

*Sandra Whitehead
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Frances Luna
Commissioner*



*Paul Baca
Commissioner*

*Vacant
Commissioner*

*Bruce Swingle
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org*

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, DECEMBER 15, 2021; TO START AT 9:00 A.M.

OPENING CEREMONIES:

A. ADMINISTRATION OF THE OATH OF OFFICE BY THE HONORABLE MUNICIPAL JUDGE BEATRICE SANDERS. TERMS WILL BEGIN JANUARY 1, 2022:

Position I City Commissioner – Destiny Mitchell
Position II City Commissioner – Shelly Harrelson
Position III City Commissioner - Merry Jo Fahl
Position IV City Commissioner - Rolf Hechler

CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Frances Luna, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (10 minutes)

1. Public Service Awards to Mayor Sandra Whitehead, Commissioner Paul Baca, and Commissioner Frances Luna in recognition of their outstanding dedication, commitment, and support to the City of Truth or Consequences. Mayor Pro-Tem Forrister

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

1. City Manager
2. City Attorney
3. City Commission

F. CONSENT CALENDAR

1. City Commission Regular Minutes, November 17, 2021
2. City Commission Special Minutes, November 29, 2021
3. Acknowledge Regular Planning & Zoning Commission Minutes, November 4, 2021
4. Accounts Payable, November 2021

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Approval of the amendment of Resolution No. 35 21/22 for the Sale of Surplus Property to be sold at the January 18, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. Angela A. Torres, City Clerk
2. Discussion/Action: Resolution No. 38 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
3. Discussion/Action: Approve Resolution No. 39 21/22, and sign the NMFA Loan/Grant agreement and closing documents for the Cantrell Dam Design/Rehabilitation Project. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Publication of Ordinance No. 723 authorizing the execution and delivery of loan No. PPRF-5652, between the City of Truth or Consequences and the New Mexico Finance Authority for the purpose of purchasing a new electrical transformer. City Manager Swingle
5. Discussion/Action: Publication of Ordinance No. 724 authorizing the execution and delivery of a promissory note and commercial security agreement by and between the City of Truth or Consequences, New Mexico and the Bank of the Southwest. Traci Alvarez, Assistant City Manager and Chris Muirhead, Modrall Sperling
6. Discussion/Action: Publication of Ordinance No. 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Traci Alvarez, Assistant City Manager and Victor Rodriguez, Chief of Police

H. NEW BUSINESS

1. Discussion/Update: Update on Financial Reports as of November 30, 2021. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Approval of Emergency Purchase for Testing on the North Transformer. Carol Kirkpatrick, Finance Director
3. Discussion/Action: Award Recommendation for RFP 21-22-005 12.47KV Distribution Line. Carol Kirkpatrick, Finance Director
4. Discussion/Action: Extension of Contract with Tech 45 Enterprises. Carol Kirkpatrick, Finance Director
5. Discussion/Action: Extension of Contract with Integrated Technologies. Carol Kirkpatrick, Finance Director
6. Discussion/Action: Approval of Contract with with Sunny 505. Carol Kirkpatrick, Finance Director
7. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
8. Discussion/Action: Appointment of Steven Zeschke to the Planning & Zoning Commission. Angela A. Torres, City Clerk-Treasurer

H. NEW BUSINESS Continued...

9. Discussion/Action: Sierra County Arts Council Lodger's Tax Application. Tammy Gardner, Executive Assistant
10. Discussion/Action: Geronimo Trails Scenic Byway Lodger's Tax Application. Tammy Gardner, Executive Assistant
11. Discussion/Action: Commitment of Local Funds for the SJOA Senior Citizens Program. City Manager Swingle
12. Discussion/Action: Accept donation from the County of Sierra for the Generac SG0100 105kW LP backup generator located on Water Tank Hill. City Manager Swingle
13. Discussion: Discussion regarding the use of the Ralph Edwards Civic Center. City Manager Swingle

I. EXECUTIVE SESSION

1. Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7).
2. Threatened & Pending Litigation (McCleskey vs. City of T or C) pursuant to 10-15-1(H.7).

J. ADJOURNMENT

The meeting will be broadcast live through KCHS on 101.9 FM.

If you do not wish to attend the meeting, but would like to give public input, please submit your comments to torcpubliccomment@torcnm.org, by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, December 13, 2021.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.

NEXT REGULAR CITY COMMISSION MEETING JANUARY 12, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: C.1

SUBJECT: Public Service Awards to Mayor Sandra Whitehead, Commissioner Paul Baca, and Commissioner Frances Luna in recognition of their outstanding dedication, commitment, and support to the City of Truth or Consequences.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Mayor Pro-Tem Forrister

Summary/Background:

Mayor Whitehead, Commissioner Baca, and Commissioner Luna's term of service will end on December 31, 2021. Mayor Pro-Tem Forrister will present them with awards in recognition of their outstanding dedication, commitment, and support to the City of Truth or Consequences

Recommendation:

None. Presentation only

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, November 17, 2021
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 9, 2021
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, NOVEMBER 17, 2021**

A. CALL TO ORDER:

The meeting was called to order by Mayor Sandra Whitehead at 9:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Sandra Whitehead, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Frances Luna, Commissioner

Also Present: Bruce Swingle, City Manager
Angela A. Torres, City Clerk-Treasurer

There being a quorum present, the Commission proceeded with the business at hand.

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation and asked that everyone keep our State Representative Diane Hamilton in our thoughts and prayers.

3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead called for Commissioner led the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Mayor Pro-Tem Forrister moved to approve the agenda as submitted. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATIONS (10 minutes)

- 1. Proclamation naming Saturday, November 27, 2021 as Small Business Saturday.**

Mayor Whitehead presented the Proclamation naming Saturday, November 27, 2021 as Small Business Saturday to Mainstreet Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Carol Borsello addressed the Commission with comments related to:

- (1) She is in support of the approval of item H6 and the Black Cat Book Store. She feels it is very important for our community.

Chris Devlin addressed the Commission with comments related to:

- (1) He is opposed of the approval of item G4 because the canal in the river is a very sensitive ecosystem that is already fragile from the time it was created. He feels that the city should look into it further before anything is done with the river footbridge.

Terry Vandervender addressed the Commission with comments related to:

- (1) He is opposed of the increased golf course fees at the Municipal Golf Course because they are very expensive compared to what they normally pay for their membership dues.

Rick Dumiak addressed the Commission with various comments. (Complete copy attached hereto, and made a part hereof).

Ron Pacourek addressed the Commission with comments related to the increase of fees at the Municipal Golf Course. (Complete copy attached hereto, and made a part hereof).

Les Dufour addressed the Commission with comments related to:

- (1) He is opposed of new increase of fees at the Municipal Golf Course. He would like to see the Resolution appealed, and he would like the city to get some input from the patrons.

Sid Bryan addressed the Commission with comments related to:

- (1) He feels that the city should take a vote from the residents to see if they want any work done on the riverfront footbridge.

Ann Swanson addressed the Commission with comments related to:

- (1) She agrees with many who have commented so far.
- (2) She is in support of the approval of item H6, and she feels that the Black Cat Book Store is a great thing for our community.

Deb Adavo addressed the Commission with comments related to:

- (1) She is in support of the approval of item H6 because she feels that the community needs the Black Cat Book Store.

CITY COMMISSION NOVEMBER 17, 2021 REGULAR MEETING MINUTES

Ariel Dougherty addressed the Commission with various comments. (Complete copy attached hereto, and made a part hereof).

Ron Fenn addressed the Commission with various comments. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Patricia Kearney. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Phillip Duke Sheppard. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Randy Eastlund. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Rebecca Eza. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Michael Hutchins. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Andy Potter. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Merrill Dicks. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Jan and Ted Thedford. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Mr. James Bush and Dr. Lillis Urban. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by MainStreet Board of Directors: Blanch Almquist, Jessica Logreira, Jessica Rowley, John Masterson, Kari Fresquez, Mary Alice Holmes. (Complete copy attached hereto, and made a part hereof).

Mayor Whitehead read a comment submitted by Christopher Slate. (Complete copy attached hereto, and made a part hereof).

torcpubliccomment@torcnm.org
To: T or C City Commission

Commissioners;

Ron Fenn
316 N. Foch Street

Reflections on a Cross Rio Grande Bridge.

The only logical and practical river crossing bridge would be sited at the east end of Austin Street as it is the ONLY commercial street approach to the river, except for a curious detail.

The western bridgehead (then valued at something over \$5,000) was traded to the Foerstner's Cloverleaf Trust Organization for an equal sized area UNDER the Street now valued at three dollars (\$3.00), by former City Manager Fuentes. Improvements to the potential bridgehead consist of a fancy sign that announces that you have arrived at Riverbend, (without which you would not know where you were, possibly).

The obvious violation of the Constitution's prohibition of Anti-Donation was promptly ignored even by the FBI's Public Corruption Unit. So...now what might that piece of land be worth? Your guess is as good as mine but I would speculate at something in the six figure area. Ironically the traded land did not belong to the City as deeded land, but to the People as platted public land. But let's not quibble over a bit of local corruption especially when someone, but not you, benefits financially.

Given the above circumstances I would recommend exercising eminent domain and take back this unlawfully gained property for the benefit of the community.

Ron Fenn

WITH REGARD TO ITEM H Z - RECRUITMENT OF AN
ARAGON REPLACEMENT,
I HOPE THAT THIS COMMISSION WILL HAVE THE
GOOD GRACE TO GO QUIETLY INTO THE NIGHT
AND LEAVE THE DECISION OF THE NEXT
APPOINTMENT TO THE NEW COMMISSION
RATHER THAN SADDLING THEM WITH ANOTHER
UNFORTUNATE CHANCE LIKE THE LAST 2
LUNA, AND ZIGETI. THANK YOU.

Madam Mayor and City Commissioners;
Rick Dumiak
705 Charles
Truth or Consequences NM 87901

11/17/2021

Public Comment;

Regarding item G3 on today's agenda;

There seems to be a lot of confusion about this item, and understandably so as the documentation in the agenda packet is not accurately following the agenda request form. On the agenda request form for G3, on the form under attachments the request form states "Redline current Rules of Procedure are attached and then it states the Proposed Resolution No. 36 21/22 is attached."

It appears that order has been reversed in the agenda packet as the first item in the packet is the proposed resolution and then the redlined version follows. This is the opposite as to what is called out in the agenda request form. This has led to a lot of confusion as to what changes are being made to the Rules of Procedure. Now the redlined version states public comment is limited to the 1st meeting of the month, and response to public comment has been redlined out. In addition, under rule 17 the redlined version eliminates response to public comment. Before any action is taken on this item the agenda packet should be corrected to clearly explain what changes are being proposed, until the agenda is accurate, I recommend tabling this item.

Regarding item H1 on today's agenda, based on the election results it seems clear that the majority of the electors are not happy with the past performance and actions of the current city commission. By electing 3 new commissioners, the voters have spoken loud and clear that a change is wanted and needed.

Regarding H2 on today's agenda;

You now have an opportunity to show the electors that you have heard them, and you can prove it by appointing someone to the vacant commission seat that is not a current or past commissioner. ~~You owe that much to the electors.~~ OR WAIT FOR THE NEW COMMISSIONERS TO APPOINT A COMMISSIONER

Next, I'm not sure who made the decision to remove the two port a johns from the dirt dam parking lot at Rotary Park however that decision has once again caused people to urinate and defecate in and around the dirt dam parking lot. On my daily litter clean up walks I am now once again picking up used toilet paper. Please bring back the port a johns, they were helping. In addition, we really need either a gate or increased police patrols thru the lot as there has been a marked increase in littering and vandalism. I am now trying to pick up the remains of several shattered fluorescent bulbs near the dirt dam that may never be completely cleaned up as the broken pieces of glass are scattered everywhere.

Next, I am hearing rumors that the city has given a verbal approval for a developer to start grading work on an access road to some property at the west end of Wyona Street, in the bath district and that the developer will be constructing a bridge at the end of Wyona street to access his property where 24 new homes are going to be built. Is any of this true and if so when were the hearings for this proposed development and bridge held? As a resident of this area we already have a problem with speeding and stop sign running and Wyona is currently a dead end street. Can we get some clarification on this rumored development and bridge?

Thank you
Rick Dumiak

Truth or Consequences City Commission Meeting NOVEMBER 17, 2021
Public Comment – Ariel Dougherty

Greetings, Commissioners. You are now a lame duck Commission. Three of you will leave. There is already a vacancy.

As a result, I urge you not to approve the proposed Rule Changes (Item G. 3.) on your agenda. An interesting discussion ^{Monday} last night in the PUAB meeting about state abatement issues took place. The point is that one Commission should not bind another. While abatement is about money. I suggest the same should apply about rules. The proposed rules cut back the Public Comment option to once a month. I would hope that public involvement and concern about city issues and protection of 1st Amendment rights should be a top priority for open governance and transparency of City work and activities.

On Resolution 37 21/22, (Item G.4) I think this is a premature step that will take the City into a direction that every citizen at the June meeting opposed – further development across the Rio Grande. Couching this as an recreational effort because a handful of citizen's who reside on the South side of the river desire city sewer and water is disingenuous. Please join forces with, and do not over ride, other efforts by citizen's that are in the works. The approval over 20 years ago of developments on the other side of the river are once again examples of the City's lack of proper and long term planning.

Speaking of planning, Hot Springs Land Development legal issues (J.2.) are once again costing the City money. TorC citizens were overwhelmingly against that project, yet citizen costs in this legal fighting persist. Here is a list of the legal expenses the City paid to the Municipal League January through July. Maybe if the Commission responded more positively to citizen ideas and input, legal expenses would not far exceed putting some petition initiatives to public vote. *You can still repeal Res 05 21/22*

Last, maybe this morning you will select to fill the vacancy on your Body. (H.2.) The fiscal health of our City depends upon who you appoint. The City Manager has taken fiscal management on as top priority. I urge you to appoint a person who is best able to assist in that task, Mr. Berger.

Thank you.

City of Truth or Consequences LEGAL EXPENSES with Municipal League January-July 2021 obtained by IPRA
 Already by end of July, City of TorC spent \$8,000 fighting citizens on issues of "so-called" smart meters & Imposition of the \$50 "trip-charge" penalty

Payment Total: 1/1/2021 - 7/31/2022 - T or C **One of the City's excuses to not send the Moratorium Petition or Resolution Referendums to Public Vote was to save citizen money. Here are hidden and greater costs that will be forthcoming because the City refuses to listen and respond to public will. SUBMITTED as a part of Ariel Dougherty PUBLIC COMMENT 11/17/21**

Check Date	Check Number	Claim Number	Claimant	Incident	Payee	Amount
1/7/2021	702256	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$214.46
1/7/2021	702256	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$3,288.37
1/21/2021	702623	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$35.74
1/21/2021	702617	2019026293	Peru, Alfadiva		5/20/2019 The Baker Law Firm	\$326.86
1/21/2021	702700	2020026869	Windstream		1/31/2020 Windstream	\$2,256.07
1/21/2021	702704	2021027719	Brown, Monty		10/13/2020 Monty Brown	\$12,117.59
1/29/2021	702799	2020026735	Holmes, Tiffany		1/6/2020 LYLE ADJUSTMENT CO, INC.	\$994.15
2/11/2021	703028	2017022458	McCleskey, Frank		10/7/2016 Brennan & Sullivan, P.A.	\$129.54
2/18/2021	703088	2017022458	McCleskey, Frank		10/7/2016 Brennan & Sullivan, P.A.	\$350.25
2/25/2021	703354	2021027784	National Car Rental		7/2/2020 National Car Rental	\$2,190.16
3/11/2021	703586	2014018177	Hot Springs Land		10/4/2013 Brennan & Sullivan, P.A.	\$1,290.41
3/11/2021	703645	2021028026	Ibrahim, Jamileh		2/14/2021 Jamileh Ibrahim	\$103.08
4/8/2021	704327	2021027965	Dougherty, Ariel		1/27/2021 Rick Foley Investigations	\$1,351.13
4/8/2021	704327	2021028016	Crow, Susan D		1/11/2021 Rick Foley Investigations	\$1,351.13
4/15/2021	704405	2021028031	Merritt, Braxton		12/24/2020 LYLE ADJUSTMENT CO, INC.	\$848.57
4/15/2021	704404	2014018177	Hot Springs Land		10/4/2013 Brennan & Sullivan, P.A.	\$76.31
4/29/2021	704887	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$107.23
4/29/2021	704887	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$89.36
5/13/2021	705241	2021028016	Crow, Susan D		1/11/2021 Rick Foley Investigations	\$70.12
5/19/2021	705357	2014018177	Hot Springs Land		10/4/2013 Brennan & Sullivan, P.A.	\$974.20
5/27/2021	705644	2021027965	Dougherty, Ariel		1/27/2021 Rick Foley Investigations	\$1,421.25
6/10/2021	706119	2021028277	Senn, David		4/15/2021 David Senn	\$3,255.00
6/24/2021	706297	2021028070	Fenn, Ronald		12/9/2020 Rick Foley Investigations	\$1,666.66
6/24/2021	706291	2017022458	McCleskey, Frank		10/7/2016 Brennan & Sullivan, P.A.	\$110.80
6/24/2021	706291	2014018177	Hot Springs Land		10/4/2013 Brennan & Sullivan, P.A.	\$114.76
6/24/2021	706296	2017023678	Fenn, Ron		3/28/2017 Jarmie & Rogers P.C.	\$35.74

Kon Pacourek

In reference to Resolution 31 21/22 golf course fees that was passed last commission meeting 10-27-2021. We feel that the 40%-60% increase in membership fees is extremely excessive. We are asking you to step back and re-examine this Resolution. The golf course fees were increased some 2 years ago. This is a retirement community and most everyone is on a FIX income which is most of the membership and is this the right time in our economy for an increase like is, inflation is over 6%. This huge increase many deter residence from join the Municipal Golf Course.

In the past the City Commissioners and Resolutions had taken the community quality of life to heart by keeping the golf course fees affordable for there residents.

On the agenda item H3 Removal of the \$1.00 Golf Improvement Fund GIF (aka sign in fee) will be a big revenue lost. We understand that there is tens of thousands of dollars in that account now, which is beneficial to the golf course up keep.

In the future if the city decides to hire a person to run the golf course like Mr Tucker did that person needs a resolution like 08 2018/2019 to help support that person income.

We are asking our representatives to put this resolution 31 21/22 on the next month commission agenda to repeal it.

Comment #1

T or C Public Comment

From: p-kearney@earthlink.net
Sent: Sunday, November 14, 2021 8:12 PM
To: T or C Public Comment
Subject: no vehicular bridge and please respect the natural world

Sending a survey in utility bills left out all residents who rent with utilities included. Our opinions matter as much as our landlords' opinions. We live right here, while landlords may not. A vehicular bridge over the Rio Grande may be the worst idea for development yet. How will increased vehicular traffic be compatible with outdoor recreation? Could this end up spoiling the wild and natural areas you want to attract visitors to enjoy? I have serious doubts about Wilson and Co. and the ideas they come up with for this town. I'm curious why the city keeps hiring them. Do something for our existing downtown before you throw money away on creating competition for it. Pay attention to the environmental impact and the gentrification risk for lower-income renters.

Respectfully,
Patricia Kearney
526 Marr St. Apt. 5

Comment #2

T or C Public Comment

From: Duke Sheppard <dukefattees@yahoo.com>
Sent: Monday, November 15, 2021 7:43 AM
To: T or C Public Comment
Subject: Misnamed "Riverwalk" Feasibility study

My name is Phillip (Duke) Sheppard, I am a property owner and landlord in TorC, and love the town. I will not be able to attend the meeting, so wanted to voice my opposition to the misnamed "Riverwalk" plan. The Riverwalk is but a tiny portion of a huge expensive plan that would only benefit a few landowners on the east side of the river.

We have a beautiful, historic downtown RIGHT HERE, that is struggling. How about putting this money and effort into revitalizing what we already have, and maybe fixing the enormous infrastructure problems that we see every day? There are already empty commercial spaces all around downtown; who in their right mind is going to build new commercial buildings or open businesses down by the river where there is no traffic, it's not convenient to the rest of the downtown, and is directly across from the smelly sewage facility? We can't find people willing to open in the excellent spaces we already have, or workers to work in the existing businesses. This is some kind of pie-in-the sky plan that is just ridiculous; or some kind of scam to benefit just a couple landowners and developers.

I'd be all for a No Commercial Development plan with pedestrian bridges only, and recreational trails that would attract more visitors and greatly benefit everyone in town that chooses to use them. Kind of like the plan that private citizens have already been working on.

I'd really like you to stop calling this the "Riverwalk" plan, as it's confusing and misleading. This is a commercial development plan, and has nothing to do with the trails plan that is being put forward.

No, No, No!

Duke Sheppard

Comment #3

T or C Public Comment

From: Randy Eastlund <Hotsprings@gmx.com>
Sent: Monday, November 15, 2021 9:00 AM
To: T or C Public Comment
Subject: bridge

Dear Commissioners,

I strongly oppose construction of a vehicular bridge over the Rio Grande in the downtown area. I think the proposed vehicular bridge will primarily benefit the very few developers who have platted lots across the river. I strongly support a pedestrian bridge which will benefit all residents and visitors, by providing access to recreational and scenic opportunities. Please make a decision that benefits the many, not the few.

Sincerely,
Randy Eastlund
475 Mims St.
TorC, NM 87901
740-9559

Comment #4

T or C Public Comment

From: Becca Eza <beccateland@gmail.com>
Sent: Monday, November 15, 2021 9:49 AM
To: T or C Public Comment
Subject: Riverwalk study - public comment

I would like to ask the TorC City Commissioners to POSTPONE a vote on the Riverwalk study, and allow the newly elected commissioners to hear public comment and vote on the proposal in January or later.

The current city commission does not reflect who voters have chosen to speak for our city, and it seems irresponsible for them to rush through a vote during a lameduck session.

Additionally, from the publicly available results of the study, it seems like the majority of respondents are not in favor of a vehicular bridge or commercial development on the east side of the river - and these things are still included in the proposal.

Notably, there were very few respondents to the study. I'd like to ask the current commissioners to postpone this vote and allow for a longer period of public comment, after which the new city commissioners can vote.

Thanks for your consideration!

Rebecca Eza
618 Poplar St, Truth or Consequences, NM 87901

Comment #5

T or C Public Comment

From: michael hutchins <mnh_council@yahoo.com>
Sent: Monday, November 15, 2021 10:05 AM
To: T or C Public Comment
Subject: Vehicular Bridge Across Rio

I DO NOT support a proposed vehicular bridge across the Rio Grande in town. I DO support a foot bridge across the Rio Grande in town. Michael Hutchins

Sent from my iPhone

Comment #6

T or C Public Comment

From: Andy Potter <diatom.guru@gmail.com>
Sent: Monday, November 15, 2021 10:20 AM
To: T or C Public Comment
Subject: Riverwalk - Motorized Vehicle Traffic

I would like to voice my opinion about the proposed access to the Riverwalk by motorized vehicle traffic.

I have lived in TorC for 13 years and now own a home and have a young child. We all use the trails and paths, including the dirt roads across the river. Especially in winter, this is a large part of our outdoor recreation, running and biking. However the increase in off road vehicle traffic has been a problem for us all over town and in the county. Many of these vehicles do not stay on the established roads and the road are also becoming greatly deteriorated due to the increased use and misuse.

For these and other reasons I am opposed to increased vehicle traffic that would result from a vehicle bridge.

Comment #7

T or C Public Comment

From: Merrill Dicks <goat57hog@yahoo.com>
Sent: Monday, November 15, 2021 3:47 PM
To: T or C Public Comment
Subject: Comments on Riverfront Study
Attachments: City Plan Comments 11-15-21.docx

Follow Up Flag: Follow up
Flag Status: Flagged

November 15, 2021

RE: Riverfront Economic Feasibility Study

To Truth or Consequences City Commission

Thank you for the opportunity to comment on the City of Truth or Consequences pending consideration of adoption of the most recent version of the "Riverfront Economic Feasibility Study" prepared by Wilson & Company at cost of \$60,000 to the taxpayers.

I am entirely opposed to the adoption of this plan in its current form. In particular, I am absolutely opposed to the construction of any motor vehicle bridge linking the TorC downtown residential and recreational areas (Rotary Park Area and Ralph Edwards Park Area) with the east side of the Rio Grande. This aspect of the proposal alone would change the character and appearance of our beautiful community and its natural setting in ways that would be highly detrimental to those attributes that attract visitors to our town and its surroundings. The "word on the street", although unsubstantiated to my knowledge, from many of our citizens is that these aspects of the proposal, along with the proposed expansion of costly infrastructure to include east bank lands would serve mostly to benefit a limited number of "special interests" including, it is rumored, a former city official who was potentially involved in the initial conception of the plan recommendations. I would like to believe that these rumors are entirely unfounded and preserve the faith that I have in our Cities governing officials. I also feel that the great expense of constructing the bridge and new infrastructure on the east bank would be better directed at repairing and upgrading the towns existing infrastructure which we all know is in a terrible state of disrepair.

I am not opposed to limited, well-planned and executed enhancement of recreational opportunities and facilities along the river corridor. I very much like the proposal to construct a pedestrian-only bridge across the river. I believe that this would be a great asset to community members and visitors alike. At the present time, however, I ask the City Commission to defer decision on the adoption of the "Riverfront" plan until it can receive due consideration by the new City Commission which was so recently elected and chosen through our fine democratic process by the Citizens of this Community to represent their interest in the present and immediate future.

Thank you for your consideration of my comments and views.

Merrill Dicks

715 Ivy Street

Truth or Consequences, New Mexico

575-779-3958/goat57hog@yahoo.com

Comment #8

T or C Public Comment

From: Jan Thedford <janbt328@gmail.com>
Sent: Monday, November 15, 2021 3:51 PM
To: T or C Public Comment
Subject: Riverwalk feasibility study

Follow Up Flag: Follow up
Flag Status: Flagged

TorC City Commissioners and City Manager Swingle:

We strongly oppose the passage of this conceptual plan.

The reasons are many and here are some of them.

1. We are constantly hearing how broke and in debt our city is. How will this pie in the sky plan be paid for?
2. Destruction of the beautiful wild spaces across the river. Any development would destroy the habitat of countless creatures.
3. Water. As many are aware, we will be facing serious water shortages in the near future. Encouraging growth and development without the water to support is short sighted and, in our opinion, foolish.
4. Downtown businesses are struggling to survive. Our local government should be supporting these businesses, not creating and encouraging competition.
5. As the recent election has shown, this commission has shown a blatant disregard to the opinions of its constituents. For that reason alone, this vote should be tabled until the new commission is sworn in.

It is our hope that you will do the right thing and vote NO.

Jan and Ted Thedford
328 W Riverside Dr
TorC

Comment #9

T or C Public Comment

From: Lillis Urban <lillisurban@gmail.com>
Sent: Monday, November 15, 2021 4:28 PM
To: T or C Public Comment
Cc: Lillis Urban
Subject: Public Comment for the Wed Nov 17th, 2021 City Commission Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

November 15, 2021

Public Comment for City Commission Meeting, Wednesday, Nov 17, 2021

From:

Mr. James Bush, 618 Ivy St., TorC, NM, 87901

And

Dr. Lillis Urban, 520 N Broadway St., TorC, NM, 87901.

Regarding: Resolution No. 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study.

To the Truth or Consequences City Commission,

Thank you for the opportunity to comment on the City of Truth or Consequences's consideration of adopting the "Riverfront Economic Feasibility Study" prepared by Wilson & Company.

We ask you to vote NAY to Resolution No. 37 21/22 and to **not** adopt the "City of Truth or Consequences Riverfront Economic Feasibility Study".

The Executive Summary of the document inadequately and unfairly summarizes public feedback. To be clear, results from public feedback surveys reveal that the majority of the members of our community DO NOT want to see Commercial Development along the river and are not in favor of bridges for vehicle traffic. Why are these ideas even still being proposed?

To be clear: We are **not** in favor of vehicle bridge(s) over the Rio and we are **not** in favor of Commercial development on the other side of the river.

We support a foot bridge across the river, but that is all.

Let's keep our focus on our existing downtown. Let's support our established businesses in the historic downtown. Let's put our resources into shoring up our existing infrastructure that is so badly in need of repair!

Vote NAY.

Thank you for your consideration -

Two Concerned residents:

Mr. James Bush, 618 Ivy St., TorC, NM, 87901

And

Dr. Lillis Urban, 520 N Broadway St., TorC, NM, 87901.

Comment # 10



15 November 2021

We, the Board of Directors of MainStreet Truth or Consequences, encourage the City Commissioners of Tor C to consider the economic, social, and environmental consequences of the proposed commercial development of the river. We are concerned that the needs of the citizens of TorC, many of whom reside and operate businesses within the downtown district, are being ignored. According to the survey conducted by Wilson & Company, a majority of respondents are not in favor of commercial development nor of a vehicular bridge crossing.

Using the limited means of the city to develop a new commercial district reinforces the reality that our already struggling downtown businesses will be without proper fiscal support and maintenance. Why encourage development elsewhere, to the detriment of our downtown community, when those of us in the downtown district are sorely in need of economic revitalization?

While the proposal seems like an interesting concept, and we are well-aware of the importance of development to economic vitality, especially in small communities such as ours, we believe that the primary focus should be on what already exists. Nothing positive can come from development at the river if more downtown businesses fail. This proposed development will pull focus for the limited supply of tourists we depend upon to sustain us.

The infrastructure throughout the downtown district of TorC is greatly in need of repair and replacement. We believe that the proposed project (which would include adding a conduit for water and wastewater attached to the proposed vehicular bridge) is shortsighted. It seems impractical, at best, to consider adding to the demand on our existing infrastructure by extending it over the river.

MainStreet wholeheartedly supports the continued efforts of the Turtleback Trails project to create a network of walking, hiking, and biking paths around the river, including a pedestrian bridge. However, this is completely separate from the proposed \$12M Riverwalk project.

Given the limited resources of the City of TorC, residents will again bear the burden of funding the upkeep and physical maintenance on new development long before there will be any recouping of tax dollars from any proposed new businesses. We, then, return to our original concern: help the existing commercial districts in Truth or Consequences before considering the development of additional commercial areas.

In addition, we wish to remind Commissioners that the State of New Mexico has already approved the expenditure of \$1.2M to renovate Foch Street. Please help us to utilize these funds for the beautification of Foch Street before you agree to fund another project elsewhere in the community.

Kindest regards,

Board of Directors, MainStreet Truth or Consequences

Blanch Almquist
Jessica Logreira
Jessica Rowley
John Masterson
Kari Fresquez
MaryAlice Holmes

Comment #11

T or C Public Comment

From: Christopher Slate <jcslate@earthlink.net>
Sent: Monday, November 15, 2021 5:00 PM
To: T or C Public Comment
Subject: Resolution #37 21/21 Adopting the T or C Riverfront Economic Feasibility Study

Follow Up Flag: Follow up
Flag Status: Flagged

To all the City Commissioners:

When our city of Truth or Consequences, including the entirely unique, historic Hot Water District is starving for funds to repair and revitalize the infrastructure and businesses, why would we divert 12 million dollars in funds for a vehicle bridge which basically serves and subsidizes a giant development project and puts city money into the pockets of private investors? This makes even less sense when surveys indicate the people of T or C much prefer a foot bridge and hiking trails that preserve the natural beauty of our surroundings.

Further, why is this decision being rammed through by lame duck commissioners, instead of being considered by the new, recently elected commissioners?

Sincerely,
Christopher Slate

E. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, October 26, 2021**
- 2. Acknowledge Regular Planning & Zoning Commission Minutes, October 4, 2021**
- 3. Accounts Payable, October 2021**

Mayor Pro-Tem Forrister moved to approve the Consent Calendar as submitted. Commissioner Baca and Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. PUBLIC HEARINGS:

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 7-201 (G) of the Code pertaining to Lodgers Tax Exemptions:**

City Manager Swingle explained item has been advertised and posted. The amendment is extracting Section 7-201 (G) of the Code pertaining to Lodgers Tax Exemptions. That will make our ordinance consistent with the new law. This will allow Lodgers Tax to be charged for Airbnb's. This is at the request of the Lodgers Tax Advisory Board, and it is staff's recommendation to approve the amendment to the ordinance.

City Attorney Rubin explained what the current ordinance reads and how it will be changed with the amendment.

Mayor Whitehead opened the Public Hearing.

Proponents: None.

Opponents: None.

Mayor Whitehead closed the public hearing

Mayor Pro-Tem Forrister moved to approve the Final Adoption of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 7-201 (G) of the Code pertaining to Lodgers Tax Exemptions. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board:

Traci Alvarez, Assistant City Manager explained that this item is to change our current city code which states that the Library Advisory Board must meet monthly, and change it to reflect that they must meet quarterly. This item has been advertised and posted, and now it is before you for a public hearing and final adoption.

Mayor Whitehead opened the Public Hearing.

Proponents: None.

Opponents: None.

Mayor Whitehead closed the public hearing.

Mayor Pro-Tem Forrister moved to approve the Final Adoption of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 34 21/22 Budget Adjustment Resolution:

Traci Alvarez, Assistant City Manager reviewed the Budget Adjustments that were included in the packet.

Mayor Pro-Tem Forrister moved to approve Resolution No. 34 21/22 Budget Adjustment Resolution. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 35 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers:

City Clerk Torres explained that a few of our departments have some vehicles that they would like to sell in an online auction. The auction will be held in January, through J.J. Kane Auctioneers. Included in your packet is a list of the vehicles we wish to sell. City staff recommends approval.

City Manager Swingle also noted that these are vehicles that are no longer in use that we have in reserve, and we need to get rid of. We are paying insurance on them, and al

they are doing in deteriorating in value. This is only the first auction of several others to follow. We just have a process we need to follow.

Mayor Pro-Tem Forrister moved to approve Resolution No. 35 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 36 21/22 Approval of amendments to the City Commission Rules of Procedure:

City Manager Swingle explained – He thinks we made a very easy process very complicated. The intent of this amendment is twofold. It was to ask the Commission to move the reports after public comment because we have valuable information we want to share with the community, and right now it is the last thing on the agenda. By the time we get to the reports, we have lost most of our audience. The other reason for the amendment was to clean up the language in the current Rules of Procedure because it currently states that we will have one regular meeting a month with public comment, and the second meeting would not have public comment, but the City Manager would meet with folks who would want to talk about public comment, and handle it in that manner. We changed the City Commission Rules of Procedure to reflect public comment during both regular meetings. The redline version, and the final version is included in your packet. However, in reviewing the final version there were a few changes that needed to be made. He provided the Clerk with the revised version should the Commission choose to move forward with that. The amendments include:

- **Page 6, Item D: Public Comment: Comments from the public (regular Meetings)**
- **Page 6, Item G: Public Hearings: It was Rule 17, but because we eliminated Rule 15, it is now Rule 16, and Rule 16 on page 7 is amended.**
- **Page 7: Regular Meetings any member of the public may sign up for public comment.**
- **Page 9: last sentence in Item (a) was changed to (See 17.f)**

Commissioner Luna moved to approve Resolution No. 36 21/22 Approval of amendments to the City Commission Rules of Procedure. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study:

City Manager Swingle explained that this all started during the COVID Pandemic, and Wilson & Company did amazing work in providing a great document as far as what the city was asking for in that document. The city has been discussing economic feasibility studies for many years, and in 2014 the city submitted an application to the New Mexico

CITY COMMISSION NOVEMBER 17, 2021 REGULAR MEETING MINUTES

Finance Authority for a feasibility study, and they were declined at that time. The city persevered over years, and in May of 2020 the city submitted another application, and was awarded the \$60,000 for the study. This study is due to NMFA by the end of this month so if the Commission chooses not to move forward with approving this study then the city is on the hook for the money. We have to give NMFA a product so that is an important deadline for everyone to know. This process has been drawn out due to the pandemic, and the inability to have public meetings, and when they were held we had limited response, and because of that we went out with surveys. There is a Steering Committee that was created by the city at the beginning of this project. He thanked all of the individuals who served on the committee. The committee members consisted of former City Manager Morris Madrid, Assistant City Manager Traci Alvarez, Representative Rebecca Dow, Attila Bality from the National Park Service, Kim Skinner, John Masterson, Jake Foerstner, State Economic Development Regional Representative Louis Marquez, Peter Mitchell from the Santa Fe Community and Business Rural Development regions, South Central Council of Governments AICP Senior Planner, Tiffany Goolsby, OJ Hechler, Alicia Depalma, Merry Jo Fahl from the Jornada Resource Conservation, Ryan Lawler, New Mexico Tourism and development Director Lancing Adams, Jay Armijo from South Central Council of Governments, Angela Rael from the South Central Council of Governments, and Clean and Beautiful Coordinator Lucy Stanus. This study identifies a number of opportunities, and a number of costs for a bridge or installation of infrastructure, and getting it over to the east side of the river and other projects. A common call that we receive is opening up the east side of the river for the property owners, and developers. A majority of public comment were opposed of building a bridge or any development of this area. However, the study reveals that 97% of the people who responded would like some sort of development. This is only the first study. We may need additional studies to move this project forward. We heard a lot of talk of infrastructure, well infrastructure has to be paid for, and we need revenue as a community. We cannot look at this as what one special interest group or another wants. We have to look at the whole of this community, and the only way that this community as a whole is going to succeed is by generating revenue. We are losing revenue, and our youth when they graduate from high school. They are going to other places to find work. This is one of many projects that we need to start looking at to grow that revenue stream in this community.

Mario Juarez-Infante, Wilson & Company, Inc. explained that this is a focused look at a small area along the Rio Grande that is entertaining possible and viable opportunities. We are not constructing anything under this document. We are looking at viable opportunities that are complimentary to this environment.

Paige Wolfrom, Wilson & Company, Inc. reviewed the presentation of the Riverfront Economic Feasibility Study. (Presentation attached hereto and made a part hereof).

Commissioner Luna moved to approve Resolution No. 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Truth or Consequences Riverfront Economic Development Feasibility Study

Wednesday, November 17th, 2021



Project Team



City of Truth or Consequences

Consultant: Wilson & Company



The study is supported by a grant from the New Mexico Finance Authority



Community Goals



TRUTH OR
CONSEQUENCES NEW MEXICO

WILSON
& COMPANY
HIGHER RELATIONSHIPS

- The Riverfront Economic Development Plan focused on developing a vision to capture the growing outdoor recreation market with recommendations for change.
- This will assist the City of Truth or Consequences to properly plan future infrastructure investments and tie into regional economic development and recreational opportunities.

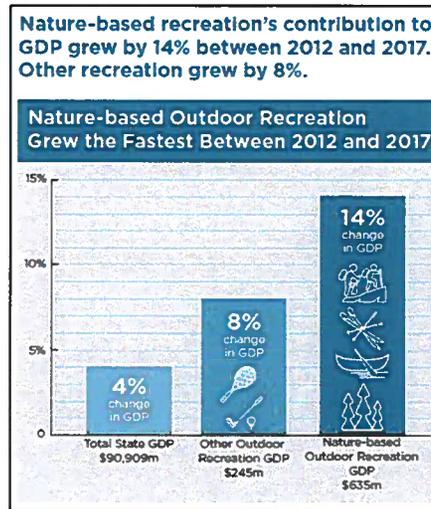
Study Objectives

- Develop a vision: What could the TorC Rio Grande Riverfront Study Area look like in the future?
- What are the major economic development opportunities to make the vision a success?
- What were potential issues to be aware of in order to make the vision a success?
- How can this project tie into regional momentum and desire around the outdoor recreation economy?
- How can this vision be implemented?



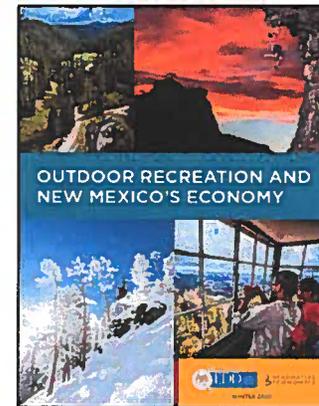
TRUTH OR CONSEQUENCES NEW MEXICO

WILSON & COMPANY
HIGHER RELATIONSHIPS



RESIDENTS OF NEW MEXICO SPEND \$4.8 BILLION ON OUTDOOR RECREATION IN THE STATE EACH YEAR.

QUALITY OF LIFE:
More than 65% of New Mexico residents participate in outdoor recreation



IN A RECENT POLL

- 84% of New Mexicans believe the outdoor recreation economy is important for the future of New Mexico and the western U.S.
- 76% of New Mexicans consider themselves an outdoor recreation enthusiast.
- 70% of New Mexicans believe that ensuring opportunities for outdoor recreation is important.

Source: Colorado College, 2018. Conservation in the West Poll. <https://www.coloradocollege.edu/other/stateoftherockies/conservationinthewest> Margin of error is +/- 4.9%.

Outdoor recreation contributes \$2.3 billion, or 2.5%, to state GDP.

The outdoor recreation economy is growing faster than the overall state economy: **between 2012 and 2017, GDP from outdoor recreation grew by 11% while overall state GDP grew by 4%.**



**TRUTH OR
CONSEQUENCES** NEW MEXICO

**WILSON
& COMPANY**
HIGHER RELATIONSHIPS

Project Scope

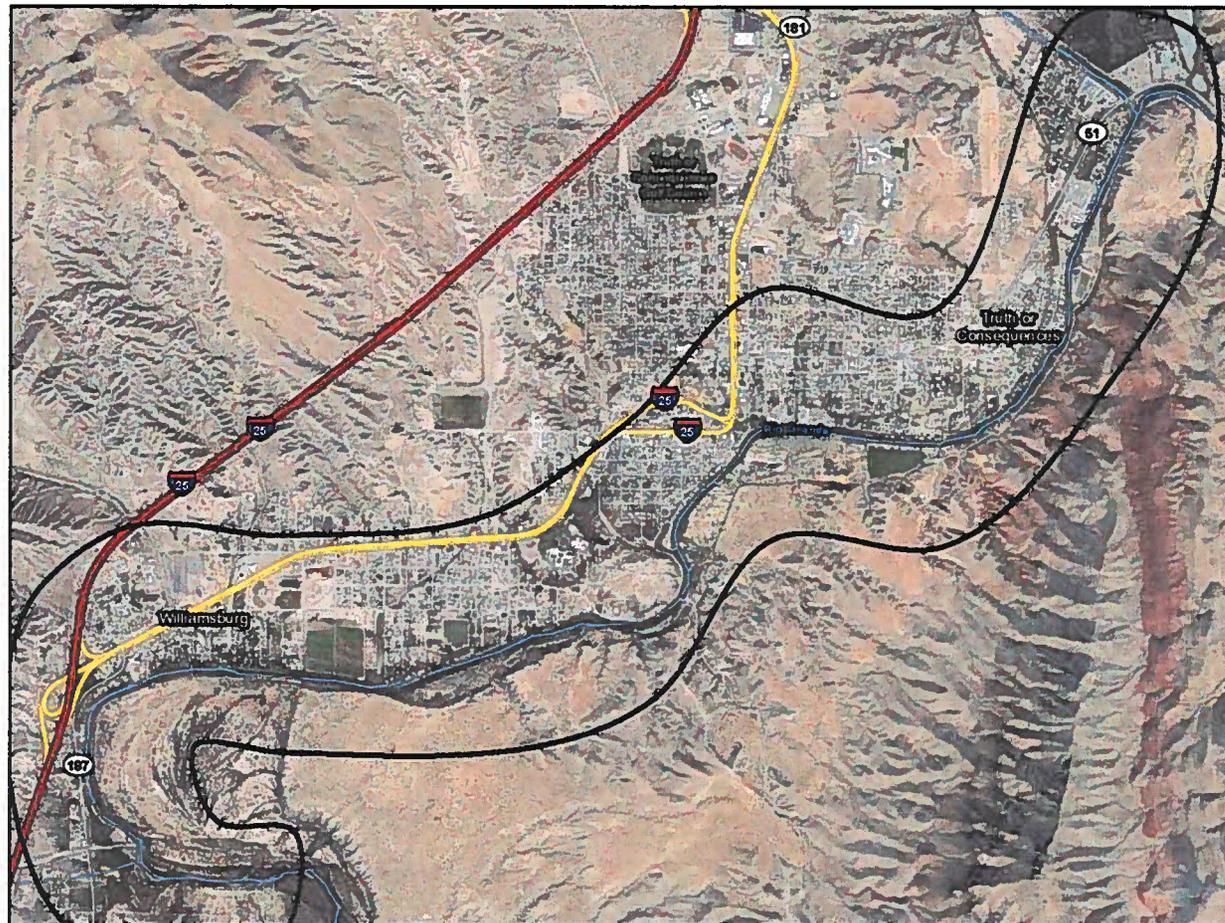
1. Community Participation Process
2. Existing Conditions and Asset Inventory
3. Gaps & Market Analysis
4. Riverwalk Economic Feasibility Study Report
5. Implementation & Financing Plan

Study Area



TRUTH OR CONSEQUENCES NEW MEXICO

WILSON & COMPANY
HIGHER RELATIONSHIPS

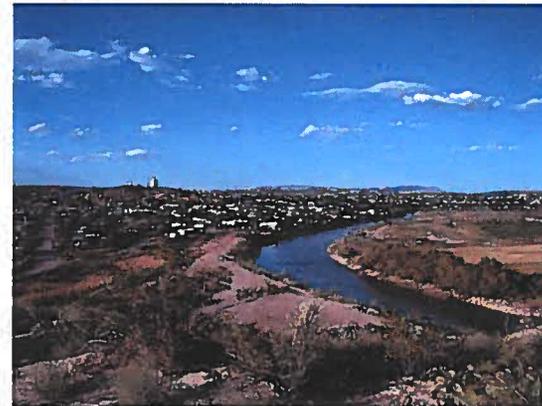
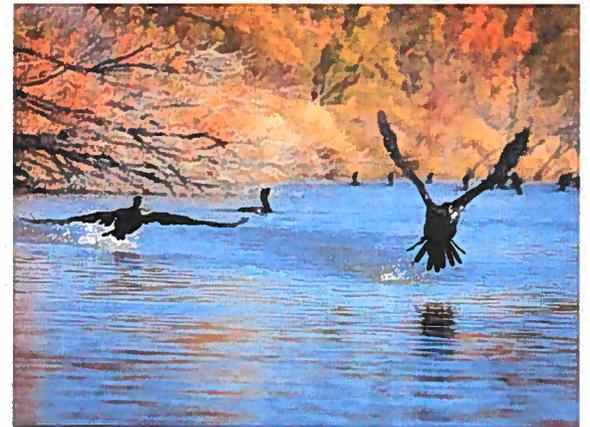
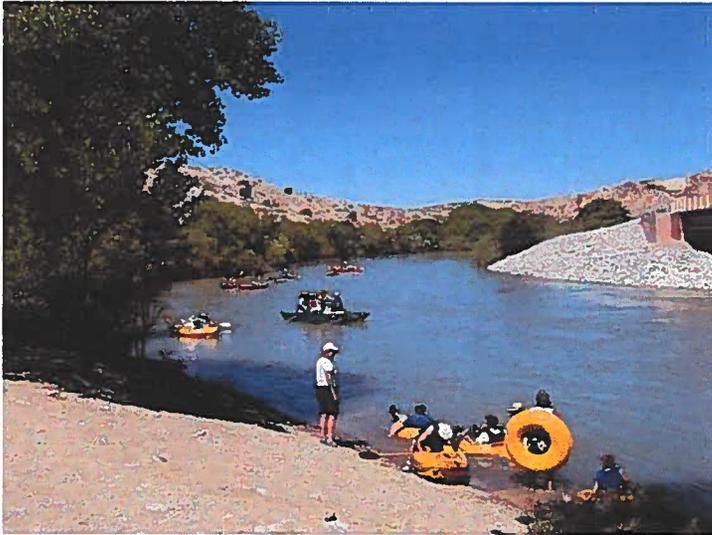


Opportunities: River



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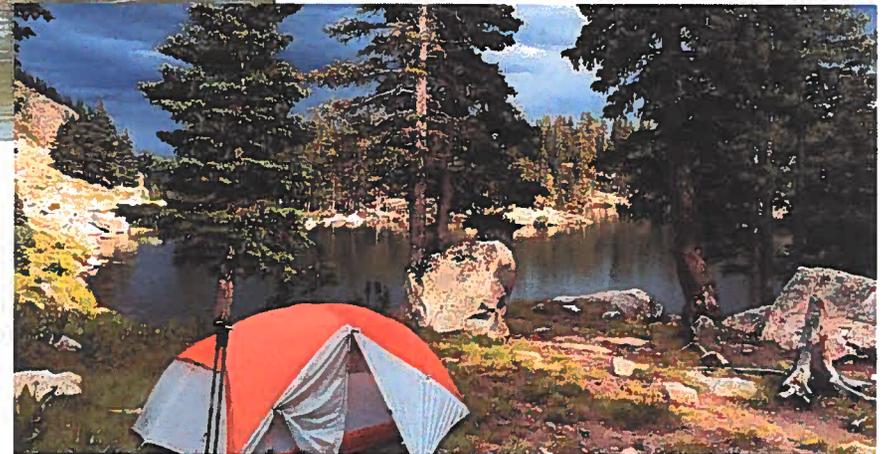
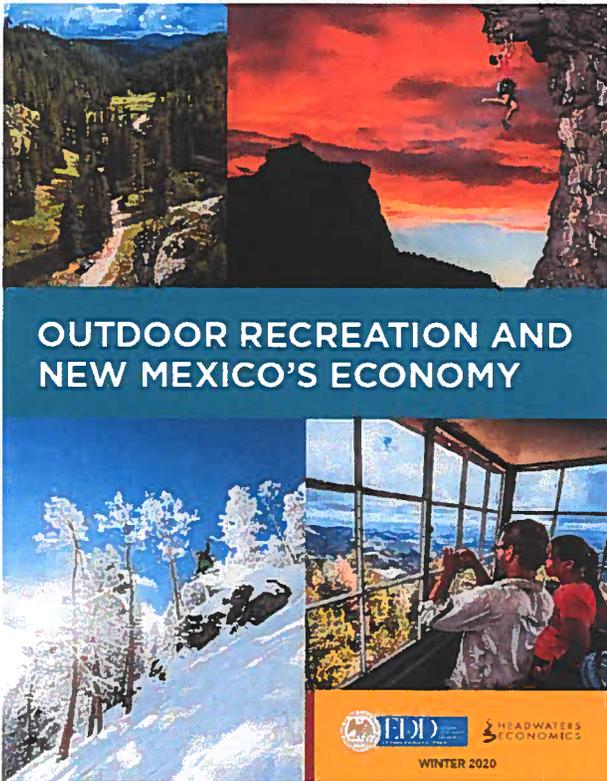
Images taken from: <https://www.sierracountynewmexico.info/attractions/rio-grande/>

Opportunities: Outdoor Recreation Economy



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Public Participation – Survey & Open House



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PUBLIC SURVEY Riverfront Economic Development Plan

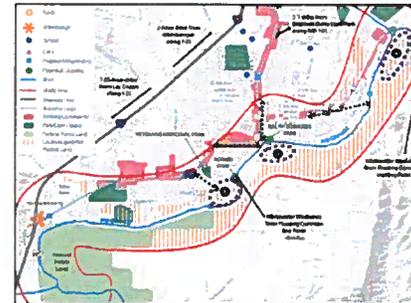
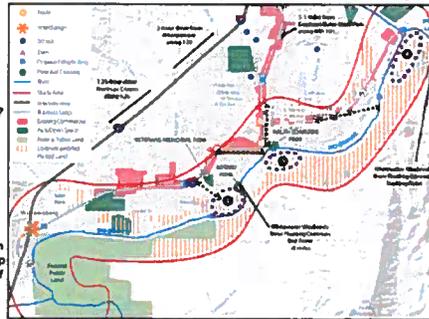


The City of Truth or Consequences is developing a Riverfront Economic Development Plan with a focus on developing a vision to capture the growing outdoor recreation market with recommendations for change. This will assist the City of Truth or Consequences to properly plan future infrastructure investments and also tie into regional economic development and recreational opportunities. We want to hear your vision for the study area!

The study will look at questions such as:

- How can this area best serve the TorC community?
- What recreational amenities would you like to see in the area?
- Can the area also be used for economic development opportunities?
- Which ideas are economically feasible and which are not?

The answers to these questions start with your vision and ideas! Please answer the questions below to help us understand the community's vision for this part of the City.



You may contact Traci Alvarez, City of Truth or Consequences Community Development Director, at tburmette@torcnni.org or 575.894.6673 ext. 353

Scan QR code to take survey online



Please return completed surveys to:
• Any City Office
• Place them in the After Hours Utility Drop Box
• Mail them to:
Attn: Traci Alvarez, 505 Sims Street, Truth or Consequences, NM

<p>1. Which of the following changes would you like to see along the Rio Grande? *Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Bike/pedestrian paths <input type="checkbox"/> Crossings to the South side of the Rio Grande <input type="checkbox"/> ADA compliant docks, ramps, and observation areas <input type="checkbox"/> Camping/campgrounds <input type="checkbox"/> Additional parking <input type="checkbox"/> Wayfinding and educational signage <input type="checkbox"/> Small-scale restaurants/cafes/bakeries/coffee shops <input type="checkbox"/> Water/outdoor recreation equipment rentals and sales <input type="checkbox"/> Conservation with limited river access/improvements <input type="checkbox"/> No changes <input type="checkbox"/> Other: _____ 	<p>2. What activities would you participate in along the Rio Grande, if available? *Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Hiking <input type="checkbox"/> Fishing <input type="checkbox"/> Kayaking <input type="checkbox"/> River floating/tubing <input type="checkbox"/> Horseback riding <input type="checkbox"/> Outdoor sports (soccer, volleyball, basketball, etc.) <input type="checkbox"/> Camping <input type="checkbox"/> Farmer's markets <input type="checkbox"/> Food trucks <input type="checkbox"/> Small-scale restaurants/cafes/bakeries/coffee shops <input type="checkbox"/> Shopping <input type="checkbox"/> I would not participate in any of these activities <input type="checkbox"/> Other: _____ 						
<p>3. What type of commercial development, if any, would you like to see along the Rio Grande? *Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Local boutiques <input type="checkbox"/> Small-scale restaurants/cafes/bakeries/coffee shops <input type="checkbox"/> Urgent care <input type="checkbox"/> Motels <input type="checkbox"/> Campgrounds <input type="checkbox"/> No commercial development <input type="checkbox"/> Other: _____ 	<p>4. Do you believe a vehicular bridge crossing to the South side of the Rio Grande is important?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>5. Do you believe a pedestrian bridge crossing to the South side of the Rio Grande is important?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>						
<p>6. Understanding the City has limited funds for community amenities, what is your preference for sustainable revenue generation for the City? *Select all that apply.</p> <table border="0"> <tr> <td><input type="checkbox"/> Higher sales tax</td> <td><input type="checkbox"/> Other general use taxes</td> <td><input type="checkbox"/> Expanding the overall commercial base of the City</td> </tr> <tr> <td><input type="checkbox"/> Higher property tax</td> <td><input type="checkbox"/> Targeted improvement district taxes</td> <td><input type="checkbox"/> and maintaining similar tax rates</td> </tr> </table>		<input type="checkbox"/> Higher sales tax	<input type="checkbox"/> Other general use taxes	<input type="checkbox"/> Expanding the overall commercial base of the City	<input type="checkbox"/> Higher property tax	<input type="checkbox"/> Targeted improvement district taxes	<input type="checkbox"/> and maintaining similar tax rates
<input type="checkbox"/> Higher sales tax	<input type="checkbox"/> Other general use taxes	<input type="checkbox"/> Expanding the overall commercial base of the City					
<input type="checkbox"/> Higher property tax	<input type="checkbox"/> Targeted improvement district taxes	<input type="checkbox"/> and maintaining similar tax rates					

Please see reverse side for additional questions!

<p>7. Please refer to the map. What opportunities would you like to see in Area 1 (along River side Dr. behind Veterans Memorial Park)? *Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Trails <input type="checkbox"/> River/wildlife observation areas <input type="checkbox"/> Education signage <input type="checkbox"/> Parking <input type="checkbox"/> Campground <input type="checkbox"/> Restrooms/showers <input type="checkbox"/> Outdoor recreation equipment rentals/sales <input type="checkbox"/> Food truck vending area <input type="checkbox"/> Art/craft/other vending <input type="checkbox"/> Local boutique <input type="checkbox"/> Small-scale restaurant/cafe/bakery/coffee shop <input type="checkbox"/> Urgent Care <input type="checkbox"/> Motel <input type="checkbox"/> I do not support any changes in this area <input type="checkbox"/> Other: _____ 	<p>8. Please refer to the map. What opportunities would you like to see in Area 3 (south of Ralph Edwards Park on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing. **Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Trails <input type="checkbox"/> River/wildlife observation areas <input type="checkbox"/> Education signage <input type="checkbox"/> Parking <input type="checkbox"/> Campground <input type="checkbox"/> Restrooms/showers <input type="checkbox"/> Outdoor recreation equipment rentals/sales <input type="checkbox"/> Food truck vending area <input type="checkbox"/> Art/craft/other vending <input type="checkbox"/> Local boutique <input type="checkbox"/> Small-scale restaurant/cafe/bakery/coffee shop <input type="checkbox"/> Urgent Care <input type="checkbox"/> Motel <input type="checkbox"/> I do not support any changes in this area <input type="checkbox"/> Other: _____
<p>9. Please refer to the map. What opportunities would you like to see in Area 4 (north of Turtle back Ave on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing. **Select all that apply.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Trails <input type="checkbox"/> River/wildlife observation areas <input type="checkbox"/> Education signage <input type="checkbox"/> Parking <input type="checkbox"/> Campground <input type="checkbox"/> Restrooms/showers <input type="checkbox"/> Outdoor recreation equipment rentals/sales <input type="checkbox"/> Food truck vending area <input type="checkbox"/> Art/craft/other vending <input type="checkbox"/> Local boutique <input type="checkbox"/> Small-scale restaurant/cafe/bakery/coffee shop <input type="checkbox"/> Urgent Care <input type="checkbox"/> Motel <input type="checkbox"/> I do not support any changes in this area <input type="checkbox"/> Other: _____ 	<p>10. Additional comments:</p> <p>_____</p>

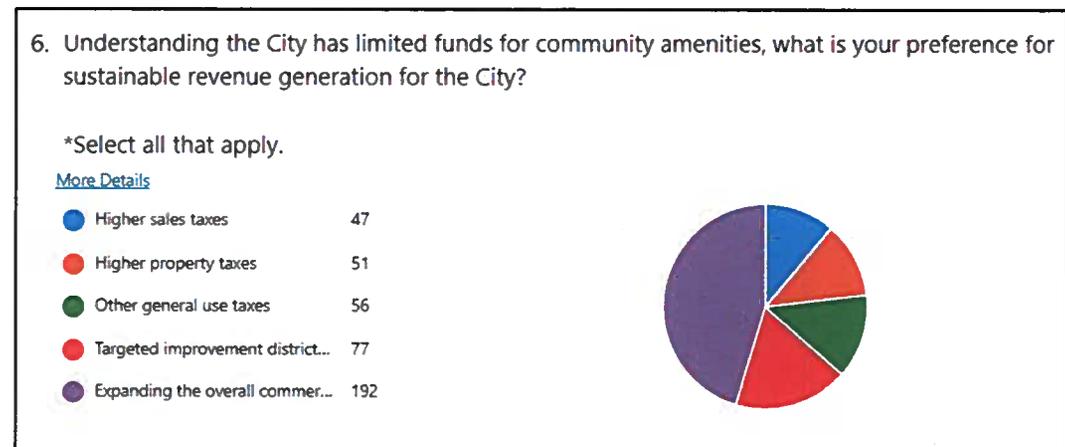
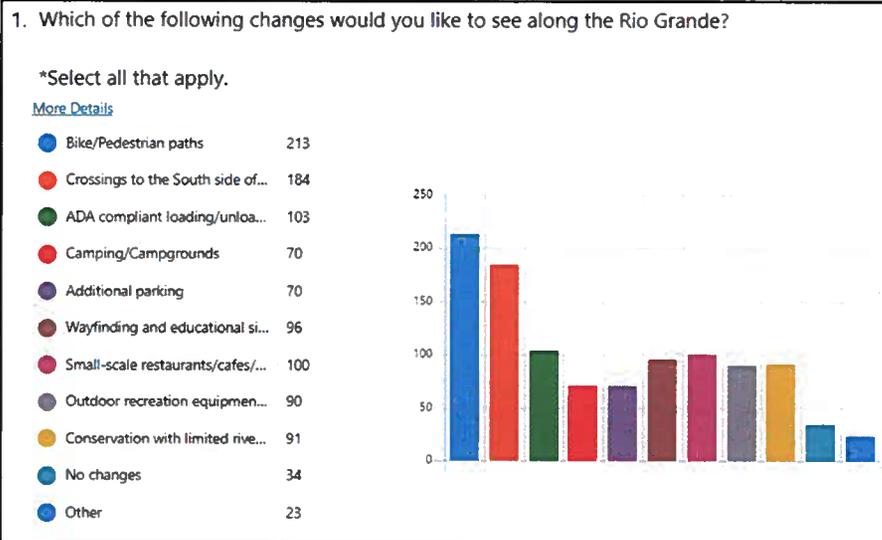
Public Participation – Survey & Open House



TRUTH OR CONSEQUENCES NEW MEXICO

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HIGHER RELATIONSHIPS

- Public open house was held on Thursday, June 24th, 2021
- The public survey was sent in residents' August 2020 utility bills
- The public survey received a total of 324 responses, which can be seen in Appendix A of the report.
- Of the total number of responses, 3 percent of individuals responded that they would not like to see any changes within the Study Area
- 97 percent would like to see changes of some type (trails, crossings, development, etc.)



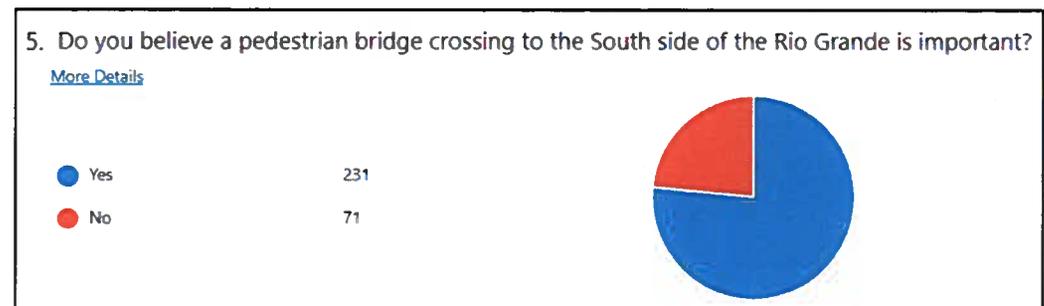
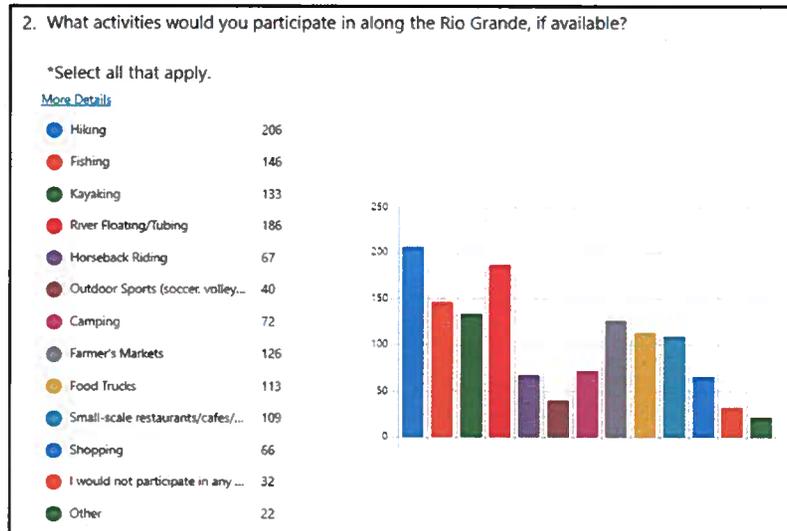
Public Participation – Survey & Open House



TRUTH OR CONSEQUENCES

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- Of the 97 percent of individuals who would like to see changes, 64 percent were in favor of some form of outdoor recreation. These responses included options such as hiking, fishing, kayaking, river floating, horseback riding, outdoor sports, and camping
- 68 percent of responses to question three (What type of commercial development, if any, would you like to see along the Rio Grande? *Select all that apply.) stated that they would like to see some sort of development along the Rio Grande and included options such as local boutiques, small-scale restaurants or cafes, urgent care or motel facilities, campgrounds, and others
- 46 percent of survey responses state that residents would like to see a vehicular bridge to the South side of the Rio Grande, and 76 percent of residents would like to see a pedestrian bridge to the south side of the river

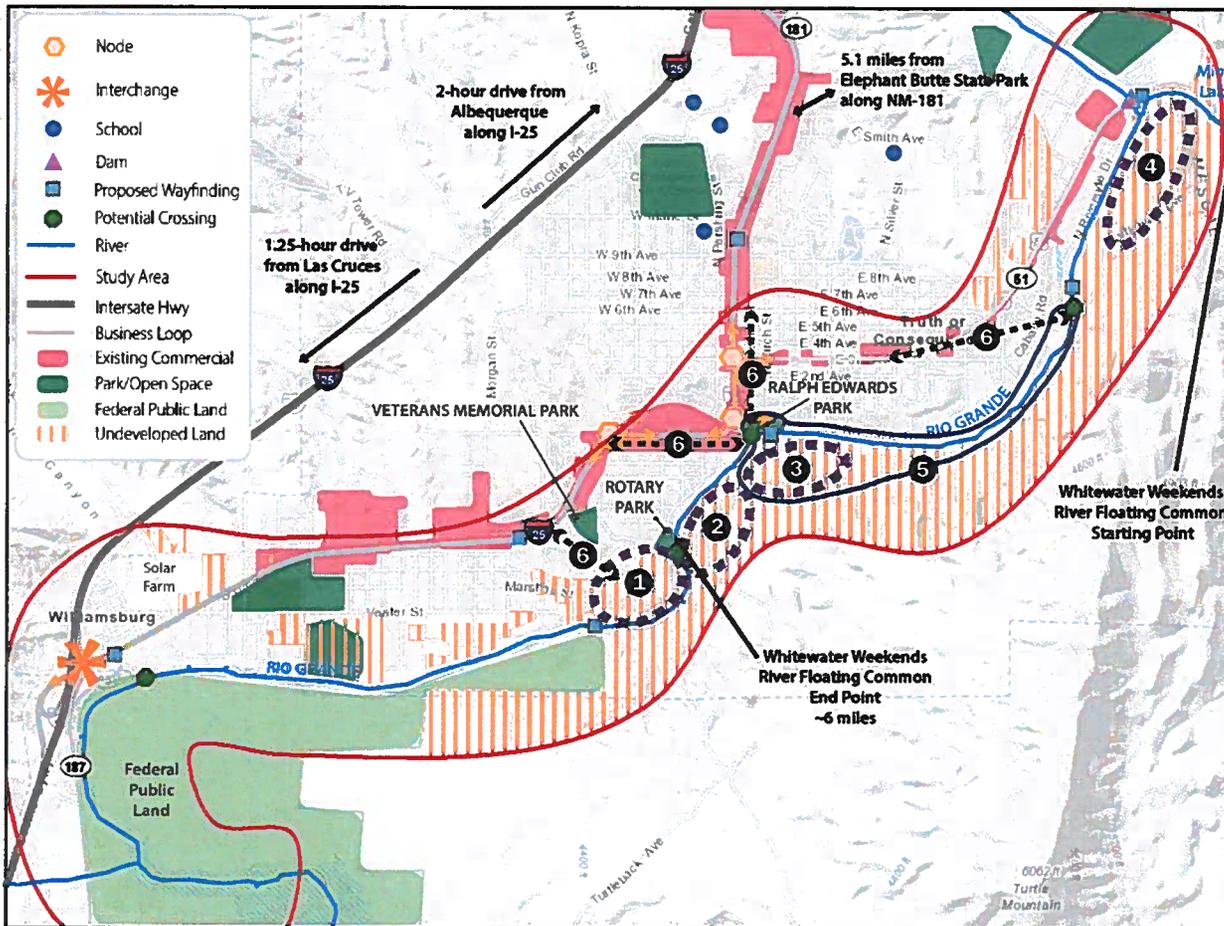


Possible Concepts



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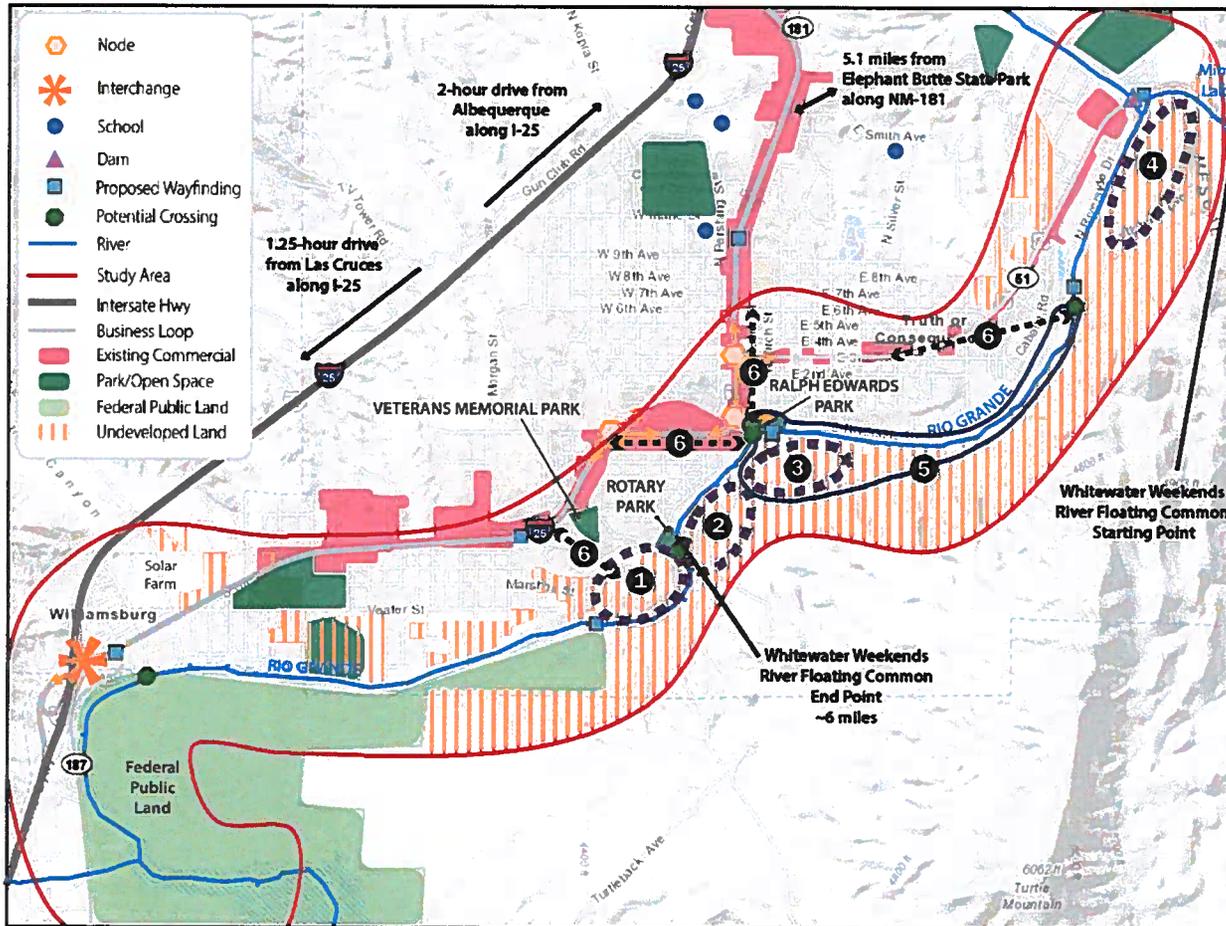
- Area 2 is currently privately owned and platted for residential homes. This Study will not interfere with the existing plans for this residential neighborhood
- Area 3 is considered an opportunity area for a *recreation hub*
- Prime location for a riverfront park to include space for outdoor sports and playground equipment for children
- Area 3 concept also includes a campground facility. This campground would include a restroom, picnic tables and a grill, as well as additional trash receptacles and wildlife/educational signage

Possible Concepts



TRUTH OR CONSEQUENCES

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HIGHER RELATIONSHIPS



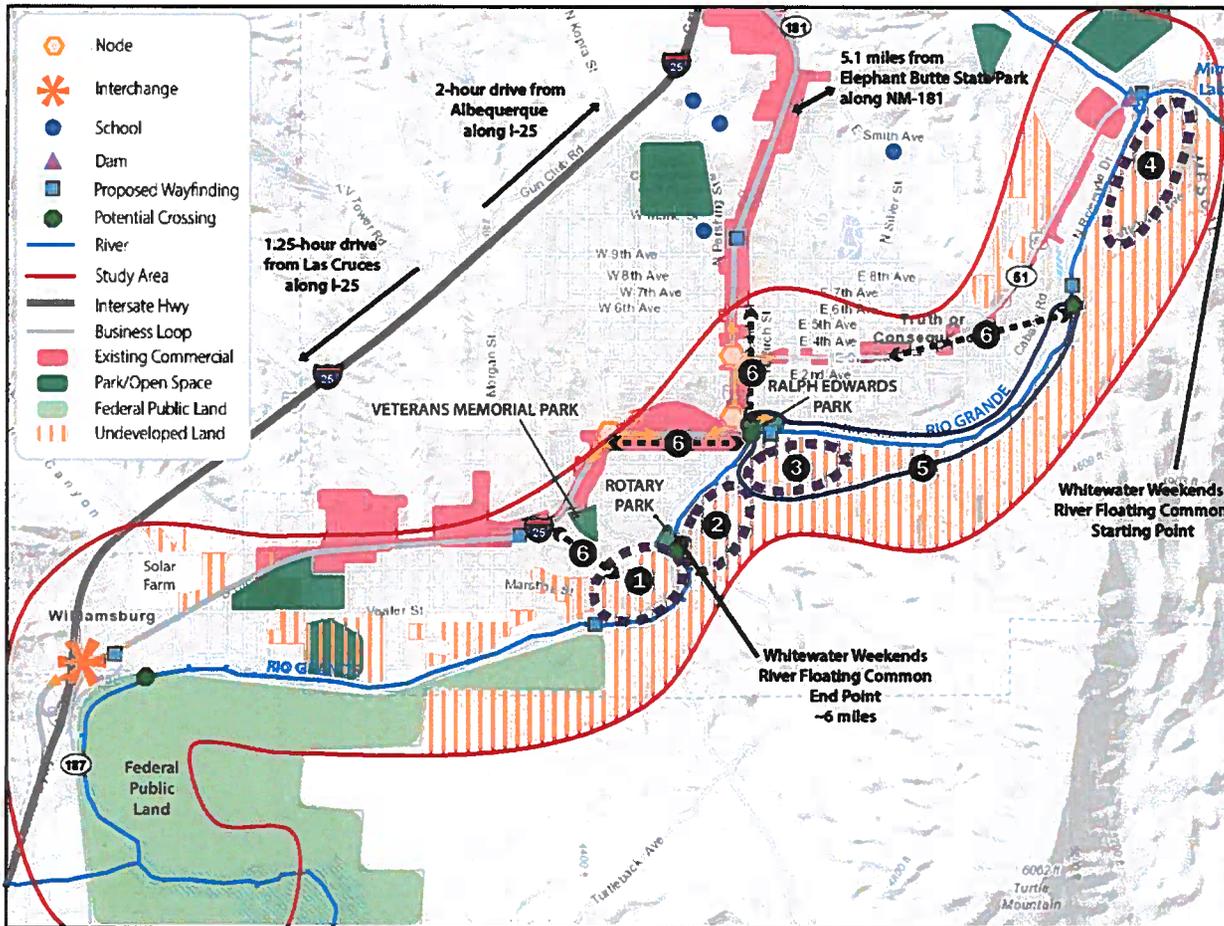
- Area 4 is also considered an opportunity area for a *recreation hub*
- This location is the existing drop-in point for the Whitewater Weekends rafting and would tie in well with additional outdoor recreation activities
- Area 4 concepts include fishing spots, kayaking drop-ins, a horseback riding trail starting point, and more
- Project 5 is a proposed *bicycle loop trail* from Ralph Edwards Park to Dunn Street and could tie into Turtleback Avenue on the south side of the Rio Grande
- The loop would be approximately four miles in length and offer connections from Area 3 and Area 4

Possible Concepts



TRUTH OR CONSEQUENCES

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- Project 6 is *improved connections* from Interstate 25 and New Mexico State Road 51 (also known as Third Avenue within City limits) to the proposed concepts outlined above.
- Connections would include additional wayfinding signage, potential pedestrian crossings, as well as educational signage to tie into the outdoor recreation opportunities within the City
- Project 6 includes a bridge crossing to the south side of the Rio Grande
- This bridge could include water and sewer utility lines to expand the utility infrastructure from the north side of the river to the south
- Two proposed crossing locations are near Ralph Edwards Park, and Rotary Park

Cost Estimates



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Area	Project Description	Notes	Unit	Quantity	Rate	Estimated Cost (2021 dollars)
1	Proposed Light Commercial					
	Small-scale restaurants/cafes, food trucks, recreation-based shopping, local shops, etc.	Private (costs not included)				
2	Private Residential					
	Currently platted, not proposed as part of this Study	Private (costs not included)				
3	Riverfront Park and Campground					
	Playground Equipment		Each	1	\$15,000	\$15,000
	Benches		Each	2	\$1,760	\$3,520
	Waste receptacles		Each	6	\$1,665	\$9,990
	Picnic structure		Each	2	\$35,000	\$70,000
	Small gateway signage		Each	1	\$50,000	\$50,000
	Small public restroom structure		Each	1	\$50,000	\$50,000
	Electrical: Lighting fixtures		Each	15	\$5,720	\$85,800
	Gravel parking lot		SF	7,500	\$8	\$60,000
	Level 2 electric vehicle charging stations		Each	2	\$6,000	\$12,000
	Subtotal					\$356,310
4	Outdoor Recreation Hub					
	Benches		Each	4	\$1,760	\$7,040
	Waste receptacles		Each	4	\$1,665	\$6,660
	Picnic structure		Each	2	\$35,000	\$70,000
	Small gateway signage		Each	1	\$50,000	\$50,000
	Small public restroom structure		Each	1	\$50,000	\$50,000
	Horseback riding trail		LF	5,280	\$30	\$158,400
	Concession Stand		Each	1	\$300,000	\$300,000
	Electrical: Lighting fixtures		Each	15	\$5,720	\$85,800
	Gravel parking lot		SF	7,500	\$8	\$60,000
	Level 2 electric vehicle charging stations		Each	1	\$6,000	\$6,000
	Full-size asphalt basketball court		Each	1	\$85,000	\$85,000
	Full-size soccer field		Each	1	\$750,000	\$750,000
	Subtotal					\$1,628,900
5	Bicycle Loop					
	Trail		LF	21,120	\$120	2,534,400
	Subtotal					\$2,534,400
6	Connections to Development					
	Information Kiosk		Each	1	\$18,000	\$18,000
	Sidewalk improvements		LF	10,000	\$100	\$1,000,000
	Bridge crossing	See Appendix D for full bridge planning-level cost estimate breakdown	Each	1	4,400,575	\$4,400,575.47
	Subtotal					\$5,418,575
	Contingency	20% of estimated costs				\$1,987,637
	Total construction costs					\$9,938,185
	Professional services	6% of construction costs				\$596,291
	TOTAL					\$12,522,113.69

Project Schedule



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1. Public Meeting was held on Thursday, June 24th, 2021
2. Report and Concept Map were refined from July-September
3. Draft report was submitted to City at the end of September
4. Report will be submitted to NMFA at the end of November 2021



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Comments/Questions?



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Thank You!

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H. NEW BUSINESS:

1. Discussion/Update: Acknowledgment of November 2, 2021 Election Results and Official Canvass:

City Clerk Torres explained that this item is to give an official update on the candidates who were elected for City Commissioner during the November 2nd election. We have Destiny Mitchell in Position I, for a 4 year term. Merry Jo Fahl in Position III for a 4 year term, and Rolf Hechler in Position IV for a 2 year term. The Oath of Office for all three Commissioners will take place during the December 15th Commission Meeting, and all 3 Commissioners will take office on January 1, 2022.

Commissioner Luna moved to approve Resolution No. 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Possible recruitment of a qualified elector to fill the vacancy of City Commissioner Position II:

City Clerk Torres explained at the last meeting, the commission asked for those who were interested in fill the vacancy of City Commissioner Position II to please submit a letter of interest no later than Wednesday, November 10th. We received letters of interest from Rick Dumiak, Art Burger, Ingo Hoepfner, Shelly Harrelson, and Paul Baca. It was also mentioned at a previous meeting that the Commission would like to possibly choose from one of the candidates who ran for office during the November 2nd election. If you choose to select a candidate during this meeting, we can do their Oath of Office during the December 15th City Commission Meeting.

Commissioner Baca stated that he included his name in the pool because he was disappointed on who submitted their letters of interest. However, he would like to nominate Shelly Harrelson because he feels that she would be a great person to take over this vacancy.

Commissioner Baca made a motion to nominate Shelly Harrelson to fill the vacancy of City Commissioner Position II. Mayor Pro-Tem Forrister seconded the motion.

Commissioner Luna feels that we should interview the candidates, and have the newly elected officials sit with them, and take the time to interview the individuals. She likes the Shelly nomination. However, she thinks that there are some individuals who exuded a great deal of time at Commission meetings, and Ms. Harrelson is rather new to the world.

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Mayor Whitehead asked if there is opportunity if we don't vote on the nomination today, that we could place this on the next agenda to have interviews of the individuals, and maybe even open it up for more letters of interest. Maybe there are people out in the community who didn't know that this was something that they could do. She likes the idea of having interviews and inviting the new Commission to be part of this process.

Mayor Pro-Tem Forrister explained that they were ridiculed for not choosing a replacement for the vacant seat right away, and now we are being ridiculed because we need to wait for the new Commission to come in, and choose. When they first discussed this, they wanted to choose from the applicants that did not win the election, because they put in the time to run, and then they said that they would open it up and take letters of interest until November 10, 2022 so those who did not win the election could also submit their letters of recommendation. These are the people who submitted their letters so she does not feel that they need to open it up again.

Commissioner Baca agreed with Mayor Pro-Tem Forrister.

Mayor Whitehead stated that there is a motion on the floor that was made by Commissioner Baca to nominate Shelly Harrelson to fill the vacancy of City Commissioner Position II and Mayor Pro-Tem Forrister seconded the motion.

Roll call was taken by the Clerk-Treasurer for Commissioner Baca's motion.

Hon. Sandra Whitehead, Mayor voted nay
Hon. Amanda Forrister, Mayor Pro-Tem voted aye
Hon. Paul Baca, Commissioner voted aye
Hon. Frances Luna, Commissioner voted nay

Motion failed with due to a tied 2-2 vote.

Commissioner Luna made a motion to set up a Special meeting before the December 15th Commission Meeting to interview the individuals who submitted their letters of interest. Mayor Whitehead seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

It was agreed that the Special Meeting will be held on Monday, November 29, 2021.

3. Discussion/Action: Approval to dissolve and close the Golf Course Infrastructure Fund:

Traci Alvarez, Assistant City Manager explained that the Golf Course Infrastructure Fund was established during the time that we had a contracted Golf Course Golf Pro/Manager, and as part of the Golf Pro agreement the contracted Golf Course Golf Pro/Manager received 95%-100% of the daily green fees and annual fees. The purpose of the fund was to track the revenues, and to make sure that proper reporting was being done. There was a \$1 fee that was put back into the Golf Course Infrastructure Fund for

future development. Now that the Golf Course is managed by the Municipality, we are receiving 100% of the revenue that is generated at the Golf Course. With that being said, we would like to dissolve and close the Golf Course Infrastructure Fund. There is approximately \$16,000 in that fund that we would like to put back into the Golf Course.

Commissioner Baca made a motion to dissolve and close the Golf Course Infrastructure Fund. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approve Amendments to Frisbee Golf Fees Resolution No. 55 20/21:

Traci Alvarez, Assistant City Manager requested that we amend Resolution No. 55 20/21 pertaining to the Frisbee Golf Fees. We wanted to clean up the language a little bit, and remove the reference to the Golf Course Infrastructure Fund. No fees are being changed on this resolution.

Mayor Pro-Tem Forrister made a motion to amend Resolution No. 55 20/21 pertaining to Frisbee Golf Fees. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Accept and Approve Interim Loan Funding Offer from Bank of the Southwest and open a bank account for the Interim Loan Funding:

Traci Alvarez, Assistant City Manager explained that we received funding from USDA a couple of years ago for the Downtown Water Improvement Fund, and part of the requirements from USDA is to obtain a bridge loan for design, and then the interim funding will be for construction. We did our bridge loan with RCAC, but USDA does like to encourage us to try and go local, especially for the interim loan funding. We reached out to some of the local banks, and Bank of the Southwest offered us a \$5,487,000 which is the cost to proceed forward with our construction portion. This loan would be offered for 18-36 months, but it will only be until construction is complete. Once construction is complete, USDA will then close the loan with the Bank of the Southwest, and the loan will then go through USDA at a 1.2% interest rate.

Commissioner Luna made a motion to accept and approve the Interim Loan Funding Offer from Bank of the Southwest and open a bank account for the Interim Loan Funding. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17:

Traci Alvarez, Assistant City Manager explained that the applicant is requesting a plat amendment at the location of 128 Broadway, Truth or Consequences, NM. A public hearing was held at the November 4, 2021 Planning & Zoning Commission Meeting. We have three Planning & Zoning Commissioners on a five person board. The applicant was in attendance, and we had one proponent and there were no opponents. The vote of the Planning & Zoning Commission was 1 vote for yes, 1 vote for no, and one member abstained from voting. Therefore, we request that the Commission make the decision for this plat amendment. During the public hearing, it was staff's recommendation to not approve the request due to concerns with the infrastructure of water, sewer, and electric. We have water at Broadway, and we have water and sewer in the back alley. The applicant is requesting to split the lot in half with front access to one lot, and rear access to the other lot. The Electric Department and the Water Department made some requests, and the applicant did send her a letter from the applicant, and an amended plat amendment. She was able to reach out to the water, electric, and wastewater department. The water department is fine with the easement. However, do bear in mind that sewer would need to go through parcel 2 to get into parcel 1. Parcel 1 would only have direct access from Broadway, and Parcel 2 would only have access from the alley. Both lots would not have unobstructed legal access to city water and wastewater lines, and a utility easement may not provide ease of access due to the location of existing water, sewer, and electric lines. The Electric Department does not approve the application.

Applicant Charles Perry explained that he bought the property 3 years ago, and his main interest for buying the property was because it is across the alley way from property that he owns at 400 Mims Street, which is a retreat therapy center, and he felt that the Black Cat Book and Coffee store was one of the great assets in this town. He would like to preserve the book store as an asset in this town. It was ran by volunteers before COVID hit. At this stage in his life, he is not too concerned with making money in this town. It is more important to him to provide a service. His interest is the health and wellbeing of the community, and by preserving the book store it would be a healthy asset to this community for communication exchange. He currently has two buyers who plan on keeping it a book store. This is a high priority for him so he has not entertained other potential buyers. He has been trying to hold this together in a way that they will be able to take on the property. The agreement that they currently have if he is able to divide the property is to reduce cost of the front half in a way that will allow them to buy the property and continue with the book store. He can also benefit with his business across the alley by having parking, and some place for storage. He looked into assimilating the back half of the property with his existing property, but he was told that it would be a difficult process. Therefore, he is trying to divide the property, and provide parking for his business. He has a walk way on his Mims property which is the only walkway and curb intact on that side of the street. There is a walkway across the alley

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way that has access to that, and he is happy to write up an easement for that. He met with Bo Easley in the Electric Department, and they went to the property, and went over the service, and where service dropped if he got onto the property from the alleyway, so he is surprised that he doesn't approve of this. He has had two contractors who looked at the property, and they would provide a power drop to the property within the easement so indicated. In fact his conversation with Mr. Easley was positive as far as putting poles in and providing an electrical drop in that easement. He is very surprised that there is any issue there at this point. He feels that he has done everything that he can, and he feels that the easements are there for the utilities, and he does not see any reason for it not to proceed. Any development he does on the back half will be for the community. He is very community oriented. He feels if this doesn't happen he would likely lose the sale, and he would not know who would buy it or what they would do with the development. It is his understanding that once this property is divided, there is less room for development.

Mayor Pro-Tem Forrister asked Assistant City Manager Alvarez which Planning & Zoning Members voted against this.

Traci Alvarez, Assistant City Manager stated that Member Sisney voted against it because a lot of the surrounding lots downtown are not split.

Mayor Whitehead asked if they do not approve the Summary Plat Amendment and the Variance Request today, is this something that can be brought back in the future.

Traci Alvarez, Assistant City Manager responded yes. It can come back before the Commission again.

City Clerk Torres added that it would have to go for another public hearing.

City Attorney Rubin agreed.

Mayor Whitehead feels that it would be better for them to wait to approve this until they get approval from all departments.

Mayor Pro-Tem Forrister asked Mr. Perry what his conversation was with Mr. Easley.

Applicant Charles Perry stated that they went over where the service drop holes would need to be put, and where the service drop was. Mr. Easley had one concern about the service drop clearing a roof structure that can easily be removed. He indicated, given those conditions there was no problem with the service drop. Electrician, Frank Luchini will provide a service drop to that area. Luchini is a well-known and well respected electrician who will do the service drop legally and consistent with his conversation with Mr. Easley. They are planning to even upgrade that service from 100 amps to 200 amps so it is a service upgrade, and a service drop that doesn't go across the center of the property, it goes down the side of the property and avoids going through a tree. Luchini

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assured him that the service drop will be made legally, and he is going to put in the poles that Mr. Easley recommended.

Mayor Pro-Tem Forrister asked, if the electric doesn't get done, and they approve this, and the buyer purchases it, and the electric has not been changed to what Mr. Easley recommended. What happens then?

Assistant City Manager Alvarez stated that she cannot answer that, but she can tell you that Mr. Easley did receive the updated plat amendment and the letter from the applicant, and via his email this morning he said that he still does not approve the request because not all requests have been met. When applicants submit their application, they are told that due to publication dates and dates of meetings it could take up to 90 days for them to get through the Planning & Zoning Commission, as well as the City Commission. We also have the certified mailings that have to go out to the adjacent property owners, and all of that was done within the 90 day timeframe. There was no delay on the city's side for any meetings or hearings. As soon as the application was received, the applicant was put on the next available Planning & Zoning agenda that met the publication requirements, and then straight to this agenda.

City Manager Swingle asked what will be in the business in the back portion of the property.

Applicant Charles Perry responded that he does not currently know, but he knows if they divide it, there will be less room for development because of the setback. As of right now he would like a parking area in the back next to the alley. They would be able to provide 6 or 7 parking spaces. They also have a storage unit in the back which he is using for storage for his business across the street. However, he does not have the money to develop that at this point.

City Manager Swingle asked Assistant City Manager Alvarez if this will be a business that will need to be accessed from the back area.

Assistant City Manager Alvarez responded, for future development, if at any point in time that rear area is sold, the only access to the business would have to be through the alley.

City Manager Swingle then asked if we have that situation in any other area in the downtown district where the business access is in the alley.

Assistant City Manager Alvarez responded that she cannot think of one.

City Manager Swingle explained, if we allow this, we are setting a precedence of the alley being the business access which is something to be concerned about.

City Attorney Rubin read the code of ordinance Chapter 15, Sec. 15-15 (b) which states All lots to be created have direct, legal, unobstructed access to an existing city maintained street.

Applicant Charles Perry stated that the alley is used as a walkway from the park, and it is not a through street because the dip end of it is where the water runs across the alleyway. Many businesses in town walk through that parking lot, and down that alleyway. There is no walkway from that alleyway up to Broadway on that side of the street, so it doesn't make sense to require him to provide something that even his neighbors are not providing. He will provide a short walk way right across the alley into a walkway that is on the street. He feels that he has done as much as he can to be in compliance with that. He knows that there are a lot of businesses that are accessed from the back including the Brewery. People usually park in the back, walk across the alley, and o in the back door. Mario's Café also has a place in the back area as well.

Mayor Pro-Tem Forrister made a motion to deny the request for a Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Attorney Rubin stated that it may be appropriate for him to prepare an order which sets forth what the Commission just ruled on so if there is ever any litigation down the road, we will have that in place.

7. Discussion/Action: Review and approval of the updated Police Department Use of Force Policy:

Victor Rodriguez, Chief of Police explained that this is an updated, and revised policy to put the Police Department on a constitutional based policing practices. One of the biggest changes is to the duty to intervene which requires law enforcement officers to intervene in any cases above reasonable use in force. This has been reviewed by legal, and through the City Manager's Office.

Mayor Pro-Tem Forrister made a motion to approve the Review and approval of the updated Police Department Use of Force Policy. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Approval of Purchase Requisitions over \$20,000:

Assistant City Manager Alvarez reviewed the Purchase Requisitions over \$20,000 that were provided in the packet.

Mayor Pro-Tem Forrister made a motion to approve the Purchase Requisitions over \$20,000. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of Contract with AKS Architecture for Multiple Engineering and Architecture Projects under a Single Contract:

Assistant City Manager Alvarez explained in March, city staff went out for RFP No. 20-21-011 which was a request for on call multiple engineering and architecture services. The Commission voted on April 20, 2021 to award multiple firms. Those firms have been awarded, and we have been without a Procurement Officer in finance for a while, so now we that we have a new Procurement Officer we are in the process of awarding those contracts to each of the firms. This will enable staff to reach out to various on call firms if they need any type of engineering or architecture services. This is at no cost unless services are provided.

Commissioner Luna made a motion to approve the Contract with AKS Architecture for Multiple Engineering and Architecture Projects under a Single Contract. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Approval of Contract with Desert Peak Architects for Multiple Engineering and Architecture Projects under a Single Contract:

Mayor Pro-Tem Forrister made a motion to approve the Contract with Desert Peak Architects for Multiple Engineering and Architecture Projects under a Single Contract. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Approval of Contract with Huitt-Zollars, Inc. For Multiple Engineering and Architecture Projects under a Single Contract:

Mayor Pro-Tem Forrister made a motion to approve the Contract with Huitt-Zollars, Inc. For Multiple Engineering and Architecture Projects under a Single Contract. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Approval of Contract with Parkhill for Multiple Engineering and Architecture Projects under a Single Contract:

Mayor Pro-Tem Forrister made a motion to approve the Contract with Parkhill for Multiple Engineering and Architecture Projects under a Single Contract. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Approval of Contract with Spears Horn Architects for Multiple Engineering and Architecture Projects under a Single Contract:

Commissioner Baca made a motion to approve the Contract with Spears Horn Architects for Multiple Engineering and Architecture Projects under a Single Contract. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Approval of Contract with WHPacific Inc. for Multiple Engineering and Architecture Projects under a Single Contract:

Mayor Pro-Tem Forrister made a motion to approve the Contract with WHPacific Inc. for Multiple Engineering and Architecture Projects under a Single Contract. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Approval of 2022 City of Truth or Consequences Holiday Schedule:

City Manager Swingle explained that this is the holiday schedule for 2022. It starts with December 31, 2021 through January 2, 2023. The holiday schedule is for all of the holidays for the year. We are looking at 13 holidays for the year, including a holiday this year, and a holiday in 2023 that is listed, and two half days for Spring Day/Good Friday and Fiesta Day.

Mayor Pro-Tem Forrister made a motion to approve the 2022 City of Truth or Consequences Holiday Schedule. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

16. Discussion/Action: Review and approval of take-home vehicle forms for the Truth or Consequences Police Department:

City Clerk Torres explained that the City of Truth or Consequences has two additional Police Officers who will be taking home a city vehicle. In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The two take-home vehicle requests are from Officer Christopher Pinon Aguilar and Officer Alejandro Carreon. Staff recommends approval.

Commissioner Baca made a motion to approve the take-home vehicle forms for the Truth or Consequences Police Department. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. REPORTS:

City Manager Swingle reported the following:

- Right now we've experienced a tremendous cases of COVID among city employees, and we've had a very challenging time in managing that and keeping offices open. We've purchased a number of rapid testing kits so that we can test employees to make sure that they are okay to come to work so we can keep services running, but if it continues at the rate that it is at this point, he knows it is going to impact us. It is impacting the schools, and they are closing for a period of time, and that is a reality of what we are all facing in the community, and the state. Don't be surprised if he calls you to let you know that one office or another is closed because of positive cases. We will do everything in our power, management wise to insure that we keep integrity offices up and running, but there is no guarantee right now.
- We had a SCRDA dispatcher, Keith Gonzales who passed away this week due to a short illness that he had. He had 7 years of service with SCRDA, and he was a joy, and a very nice guy to talk to. Everyone loved him. Between the law enforcement community, and dispatchers, there were a lot of tears shed. Please keep him and his family in your thoughts and prayers.
- We are cancelling our Senior Staff Meeting on Monday, November 22nd because he will be on a trip to meet with David Abby and the Legislative Finance Council to discuss some funding. Some members of the hospital and the Governing Board will be participating in a meeting to seek funding for the behavioral health unit, and that concept is being presented by the hospital to use the old hospital and that space. We want to secure the funding, and we've received a commitment from the Governor for the funding.
- The Governor just announced \$60 million dollars for the Veterans Home. We had that meeting a couple weeks ago with David Abby and a couple of cabinet secretaries and a very large legislative delegation. We are also looking at another \$40 million for the behavior health unit which will be a unit similar to what they have in Las Vegas New Mexico. This will be a regional health facility for in and out patient/residents.

- There have been a lot of vacancies for city jobs. There are two reasons for that. One being that there have been some personnel actions that have been taken against some employees, and we have some who are on the cuffs with leaving because of salaries. We still have employees making minimum wage or very close to it, and they have been here for a very long period of time. When you look at trying to keep costs down in the city; that is harming the employees. When you have an employee who has been here 11 years doing very hard, challenging work, and they are making \$13 an hour. That means that we are doing something wrong. That is across the board in departments. In regards to the salary study, we have submitted all of the information needed to conduct the salary study, and now the proposal is being written on what it is going to look like, and what it will cost us. We will take a look at that and digest it. We don't have the funding to make those jumps, and we will more than likely have to make some significant jumps in salaries for those employees, based on the study. The document will tell us additionally how much more revenue we need to generate. The community has gotten too comfortable with our employees making very little to no money when Walmart and McDonalds are paying more than what we are paying our employees. You can't get competent heavy equipment operators who start out at \$12 an hour. We've got to get them more money. It really bothers him that we've become so comfortable with paying the bare minimum to put a body in a position. It won't solve our problem with knowing how much we have to pay, but it will be a tool we'll use to understand how much revenue we need to grow for salaries.
- He commenced Spin Launch completed their first test flight of the prototype of sending a satellite into space. Spin launch is a system that uses kinetic energy which is a primary means of getting a satellite into orbit, and right now businesses are paying millions of dollars to get a satellite. Spin launch is looking at maybe doing it for \$100,000 or less to get these satellite's to orbit. This is a test site facility at the Spaceport.
- We some special military operations going out at the Spaceport, and it was a very good month for the Airport due to that. In October we sold over 11,000 gallons of fuel, and that is over \$46,000 in revenue. In September fuel sales were a little over 5,200 gallons at around \$21,000 worth of revenue. We are going to see an increase in revenue with the resolution change that you made at the past meeting, but under the \$.10 per gallon fee that we were getting, that was not even paying for all of the fuel services which included the fuel vehicle, fuel farm, and the staff that is doing the fueling. The new fee structure looks a lot more promising.
- In 2020 we ended up with 962 animals. This year through October 31st we are already at 1228 animals that the shelter has received. The facility was never designed or intended to handle this volume of animals. When animals are coming and going that is one thing, but we are having animals in the facility for a very long time. Anywhere from 3-6 months. Traci, Tara, and OJ are looking at options to fast track that a little bit. We are going to have to talk to the County about the agreement we have with them. We go out and pick up animals and the County wants to take care of enforcement action, but if no enforcement action

occurs, these animals stay in our care and custody indefinitely and it is costing us \$30 a day for an animal. Our "save rate" for the year is 91.91% at the facility. The expansion of kennel area at the Animal Shelter was a project listed on the ICIP list. Everyone involved is doing an amazing job.

- In October we had 425 golfers at the Municipal Golf Course. We generated around \$4,500 in revenue from the 425 golfers. In September we had 365 golfers and the revenue was a little higher at \$7,590. Comparing the two months we show an increase in players in October, but we saw a decrease in revenue by \$3,000. Typically that is due to someone paying a membership fee, but we do not have a lot of annual memberships at the Golf Course.
- They had 182 swimmers for the month of October at the Municipal Pool, an average of 18.2 swimmers per day with revenue of \$1,000. They had 495 swimmers for the month of September, an average of 35.3 swimmers per day with revenue of \$955, and they had 844 swimmers for the month of August, an average of 42.2 swimmers per day with revenue of \$2,500. They are looking at ways to stay open for the winter and will monitor it on a monthly basis, but they may need to close the pool if the numbers do not increase.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Luna reported the following:

- She received a call regarding the recycle bins being dropped off from 8:00 a.m. to 3:00 p.m. and the individual who was complaining stated that individuals who work 8-5 or 9-5 are unable to utilize the drop off bins or facility due to the hours being in line with the working person's hours so they were wondering if there is a way that we can have the recycle bins go out at 7:00 a.m. or have a day where they would be able to drop off their recyclables.

Commissioner Baca had no reports.

Mayor Pro-Tem Forrister reported the following:

- She wished that the golf course people would have stayed around, because we raised rates at the Golf Course to be comparable to others, but she still thinks that we still have some of the lowest rates around. It's costing us \$200,000 to keep the Golf Course open, and we are only receiving \$40,000 in revenue so our option was to raise the rates or not have a Golf Course.
- She asked what the procedure will be when they fill Aragon's seat.

Response to Golf Course comment:

City Manager Swingle stated that he met with most of the people who were here today, and frankly they just did not like his response. The Golf Course is running us a little over \$266,000 a year to operate, and we are receiving about \$40,000 in revenue from the Golf Course. Everything else is coming from the General Fund. They feel that historically the Commission willingly chose to keep the rates down so that people could

play golf, and we would absorb it out of the General Fund. That may have been a mindset in the past, but it can't be the mindset of the future. The numbers are consistent with all of the other Golf Courses, and they are in fact under the other Golf Courses. The patrons are not happy with that. They feel that they should be entitled to play golf at a very low rate and let the General Fund absorb it.

Response to the procedure to fill the vacant City Commissioner seat:

City Clerk Torres stated if the Commission wants to ask specific questions, she can compile their questions before the meeting, and she can have the applicants wait in the Civic Center while each applicant is being interviewed. She can also designate a time frame for each applicant if that is the will of the Commission. It's really up to the Commission on how you all would like to proceed.

Mayor Pro-Tem Forrister would like for each Commissioner to submit 1-2 questions that they feel they want answered, and submit that to the Clerk so she can compile them, and then the applicants can stand up here and give us a brief introduction of themselves, and then we can ask them our questions.

Mayor Whitehead stated that is what they have done in the past.

Mayor Whitehead reported the following:

- She congratulated the newly elected officials. She knows that they will all do a great job.
- She wished everyone a safe and Happy Thanksgiving holiday.

J. EXECUTIVE SESSION:

- a. Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2).**
- b. Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7).**

Commissioner Baca made a motion to go into executive session at 12:09 p.m. to discuss Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2) and Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7) was discussed first.

Mayor Whitehead was present for the discussion regarding Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7). She recused herself from the discussion regarding Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2).

CITY COMMISSION NOVEMBER 17, 2021 REGULAR MEETING MINUTES

Mayor Pro-Tem Forrister reconvened the meeting in open session at 12:48 p.m.

Commissioner Luna certified that only matters pertaining to Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2) and Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7) was discussed in Executive Session.

Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7):

No action was taken.

Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2):

Mayor Whitehead recused herself, and was not present for the discussion or vote on the item.

Commissioner Baca made a motion to reject Erica Baker's appeal and accept City Manager Swingle's determination of termination. Mayor Pro-Tem Forrister seconded the motion. Motion carried unanimously.

K. ADJOURNMENT:

Commissioner Baca moved to adjourn at 12:50 p.m. Mayor Pro-Tem Forrister seconded the motion. Motion carried unanimously.

Passed and Approved this 15th day of December, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: F.2

SUBJECT: City Commission Special Minutes, November 29, 2021
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 9, 2021
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, NOVEMBER 29, 2021**

A. CALL TO ORDER:

The meeting was called to order by Mayor Pro-Tem Forrister at 9:00 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION:

1. ROLL CALL:

Upon calling the roll, the following Commissioners were reported present.

Hon. Sandra Whitehead, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Frances Luna, Commissioner

Also Present: Bruce Swingle, City Manager
Angela A. Torres, City Clerk-Treasurer

There being a quorum present, the Commission proceeded with the business at hand.

2. PLEDGE OF ALLEGIANCE:

City Manager Swingle called for Commissioner led the Pledge of Allegiance.

3. APPROVAL OF AGENDA:

Commissioner Baca moved to approve the agenda as submitted. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. INTERVIEWS TO FILL CITY COMMISSIONER POSITION II:

- 1. Rick Dumiak**
- 2. Art Burger**
- 3. Ingo Hoepfner**
- 4. Shelly Harrelson**

The Commission asked each candidate various questions regarding why they want to serve as a Commissioner, how they would handle certain situations as a Commissioner, and what their qualifications were.

CITY COMMISSION NOVEMBER 29, 2021 SPECIAL MEETING MINUTES

Rick Dumiak; Art Burger; Ingo Hoepfner; and Shelly Harrelson gave brief backgrounds of themselves, and explained why they were interested in serving in the vacant position, and why they feel they would be an asset to the Commission.

Commissioner Baca made a motion to appoint Shelly Harrelson to fill the vacant position of City Commissioner Position II. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

D. ADJOURNMENT:

Mayor Whitehead moved to adjourn at 9:55 a.m. Mayor Pro-Tem Forrister seconded the motion. Motion carried unanimously.

Passed and Approved this 15th day of December, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: F.3

SUBJECT: Acknowledge Regular Planning & Zoning Commission Minutes, November 4, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
THURSDAY, NOVEMBER 4, 2021**

MINUTES

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held at the City Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on Thursday, November 4, 2021 at 5:30pm.

CALL TO ORDER: The meeting was called to order by Chairman Hogg.

ROLL CALL:

Michael Hogg, Chairman
Chris Sisney, Vice-Chairman
James Bush, Member

ALSO PRESENT:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

Member Bush made a motion to approve the agenda. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES:

- a. Regular meeting of Monday, October 4, 2021.

Member Bush made a motion to approve the minutes. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. PUBLIC HEARING:

- a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. Traci Alvarez, Assistant City Manager**

Chairman Hogg – We will begin our Public Hearing. Is there anyone here who would like to speak?

Dawn C. Barclay, Deputy City Clerk – All those who will be speaking during the hearing, please raise your right hand to be sworn in under the Battershell Procedure. Ms. Alvarez please state your item for consideration.

(Note: Charles Perry, Applicant and Sid Bryan, Proponent were sworn in at the time.)

Traci Alvarez, Assistant City Manager – Good evening Chairman and Members of the board. This discussion action is for a Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. Applicant is in the audience and he has submitted all his required documents. The application and all applicable fees have been paid. He is requesting to split the lot at 128 Broadway into two separate parcels. The lot is located in the downtown Main Street District in the commercial C-1. Parcel one has direct access from Broadway Street only, and parcel two will have direct access from the alley only. Both lots will not have obstructive legal access to City water and wastewater lines and a utility easement may not provide an ease of access due to the location of existing water, sewer and electric lines. I have attached in your packet the utility verification forms and notes from our Electric, Water and Wastewater Director's pertaining to the utility access. At this time the staff is not recommending approval to split the lots into parcels as it does not fit within the existing and surrounding lots as noted in the parcel map that was provided. With that said, I will stand for any questions.

Dawn C. Barclay, Deputy City Clerk – Does the board have any questions for Ms. Alvarez?

Chairman Hogg – Recused myself because Sid Bryan is his landlord, and he has a good relationship with him.

Member Bush - I have no questions for Ms. Alvarez.

Bruce Swingle, City Manager –Mr. Chairman and Members of the board, we have a procedure issue. This board has 5 appointed seats. We need a majority vote from the board, and three is

the majority. Someone can recuse them self which is certainly not a problem, if there is a conflict, and it sounds like there certainly is.

Vice-Chairman Sisney – I would still like to take a vote.

Bruce Swingle, City Manager – You can proceed with asking questions and moving along with dialog, while coming to a vote. At best you would have two in support, and one abstained. Keeping in mind there are not enough members for a vote, but it will continue onto the City Commission for a final decision. It would be a good idea to continue on to hear what you have to say so we can communicate this to the City Commission.

Traci Alvarez, Assistant City Manager – I just want to confirm that, without having a majority vote, it will still continue to the City Commission for discussion.

Chairman Hogg – I'm still not comfortable with moving on.

Vice-Chairman Sisney – I will chair the meeting.

Bruce Swingle, City Manager – Mr. Chairman, as I understand, you are not able to participate in any way shape or form. Ok, we have a Vice-Chairman who will continue on with the hearing.

Vice-Chairman Sisney - I don't have any questions for Ms. Alvarez. Does anyone else have any other questions for Ms. Alvarez?

Dawn C. Barclay – Moving on, do we have any Proponents in the audience that would like to speak?

Charles Perry, Proponent – My name is Charles Perry, I'm also the owner of 400 Mims Street, which is the property right across the alleyway from the property up for review. I'm also really good friends with Chris and Jessica, who own the property on the corner of Mims and Broadway next to 128 Broadway. I spent 20 plus years as a plumber electrician and I'm somewhat familiar with utilities, and drops, and this sort of thing. I spoke to the City about the water supply to the front unit as separate to the back, and at that time they said they were planning to do new water lines on Broadway, and at that time they could put in a new meter next to the building, which makes sense providing water to that building. There is also water in the alleyway available. The gas line comes from the front of the building, and the sewer goes out the front of the building. I also spoke to Bo Easley, Electric Department Head about the electrical drop to the front of the property. I think there is a reasonable way to do that. I also photographed the alleyway and the walkway. There is no real curb on that side next to the street on Mims Street. We do have a curb and sidewalk on the property in front of the building on Mims Street, and it is a short walk

across the alleyway. I'm happy to provide an easement or walkway to our sidewalk which has the curb as there are very few walkways in our neighborhood. People walk from Riverbend, and there is no walkway on one side of the road, and people typically walk in the road down the alleyway. It's a common way to transport. There is a sign by the park saying it is not a through road. It seems to me that the walkway and access to that property is very close to the street, and is very reasonable given what is happening in the neighborhood. One plan is to put the first 15 to 20 feet in the back for business parking and in the future for some additional parking. I also inquired about combining the lots, but it was a very difficult procedure. The overall goal for the City, and the two potential buyers for Black Cat Book and Coffee is to retain the back property, and charge less for the front property, due to minimal funding, dividing the use, and not losing the current tenants, as well as keeping in mind the integrity of the town.

Sid Bryant, Proponent – I was notified of the action request on the property, and I had prior knowledge on the concern because I was the realtor. But I'm also neighboring the property boundary. I feel it's a positive step for keeping the current business in operation. Other interested parties who would like to purchase the property will vacate the current business owners.

Opponents: None

Dawn C. Barclay, Deputy City Clerk – Closed the hearing for any further discussions.

Vice-Chairman Sisney made a motion to approve the request for a summary plat amendment and variance request at 128 Broadway, Truth or Consequences, NM.

Roll call was taken.

Michael Hogg – Recused himself.

Chris Sisney – Voted Nay.

James Bush – Voted Aye.

Motion died with a 1 to 1 vote, and 1 vote abstained.

5. REPORTS FROM THE BOARD:

There were no reports from the staff.

6. REPORTS FROM STAFF:

Bruce Swingle, City Manager, reported the City has begun looking at the Cannabis Bill, and will be looking at drafting an Ordinance addressing medical marijuana use, recreational use, commercial use, and zoning issues. He highly encouraged the board to take a look at the State Law that was just passed. At some point the City will have the Ordinance, and will be coming before the board for their input regarding the zoning language. He stressed it will be a learning experience dealing

with zoning all the way to regulatory licensing, to saturation in density with businesses in our Community. Chairman Hogg requested he would like to receive any educational materials that are available. Bruce Swingle, City Manager made some suggestions, and Traci Alvarez, Assistant City Manager followed up by confirming she will send the suggested materials to Dawn C. Barclay, Deputy City Clerk so she can disburse to the board for review.

7. ADJOURNMENT:

There being no further business to come before the Planning & Zoning Commission. Member Bush called to adjourn the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.

PASSED AND APPROVED ON THIS 2TH DAY OF DECEMBER 2021.



**Michael Hogg, Chairman
Planning & Zoning Commission**



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: F.4

SUBJECT: Accounts Payable, November 2021
DEPARTMENT: Finance
DATE SUBMITTED: December 7, 2021
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: City Manager- Bruce Swingle

Summary/Background:

According to Sec. 2-28 of the Municipal Code related to Publication of expenditures:
Each month there may be published a summary of expenditures made during the preceding calendar month, which shall include a list of the total expenditures during the month, the amount spent in connection with each budgetary item, and a summary of all receipts; provided, however, that the publication mentioned in this section shall be made only at the discretion of the Commission if it shall deem such publication necessary in the public interest.

Recommendation:

Approve the Accounts Payable summary for November 2021

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$646,369.49

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Ruby Otero, Account Payable

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. N/A Ordinance No. N/A

Continued To: - Referred To: -

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 11/1/2021 - 11/19/2021

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

Carol Kirkpatrick 12.3.21
FINANCE DIRECTOR OR DESIGNEE DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
KING'S LOCKSMITH	007941	11/05/2021	KEYS AND OTHER LOCKSMITH	101-1014-43403	14.20
SIERRA VISTA HOSPITAL / SIER	10292021	11/05/2021	GRT DISTRIBUTION FY 21/22	101-1017-48599	22,902.26
JAIME F. RUBIN, LLC	102921	11/05/2021	OPEN PO FOR LEGAL SERVICE	101-1000-43597	9,389.06
CITY UTILITIES	102921	11/05/2021	CITY LANDFILL BILLS/OPEN PO	101-1018-43780	34.64
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	91.57
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/GENERAL	101-1018-43780	482.61
SIERRA COUNTY SENTINEL	108017	11/05/2021	HELP WANTED ADS FY21-22 -	101-1004-43740	378.73
MANANA	110-21	11/05/2021	OPEN PO-LANDSCAPING SERV	101-1009-47415	900.00
WILLIAM I. BUHLER	11022021	11/05/2021	FISH POND WATER RIGHTS FY	101-1009-43770	450.00
JET-SON GARAGE & HOBBIE	11595	11/05/2021	WINDOW PROTECTANT MAIN	101-1009-47420	325.00
WINDSHIELD DOCTOR	1371-1668384	11/05/2021	DODGE TRUCK TWO WINDSHI	101-1007-47420	145.00
WINDSHIELD DOCTOR	1371-1668384	11/05/2021	DODGE CHARGER WINDSHIEL	101-1007-47420	211.58
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	FUEL DOOR HOUSING	101-1007-47420	71.20
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	BODY LABOR	101-1007-47420	15.00
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	PAINT SUPPLIES	101-1007-47420	12.80
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	GAS COVER FOR UNIT 04788G	101-1007-47420	103.72
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	PAINT	101-1007-47420	20.00
SIERRA COLLISION & TOWING	1371-1718614	11/05/2021	BODY SUPPLIES	101-1007-47420	20.23
SIERRA COLLISION & TOWING	1371-1718653	11/05/2021	LABOR	101-1007-47420	41.68
SIERRA COLLISION & TOWING	1371-1718653	11/05/2021	SUPPLIES	101-1007-47420	1.20
SIERRA COLLISION & TOWING	1371-1718653	11/05/2021	LT MIRROR OUTSIDE POWER	101-1007-47420	297.65
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1007-43316	12.84
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1007-43316	12.84
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1007-47420	34.09
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1007-47420	20.43
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1009-47420	174.68
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	101-1014-47420	20.00
ERIC DOWNS	155343	11/05/2021	DEPOSIT REFUND 8/13/21 HE	101-1099-34348	50.00
COOPERATIVE EDUCATIONAL	24-120820	11/05/2021	ENGINEERING SERVICES RIVE	101-1010-48598	2,811.49
M&M MECHANICAL	2778	11/05/2021	INSTALLATION OF R.A. DUCTS	101-1014-43403	2,495.50
SIERRA AUTO/CARQUEST	290700	11/05/2021	SYNTHETIC OIL 0W20	101-1009-47420	47.12
SIERRA AUTO/CARQUEST	290702	11/05/2021	OIL FILTER	101-1009-47420	4.03
SIERRA AUTO/CARQUEST	290735	11/05/2021	OIL FILTER	101-1007-47420	4.03
SIERRA AUTO/CARQUEST	290735	11/05/2021	AIR FILTER	101-1007-47420	7.99
SIERRA AUTO/CARQUEST	290776	11/05/2021	BEARINGS	101-1009-47420	78.94
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	PENDAFLEX FOLDER 2 DIVIDE	101-1004-44606	69.06
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	REINFORCED FILE POCKET 5.2	101-1004-44606	36.98
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	STAPLES FLAT PUSH STAPLE RE	101-1004-44606	3.34
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	BROWN KRAFT PARK CLASP &	101-1004-44606	29.31
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	TRU RED FOLDER 1 DIVIDER LI	101-1004-44606	28.06
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	2022 AT-A-GLANCE CALENDAR	101-1004-44606	17.81
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	2022 AT-A-GLANCE CALENDAR	101-1004-44606	17.81
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	C-LINE PLASTIC FILE SORTER B	101-1004-44606	15.40
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	2022 BLUE SKY CALENDAR W	101-1004-44606	11.99
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	TRU RED 6 CAMPARTMENT W	101-1004-44606	2.83
STAPLES CONTRACT & COMM	3486553091,3489076433,348	11/05/2021	2022 BLUE SKY CALENDAR RE	101-1004-44606	35.98

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STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	WIRE MESH ORGANIZER SET	101-1006-44606	24.38
STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	COMPUTER MONITER STAND	101-1006-44606	15.50
STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	HP 952 XL BLACK INK	101-1006-44606	82.22
STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	HP 952XL/952 BLACK/COLOR I	101-1006-44606	99.74
STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	TAPE DISPENSER	101-1006-44606	1.97
STAPLES CONTRACT & COMM	3490297867,3490297868	11/05/2021	LAUNDRY DETERGENT	101-1006-44607	48.32
SILVERSKY, INC.	442327-SI	11/05/2021	EMAIL SERVICE OPEN PO FY2	101-1018-43815	162.54
FOXWORTH-GALBRAITH	480789,437978,477190	11/05/2021	FIELD SUPPLIES-PARKS	101-1009-44607	158.90
SIERRA VETERINARY SERVICES	63070,63105	11/05/2021	VETERINARY SERVICES	101-1006-48598	409.59
SIERRA VETERINARY SERVICES	63155	11/05/2021	VETERINARY SERVICES	101-1006-48598	197.47
INTEGRATED TECHNOLOGIES	7273	11/05/2021	IT SERVICES OCTOBER 1, 2021	101-1018-48598	984.84
GRAINGER, INC.	9098313977	11/05/2021	42 WATT T4 4PIN LAMP	101-1014-43403	115.80
GRAINGER, INC.	9098313977	11/05/2021	4 FOOT T8 FLOURESCENT LA	101-1014-43403	84.96
VERIZON WIRELESS	9891452284	11/05/2021	PHONE BILLS/OPEN PO FY 21/	101-1007-43775	247.08
VERIZON WIRELESS	9891452284	11/05/2021	PHONE BILLS/OPEN PO FY 21/	101-1008-43775	183.51
NM MUNICIPAL LEAGUE	11082021	11/10/2021	2021 LGD BUDGET CONFEREN	101-1004-42720	50.00
SIERRA COUNTY SENTINEL	108045	11/12/2021	OPEN PO FOR BID AND RFP A	101-1004-43740	314.11
SUN VALLEY, INC.	160841/6	11/12/2021	2 GAL DK GRAY FLOOR EPOXY	101-1012-44607	133.00
SUN VALLEY, INC.	160841/6	11/12/2021	DISCOUNT	101-1012-44607	-11.05
SUN VALLEY, INC.	160841/6	11/12/2021	POLY FLOOR PAINT	101-1012-44607	87.98
SUN VALLEY, INC.	160870/6	11/12/2021	1.42X60YD PAINT TAPE	101-1012-44607	11.58
SUN VALLEY, INC.	160870/6	11/12/2021	DISCOUNT	101-1012-44607	-11.53
SUN VALLEY, INC.	160870/6	11/12/2021	MP 3" FLAT BRUSH	101-1012-44607	17.99
SUN VALLEY, INC.	160870/6	11/12/2021	MP GD 3PK 9X3/8" PAINT ROL	101-1012-44607	23.98
SUN VALLEY, INC.	160870/6	11/12/2021	GT6CUFT POL WHEELBARRO	101-1012-44607	99.99
AMAZON CAPITAL SERVICES, I	19PJ-FGJF-YKYC	11/12/2021	CELLULAR SHADES CORDLESS	101-1012-44606	639.96
AMAZON CAPITAL SERVICES, I	19PJ-FGJF-YKYC	11/12/2021	FALCON DUST-OFF COMPRESS	101-1012-44606	20.88
VALLEY VET SUPPLY	258823	11/12/2021	HOME AGAIN MICROCHIP	101-1006-44607	599.50
VALLEY VET SUPPLY	258823	11/12/2021	SYRINGES WITH NEEDLES	101-1006-44607	40.94
VALLEY VET SUPPLY	258823	11/12/2021	DURAMUNE MAX 5 DOG VAC	101-1006-44607	260.00
VALLEY VET SUPPLY	258823	11/12/2021	BRONCHI-SHIELD ORAL FOR D	101-1006-44607	596.85
TRANS UNION RISK & ALTERN	485949-202110-1	11/12/2021	MONTHLY CHARGE FOR TLO S	101-1007-43815	131.00
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1001-41226	151.20
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1002-41226	81.07
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1003-41226	221.66
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1004-41226	238.73
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1006-41226	106.80
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1007-41226	768.77
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1008-41226	102.00
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1009-41226	107.06
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1010-41226	64.80
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1011-41226	283.49
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1012-41226	112.80
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1013-41226	77.30
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1014-41226	190.80
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	101-1016-41226	180.73
TDS	11012021	11/19/2021	INTERNET SERVICE/PD OPEN	101-1007-43775	149.00
A-N-J CARPET AND TILE CLEA	000451	11/19/2021	VINYL FLOORING INSTALLED P	101-1014-43403	2,369.47
WEX BANK	011012021	11/19/2021	WEX FUEL POLICE DEPT-FY JU	101-1007-43316	3,337.52
WEX BANK	075545203	11/19/2021	WEX FUEL CARD OPEN P.O.	101-1009-43316	83.00
ALBUQUERQUE PUBLISHING	1000152872-1008/10001528	11/19/2021	OPEN PO FOR BID AND RFP A	101-1004-43740	486.74
WEX BANK	10312021	11/19/2021	UNLEADED FUEL WEX CARD	101-1014-43316	553.87
SIERRA COUNTY SENTINEL	108010/108164/108168	11/19/2021	OPEN PO FOR FY 21/22 PUBLI	101-1001-43740	266.63
CITY UTILITIES	11/12/21	11/19/2021	CITY LANDFILL BILLS/OPEN PO	101-1018-43780	193.25
WEX BANK	11012021	11/19/2021	FUEL FOR ANIMAL CONTROL/	101-1008-43316	792.17
TURTLEBACK PEST CONTROL,	11152021	11/19/2021	OPEN PO FOR PEST CONTROL	101-1014-43403	728.04
SIERRA COUNTY CLERK	11182021	11/19/2021	OPEN PO FOR FY 21/22 - REC	101-1001-43740	25.00
COPPLER LAW FIRM, P.C.	11186/11181	11/19/2021	OPEN PO FOR LEGAL SERVICE	101-1000-43597	1,964.14
IMIGEN REDDELL	153657	11/19/2021	CIVIC CENTER DEPOSIT REFU	101-1099-34348	250.00
QUILL CORPORATION	20604932	11/19/2021	HIGHLIGHTERS 24 PK	101-1003-44606	9.99

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QUILL CORPORATION	20604932	11/19/2021	2022 36"X24" CALENDAR	101-1003-44606	17.99
QUILL CORPORATION	20604932	11/19/2021	3"X3" POP UP STICKY NOTES	101-1003-44606	20.24
QUILL CORPORATION	20604932	11/19/2021	11"X17" PAPER	101-1010-44606	12.41
QUILL CORPORATION	20604932	11/19/2021	1 1/2"X2" STICKY NOTES 12 P	101-1010-44606	9.71
QUILL CORPORATION	20604932	11/19/2021	JUMBO PAPER CLIPS	101-1010-44606	10.79
QUILL CORPORATION	20604932	11/19/2021	1/2"X2" PAGE MARKERS	101-1010-44606	13.66
QUILL CORPORATION	20604932	11/19/2021	2022 8"X7" CALENDAR	101-1010-44606	8.09
QUILL CORPORATION	20604932	11/19/2021	5"X8" LEGAL PADS 6 PK	101-1010-44606	16.90
QUILL CORPORATION	20604932	11/19/2021	REGULAR PAPER CLIPS	101-1010-44606	6.29
ALARM CONTROL TECHNOLO	22541/22542	11/19/2021	FIRE ALARM MONITORING	101-1014-47410	53.94
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	101-1004-43815	9,715.15
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	101-1007-43815	9,715.15
INTERNATIONAL INSTITUTE O	28476/41084	11/19/2021	MEMBERSHIP DUES	101-1001-43770	115.00
INTERNATIONAL INSTITUTE O	28476/41084	11/19/2021	MEMBERSHIP DUES	101-1001-43770	175.00
ERIC DOWNS	306176	11/19/2021	DEPOSIT REFUND 11/12/21	101-1099-34348	50.00
NU-WAY LAUNDRY & CLEANE	36469/36582	11/19/2021	CARPET CLEANING SERVICE	101-1014-44607	276.09
ANGELINA DEL RIO PADILLA	388621	11/19/2021	CIVIC CENTER DEPOSIT REFU	101-1099-34348	350.00
LARICE MAGPIONG	769612	11/19/2021	DEPOSIT REFUND 11/13/21	101-1099-34348	50.00
QUEST DIAGNOSTICS, INC.	9195312512	11/19/2021	SCREENING & MRO FEE FY21-	101-1004-48599	326.40
LASTING PAWS PET MEMORIA	LC10391-I-0020	11/19/2021	ANIMAL CREMATION	101-1006-48599	732.20
Fund 101 - General Total:					83,343.72
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF	103121	11/05/2021	PAY DWI & COURT AUTO FEES	201-1903-44805	166.00
NM JUDICIAL EDUCATION CE	103121	11/05/2021	PAY JUDICIAL FEES FY 21/22 O	201-1903-44805	78.00
SIERRA COUNTY TREASURER	11012021	11/19/2021	PRISONER CARE OPEN PO FY J	201-1903-48710	3,960.00
Fund 201 - Corrections Total:					4,204.00
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/FIRE STATION	209-1603-43780	67.65
EMERGENCY SERVICES MARK	21-11611	11/05/2021	1 YEAR PHONE SUPPORT	209-1603-43770	10.00
EMERGENCY SERVICES MARK	21-11611	11/05/2021	1 YEAR SUBSCRIPTION/PAGER	209-1603-43815	800.00
MEGAHERTZ COMPUTER CON	49889	11/05/2021	INTERNET SERVICE/NORTH FI	209-1603-43775	54.25
MUNICIPAL EMERGENCY SER	IN1636908	11/05/2021	FIRE HOSES FOR NEW LADDE	209-1603-44613	8,911.76
Fund 209 - Fire Total:					9,843.66
Fund: 211 - Law Enforce Prot					
SIERRA COLLISION & TOWING	1371-1668438	11/05/2021	BODY SUPPLIES	211-2003-47420	24.97
SIERRA COLLISION & TOWING	1371-1668438	11/05/2021	LT LOWER MOLDING	211-2003-47420	125.52
SIERRA COLLISION & TOWING	1371-1668438	11/05/2021	LT PILLAR MOLDING	211-2003-47420	127.82
SIERRA COLLISION & TOWING	1371-1668438	11/05/2021	BODY LABOR	211-2003-47420	20.00
SIERRA COLLISION & TOWING	1371-1668728	11/05/2021	BODY SUPPLIES	211-2003-47420	9.42
SIERRA COLLISION & TOWING	1371-1668728	11/05/2021	BODY LABOR	211-2003-47420	15.00
SIERRA COLLISION & TOWING	1371-1668728	11/05/2021	LT APPLIQUE W/O KEYLESS EN	211-2003-47420	80.52
Fund 211 - Law Enforce Prot Total:					403.25
Fund: 214 - Lodgers Tax					
CHAMBER OF COMMERCE	100421	11/05/2021	OPEN PO FOR LODGERS TAX A	214-2503-47406	3,059.92
VETERANS MEMORIAL TRUST	102921	11/05/2021	OPEN PO FOR LODGERS TAX A	214-2503-47406	289.62
SUNNY 505	16750	11/05/2021	GRANT MANAGEMENT	214-2503-47597	1,058.52
RUANNA WALDRUM	1087	11/19/2021	WEBSITE AND MULTI-MEDIA	214-2503-60596	400.00
CHAMBER OF COMMERCE	111021	11/19/2021	OPEN PO FOR LODGERS TAX A	214-2503-47406	4,500.00
GERONIMO TRAIL SCENIC BY	111221	11/19/2021	OPEN PO FOR LODGERS TAX S	214-2503-48599	416.66
Fund 214 - Lodgers Tax Total:					9,724.72
Fund: 216 - Muni Street					
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	216-4503-43316	10.64
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	216-4503-47420	131.35
SIERRA AUTO/CARQUEST	290685	11/05/2021	CONV. 2 CYCLE (MOTOR OIL A	216-4503-44607	42.72
SIERRA AUTO/CARQUEST	291473	11/05/2021	AIR FILTER	216-4503-47420	14.33
SIERRA AUTO/CARQUEST	291524	11/05/2021	SPARK PLUG- CJ8	216-4503-44607	10.95
SIERRA AUTO/CARQUEST	291524	11/05/2021	SPARK PLUG- CR5HSB	216-4503-44607	10.45
SIERRA AUTO/CARQUEST	291655	11/05/2021	SERVICE CIRCUIT	216-4503-47420	11.32
SUN VALLEY, INC.	160727/6	11/12/2021	AUTOCUT TRIMMERHEAD 25-	216-4503-44607	51.98

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SUN VALLEY, INC.	160727/6	11/12/2021	DISCOUNT	216-4503-44607	-2.60
SHARE CORP.	183618	11/12/2021	BLAST AWAY	216-4503-44607	193.20
SHARE CORP.	183618	11/12/2021	CUTTING WHEEL 4 1/2X7/8	216-4503-44607	149.75
SHARE CORP.	183618	11/12/2021	INVERTED TIP ORANGE PAINT	216-4503-44607	99.60
SHARE CORP.	183618	11/12/2021	PRIMO CLEANER	216-4503-44607	88.20
SHARE CORP.	183618	11/12/2021	INVERTED TIP WHITE PAINT	216-4503-44607	99.60
B & H OIL CO.	52357,52364,52370,52373,52	11/12/2021	RED DIESEL	216-4503-43316	1,945.29
INTERWEST SAFETY SUPPLY, L	63821	11/12/2021	TRAFFIC CONES 28"	216-4503-44607	1,312.00
SOUTHWEST CONSTRUCTION	91363	11/12/2021	GRADER BLADE	216-4503-47420	270.00
SOUTHWEST CONSTRUCTION	91363	11/12/2021	26" WIRE	216-4503-47420	1,354.50
BARTOO SAND & GRAVEL, INC	M37264	11/12/2021	HOTMIX	216-4503-43550	8,246.00
				Fund 216 - Muni Street Total:	14,039.28
Fund: 294 - State Library					
OCLC, INC.	1000165718	11/05/2021	INTERLIBRARY LOAN SERVICE	294-5003-60834	201.66
TDS	11012021	11/12/2021	INTERNET SERVICE LIBRARY O	294-5003-60834	99.95
				Fund 294 - State Library Total:	301.61
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	110.76
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	295-4803-41226	68.90
				Fund 295 - Muni Pool Total:	179.66
Fund: 306 - CI Jt UH					
COOPERATIVE EDUCATIONAL	24-120821	11/05/2021	OPEN PO ENGINEERING SERVI	306-6103-48598	314.99
				Fund 306 - CI Jt UH Total:	314.99
Fund: 315 - CI Reserve					
LEE-SURE POOLS	31259	11/19/2021	POOL REPAIRS-EXPANSION AN	315-8008-43403	44,738.89
				Fund 315 - CI Reserve Total:	44,738.89
Fund: 360 - NMFA PROJECTS					
COOPERATIVE EDUCATIONAL	24-120820	11/05/2021	ENGINEERING SERVICES RIVE	360-7011-48598	2,595.26
				Fund 360 - NMFA PROJECTS Total:	2,595.26
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTH	103121	11/05/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTH	103121	11/05/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTH	103121	11/05/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
				Fund 403 - Pledge State Total:	18,834.93
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASS	102221	11/12/2021	HOT SPRINGS CONTRACTED S	501-1803-47415	1,000.00
				Fund 501 - Cemetary Total:	1,000.00
Fund: 502 - Util Office - Pool					
SILKE M. KAPELA	898716	11/05/2021	REIM. DIS.CHECK 10/27/21 PA	502-3601-37380	392.88
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	502-3601-41226	252.43
SILKE M. KAPELA	990813	11/12/2021	REIMB. FOR DISABILITY CHCE	502-3601-37380	392.88
SILKE M. KAPELA	990813	11/12/2021	REIMB. FOR DISABILITY CHCE	502-3601-37380	392.88
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	502-3601-43815	3,150.30
PITNEY BOWES INC.	800090909514238	11/19/2021	RENTAL OF EQUIP PITNEY BO	502-3601-43465	253.02
				Fund 502 - Util Office - Pool Total:	4,834.39
Fund: 503 - Electric					
TRIPLE H SOLAR, LLC	0277	11/05/2021	ENGINEERING SERVICES- OPE	503-3702-48598	1,120.00
CITY UTILITIES	102921	11/05/2021	CITY LANDFILL BILLS/OPEN PO	503-3702-43780	9.50
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.80
SILVERSKY, INC.	442327-SI	11/05/2021	EMAIL SERVICE OPEN PO FY2	503-3702-43815	162.56
INTEGRATED TECHNOLOGIES	7273	11/05/2021	IT SERVICES OCTOBER 1,2021	503-3702-48598	984.85
THE WELDING SHOP	06711	11/12/2021	PATCH HOLE IN BOOM	503-3702-47420	130.20
THE WELDING SHOP	06711	11/12/2021	REPLACE BROKEN CAGES IN T	503-3702-47420	732.38
TWIN PALMS EMBROIDERY, LL	2152	11/12/2021	UNIFORM EMBROIDERY- PRIS	503-3702-42620	30.00
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	503-3702-41226	427.80
LANDIS+GYR TECHNOLOGY, IN	90347294	11/12/2021	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
SSA SOLAR OF NM 4, LLC	NM-14-015A-202110-1	11/12/2021	POWER SERVICES- OPEN PO F	503-3702-50795	26,399.96

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CITY UTILITIES	11/12/21	11/19/2021	CITY LANDFILL BILLS/OPEN PO	503-3702-43780	46.50
SIERRA ELECTRIC CO-OP, INC.	11022021/11082021	11/19/2021	MIMS CITY LIGHTS- OPEN PO	503-3702-43780	558.67
SIERRA ELECTRIC CO-OP, INC.	11022021/11082021	11/19/2021	POWER SERVICES- OPEN PO F	503-3702-50795	127,914.67
AMAZON CAPITAL SERVICES, I	17QQ-RVPF-39XH	11/19/2021	SHIRTS- PRISCILLA FUENTES	503-3702-42620	118.98
BUREAU OF LAND MANAGEM	2022007651	11/19/2021	RIGHT OF WAY COMMUNICAT	503-3702-43770	311.20
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	503-3702-43815	9,715.15
COOPERATIVE EDUCATIONAL	24-1211191	11/19/2021	AERIAL MED-VOLTAGE DISTRI	503-3702-48598	2,714.24
H & H UNDERGROUND, LLC	507	11/19/2021	BORING UNDER PARKING	503-3702-80846	16,346.61
H & H UNDERGROUND, LLC	508	11/19/2021	BORING UNDER PARKING LOT	503-3702-80846	5,963.16
VERIZON WIRELESS	9892011363	11/19/2021	PHONE BILLS/OPEN PO FY 21/	503-3702-43775	50.56
WESTERN AREA POWER ADMI	JJP81798A1021	11/19/2021	BASE DEMAND & BASE ENER	503-3702-50795	48,781.31
IRBY SUPPLY CO.	5012693302.001	11/19/2021	GLOVES- MEDIUM	503-3702-44615	440.40
IRBY SUPPLY CO.	5012693302.001	11/19/2021	GLOVES- LARGE	503-3702-47415	440.40
IRBY SUPPLY CO.	5012693302.001	11/19/2021	GLOVES- EXTRA LARGE	503-3702-47415	456.00

Fund 503 - Electric Total: 244,829.90

Fund: 504 - Water

NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/WATER	504-3803-43780	46.18
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	504-3803-47420	32.00
SILVERSKY, INC.	442327-SI	11/05/2021	EMAIL SERVICE OPEN PO FY2	504-3803-43815	162.56
RED WING SHOES OF LAS CRU	5256	11/05/2021	WORK BOOTS FOR LUIS SANC	504-3803-44615	250.00
USA BLUEBOOK	679840,681936,694567	11/05/2021	DEWALT 34 PIECE 1/4" & 3/8"	504-3803-44613	95.75
USA BLUEBOOK	679840,681936,694567	11/05/2021	19 PC IMPACT SOCKET SET 1/	504-3803-44613	111.95
USA BLUEBOOK	679840,681936,694567	11/05/2021	GEOPHONE KIT (TOOL FOR DE	504-3803-44613	368.95
USA BLUEBOOK	679840,681936,694567	11/05/2021	5' TO 9' TELESCOPING RATCHE	504-3803-44613	304.15
USA BLUEBOOK	679840,681936,694567	11/05/2021	SPC DEEP WELL SOCKET SET I	504-3803-44613	307.70
USA BLUEBOOK	679840,681936,694567	11/05/2021	NITRILE GLOVES 5MIL MEDIU	504-3803-44615	286.44
USA BLUEBOOK	679840,681936,694567	11/05/2021	EXTREME WORK HI VISIBILITY	504-3803-44615	56.25
USA BLUEBOOK	679840,681936,694567	11/05/2021	EXTREME WORK HI VISIBILITY	504-3803-44615	106.86
USA BLUEBOOK	679840,681936,694567	11/05/2021	HARD HAT BRIM SHADE LIME	504-3803-44615	54.60
USA BLUEBOOK	679840,681936,694567	11/05/2021	ANSI CLASS 2 MESH VEST YELL	504-3803-44615	13.09
USA BLUEBOOK	679840,681936,694567	11/05/2021	ANSI CLASS 2 VEST YELLOW L	504-3803-44615	31.35
USA BLUEBOOK	679840,681936,694567	11/05/2021	ANSI CLASS 2 VEST YELLOW S	504-3803-44615	20.90
USA BLUEBOOK	679840,681936,694567	11/05/2021	NORTH CONSPIRE SAFETY GL	504-3803-44615	16.14
USA BLUEBOOK	679840,681936,694567	11/05/2021	NORTH CONSPIRE SAFETY GL	504-3803-44615	16.14
USA BLUEBOOK	679840,681936,694567	11/05/2021	PREMIUM FACE SHIELD ANTI	504-3803-44615	46.70
USA BLUEBOOK	679840,681936,694567	11/05/2021	NITRILE GLOVES 5MIL LARGE	504-3803-44615	286.44
INTEGRATED TECHNOLOGIES	7273	11/05/2021	IT SERVICES OCTOBER1,2021	504-3803-48598	984.85
DRAKE OR KRYSAL WEHRS	025275	11/12/2021	REFUND FOR 905 PALO VERDE	504-3803-34553	208.32
TAXATION AND REVENUE	10312021	11/12/2021	WATER CONSERVATION FEE F	504-3803-43797	1,175.75
SUN VALLEY, INC.	160618,160640,160831	11/12/2021	UNSTOCKED FIELD SUPPLIES F	504-3803-44607	256.18
BAKER UTILITY SUPPLY CORP.	293052,293732,292891,2941	11/12/2021	OPEN PO FOR WATER UNSTO	504-3803-44607	7,822.84
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MJ SKIN PACK 6" REG GSK, T-B	504-3803-44607	470.00
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	IRON SDL 6" X2" CC,DBL SS BA	504-3803-44607	81.28
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MJ SKIN PACK 4" REG GSK, T-B	504-3803-44607	83.52
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MJ X MJ DI CROSS 6" X 4" C-1	504-3803-44607	423.14
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	HDPE POLY PIPE 3/4" X 300' IP	504-3803-44607	335.04
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MJ X MJ DI CROSS 6" X 6" C-15	504-3803-44607	236.62
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MJ X MJ DI TEE 6" C6" C-153,	504-3803-44607	162.85
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	BRASS STRAIGHT CPLG 2" PAC	504-3803-44607	136.54
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MEGA LUG 4" PVC,RED,L/ACC,	504-3803-44607	117.84
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	C-900 PVC PIPE 6" X 20' DR18,	504-3803-44607	21,465.00
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	AFC RW GATE VLV 6" MJ X MJ	504-3803-44607	3,867.48
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	MEGA LUG 6" PVC,RED,L/ACC,	504-3803-44607	985.50
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	BRASS CORP STOP BALL 2" CC	504-3803-44607	280.38
BAKER UTILITY SUPPLY CORP.	293624,294098	11/12/2021	IRON SDL 6" X 2" CC, DBLSS B	504-3803-44607	329.85
B & H OIL CO.	52354,52374,52380,52503	11/12/2021	DIESEL FOR TRANSFER TANK A	504-3803-43316	230.94
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	504-3803-41226	175.21
STEVE BELL CONSTRUCTION	C18082	11/12/2021	ANNUAL USE OF BASECOURSE	504-3803-47415	576.00
DPC INDUSTRIES, INC.	DE74000716-21	11/12/2021	DEMURRAGE	504-3803-43465	55.00
CORE & MAIN, LP	P854468	11/12/2021	H15008N 3/4 CORP STOP CCX	504-3803-44607	821.24

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CORE & MAIN, LP	P854468	11/12/2021	317-069007-000 6X 3/4 CC SA	504-3803-44607	2,087.28
CITY UTILITIES	11/12/21	11/19/2021	CITY LANDFILL BILLS/OPEN PO	504-3803-43780	12.00
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	504-3803-43815	9,715.15

Fund 504 - Water Total: 55,709.95

Fund: 505 - Solid Waste

SOUTHWESTERN EQUIPMENT	040604	11/05/2021	SOCKET HEAD CAP SCREWS /5	505-3904-47420	3.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	30YD STINGER W/HOOD	505-3904-47420	8,500.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	30/33 YRD PACKER CYLINDER	505-3904-47420	9,400.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	HEX SOCKET HEAD CAP SCRE	505-3904-47420	27.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	WEAR PAD	505-3904-47420	40.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	RUBBER BUMPER	505-3904-47420	57.00
SOUTHWESTERN EQUIPMENT	040604	11/05/2021	SKID SHOES	505-3904-47420	510.00
CITY UTILITIES	102921	11/05/2021	CITY LANDFILL BILLS/OPEN PO	505-3904-45601	24,293.70
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	505-3904-43316	59.96
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	505-3904-47420	419.82
QUILL CORPORATION	20538291/20435233/204646	11/05/2021	CUSTOM FULL COLOR BUS.CA	505-3904-44606	15.29
QUILL CORPORATION	20538291/20435233/204646	11/05/2021	CUSTOM FULL COLOR BUSINE	505-3904-44606	15.29
QUILL CORPORATION	20538291/20435233/204646	11/05/2021	SORTKWIK LEE 0.38OZ 3/PK	505-3904-44606	3.86
QUILL CORPORATION	20538291/20435233/204646	11/05/2021	GORILLA TOUGH & WIDE SHIP	505-3904-44606	43.72
SIERRA AUTO/CARQUEST	291026	11/05/2021	HEX NUT 5/8-18 GRS	505-3904-47420	1.38
SIERRA AUTO/CARQUEST	291026	11/05/2021	AIR FILTER	505-3904-47420	11.98
SIERRA AUTO/CARQUEST	291278	11/05/2021	U JOINT	505-3904-47420	38.94
SILVERSKY, INC.	442327-SI	11/05/2021	EMAIL SERVICE OPEN PO FY2	505-3904-43815	162.56
RED WING SHOES OF LAS CRU	5250	11/05/2021	4216 SHANNON CROWDER 7	505-3904-44615	200.00
INTEGRATED TECHNOLOGIES	7273	11/05/2021	IT SERVICES OCTOBER1,2021	505-3904-48598	984.85
CITY OF LAS CRUCES	82381	11/05/2021	SCSWA OPEN PO FY2021-202	505-3904-45601	37,176.01
SUN VALLEY, INC.	160605/6	11/12/2021	EXSD GAL DEEP EXT PAINT	505-3904-44607	38.94
SUN VALLEY, INC.	160869/6	11/12/2021	48OZ LEMON PINE-SOL	505-3904-44607	15.16
SUN VALLEY, INC.	160869/6	11/12/2021	DISCOUNT	505-3904-44607	-0.76
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	2 PACK 32 INCH EXTRA LONG	505-3904-44607	59.94
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	CARHARTT MEN'S HIGH VIS W	505-3904-44615	310.38
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	CARHARTT MEN'S HIGH VIS W	505-3904-44615	799.95
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	CARHARTT MEN'S HIGH VIS W	505-3904-44615	159.99
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	CARHARTT MEN'S HIGH VIS W	505-3904-44615	319.98
AMAZON CAPITAL SERVICES, I	1HFT-FVFP-VWJT,14JK-F4WH-	11/12/2021	INSULATED THERMAL BIB OVE	505-3904-44615	217.92
FOXWORTH-GALBRAITH	506703	11/12/2021	FAUCET KIT 1HDL WO/SPRY C	505-3904-44607	59.99
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	505-3904-41226	484.45
PARKHILL SMITH & COOPER	01857921.00-6	11/19/2021	ENVIRONMENTAL LANDFILL	505-3904-48599	523.36
WEX BANK	074686321	11/19/2021	WEX DIESEL & GASOLINE OPE	505-3904-43316	4,247.31
CITY UTILITIES	11/12/21	11/19/2021	CITY LANDFILL BILLS/OPEN PO	505-3904-45601	22,470.84
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	505-3904-43815	9,715.14

Fund 505 - Solid Waste Total: 121,386.95

Fund: 506 - WWTP

CITY UTILITIES	102921	11/05/2021	CITY LANDFILL BILLS/OPEN PO	506-4005-43780	6.00
NEW MEXICO GAS COMPANY,	102921	11/05/2021	GAS BILLS/VACUUM STATION	506-4005-43780	31.50
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	506-4005-43316	23.54
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	506-4005-47420	32.57
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	MERCURY TEST	506-4005-44605	35.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	VOC'S	506-4005-44605	160.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	HARDNESS TEST	506-4005-44605	15.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	AMMONIA TET	506-4005-44605	25.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	TOTAL METALS TEST	506-4005-44605	119.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	PHENOLICS	506-4005-44605	60.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	TAX	506-4005-44605	73.55
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	ACID EXTRACTABLE METALS T	506-4005-44605	110.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	TOTAL CYANIDE SUBBED	506-4005-44605	50.00
HALL ENVIRONMENTAL ANAL	2109853	11/05/2021	SVOC'S	506-4005-44605	360.00
HALL ENVIRONMENTAL ANAL	211648,2109H90	11/05/2021	SEPERATE LINE TO INCLUDE T	506-4005-48598	38.67
HALL ENVIRONMENTAL ANAL	211648,2109H90	11/05/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANAL	211648,2109H90	11/05/2021	EPA METHOD 624 VOCS ACRY	506-4005-48598	270.00

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HALL ENVIRONMENTAL ANAL	211648,2109H90	11/05/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
SIERRA AUTO/CARQUEST	291481	11/05/2021	TOW 45001 TRI BALL MOUNT	506-4005-44613	96.12
SIERRA AUTO/CARQUEST	291481	11/05/2021	TOW 23021 RECEIVER LOCK S	506-4005-44613	12.21
SIERRA AUTO/CARQUEST	291481	11/05/2021	TOW 23515 HITCH LOCK	506-4005-44613	25.28
SIERRA AUTO/CARQUEST	291707	11/05/2021	22" WINDSHIELD WIPERS XTR	506-4005-47420	15.78
SIERRA AUTO/CARQUEST	291707	11/05/2021	EXTRUDED U NUT	506-4005-47420	0.54
SIERRA AUTO/CARQUEST	291707	11/05/2021	EXTRUDED U NUT	506-4005-47420	0.17
SILVERSKY, INC.	442327-SI	11/05/2021	EMAIL SERVICE OPEN PO FY2	506-4005-43815	162.56
INTEGRATED TECHNOLOGIES	7273	11/05/2021	IT SERVICES OCTOBER1,2021	506-4005-48598	984.85
VILLAGE OF WILLIAMSBURG	10312021	11/12/2021	SEWER RECEIPTS FY 21/22 OP	506-4005-48798	3,936.13
SUN VALLEY, INC.	160753,160764,160763	11/12/2021	UNSTOCKED FIELD SUPPLIES F	506-4005-44607	34.38
HALL ENVIRONMENTAL ANAL	2110710,2110A27	11/12/2021	EPA METHOD 624 VOCS ACRY	506-4005-48598	270.00
HALL ENVIRONMENTAL ANAL	2110710,2110A27	11/12/2021	SMS210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANAL	2110710,2110A27	11/12/2021	SEPERATE LINE TO INCLUDE T	506-4005-48598	38.67
HALL ENVIRONMENTAL ANAL	2110710,2110A27	11/12/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANAL	2110A18,2110C69	11/12/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANAL	2110A18,2110C69	11/12/2021	EPA METHOD 624 VOCS ACRY	506-4005-48598	270.00
HALL ENVIRONMENTAL ANAL	2110A18,2110C69	11/12/2021	SMS210B BOD (M5210B)	506-4005-48598	110.00
HALL ENVIRONMENTAL ANAL	2110A18,2110C69	11/12/2021	SEPERATE LINE TO INCLUDE T	506-4005-48598	38.20
CORBINS ELECTRIC	40296R	11/12/2021	NEW MEXICO GROSS RECEIPT	506-4005-47420	137.02
CORBINS ELECTRIC	40296R	11/12/2021	BASE BID	506-4005-47420	2,271.00
B & H OIL CO.	52354,52374,52380,52503	11/12/2021	DIESEL FOR TRANSFER TANK H	506-4005-43316	245.57
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	506-4005-41226	268.82
HALL ENVIRONMENTAL ANAL	2110D57	11/19/2021	EPA METHOD 624 VOCS ACRY	506-4005-48598	90.00
HALL ENVIRONMENTAL ANAL	2110D57	11/19/2021	EPA 200.8 METALS CADMIUM	506-4005-48598	35.00
HALL ENVIRONMENTAL ANAL	2110D57	11/19/2021	SEPERATE LINE TO INCLUDE T	506-4005-48598	18.98
HALL ENVIRONMENTAL ANAL	2110D57	11/19/2021	SMS210B BOD (M5210B)	506-4005-48598	116.00
COOPERATIVE EDUCATIONAL	24-121070/24-121069	11/19/2021	ANNUAL TYLER SUBSCRIPTIO	506-4005-43815	9,715.14
FOXWORTH-GALBRAITH	522672	11/19/2021	WTR HEATER LP 6YR (WATER	506-4005-44613	579.99
Fund 506 - WWTP Total:					21,429.24
Fund: 508 - Golf Course					
SIERRA AUTO/CARQUEST	290844	11/05/2021	OPEN P.O. FOR OCTOBER 202	508-4303-44607	99.96
SIERRA AUTO/CARQUEST	291329	11/05/2021	OPEN P.O. FOR OCTOBER 202	508-4303-44607	180.20
R & R PRODUCTS INC.	CD2614724-CD2614838	11/05/2021	PIN PLACEMENT MARKER BAL	508-4303-44607	40.95
R & R PRODUCTS INC.	CD2614724-CD2614838	11/05/2021	METAL CUPS	508-4303-44607	238.50
R & R PRODUCTS INC.	CD2614724-CD2614838	11/05/2021	FLAG POLES	508-4303-44607	147.20
R & R PRODUCTS INC.	CD2614724-CD2614838	11/05/2021	RUBBER GROMMET	508-4303-44607	7.15
R & R PRODUCTS INC.	CD2614724-CD2614838	11/05/2021	NUMBERED FLAGS	508-4303-44607	101.90
SUN VALLEY, INC.	160664/6,160748/6,160746/	11/12/2021	OPEN P.O. FOR OCTOBER 202	508-4303-44607	131.88
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	508-4303-41226	112.80
AUSTIN TURF & TRACTOR, INC	128808	11/19/2021	SMOOTH ROLLERS	508-4303-44607	374.50
Fund 508 - Golf Course Total:					1,435.04
Fund: 509 - Muni Airport					
THE LINE, LLC	1390	11/05/2021	DISCOUNT	509-4403-42620	-11.00
THE LINE, LLC	1390	11/05/2021	12393-5.11 ARAC 2.0 8" DESE	509-4403-42620	110.00
INTERNAL SERVICE FUND	140801	11/05/2021	MAINTENANCE FOR DEPT VE	509-4403-47420	303.40
AMAZON CAPITAL SERVICES, I	1TYL-NXR3-WQ74	11/05/2021	TP-LINK AC1750 SMART WIFI	509-4403-44606	59.99
AMAZON CAPITAL SERVICES, I	1TYL-NXR3-WQ74	11/05/2021	SPRAYWAY GLASS CLEANER P	509-4403-44606	46.63
AMAZON CAPITAL SERVICES, I	1TYL-NXR3-WQ74	11/05/2021	SIMPLI-MAGIC SHOP TOWELS	509-4403-44606	34.86
SIERRA ELECTRIC CO-OP, INC.	0002154	11/12/2021	OPEN PO FY21/22 SIERRA ELE	509-4403-43780	1,145.79
TECH 45 ENTERPRISES	21-134	11/12/2021	CONTRACTED MANAGEMEN	509-4403-48598	3,797.00
NM RETIREE HEALTH CARE	853881	11/12/2021	NM RETIREE HEALTHCARE-PP	509-4403-41226	58.86
Fund 509 - Muni Airport Total:					5,545.53
Fund: 600 - Internal Serv					
SIERRA AUTO/CARQUEST	290701	11/05/2021	HYDRAULIC COUPLER	600-7003-44607	18.76
SIERRA AUTO/CARQUEST	290703	11/05/2021	VACUUM PUMP	600-7003-44607	139.99
SIERRA AUTO/CARQUEST	290819	11/05/2021	BUTT TERMINAL WP	600-7003-44607	17.29
SIERRA AUTO/CARQUEST	290819	11/05/2021	PRIMARY WIRE	600-7003-44607	0.23
SIERRA AUTO/CARQUEST	290819	11/05/2021	TAIL LIGHT	600-7003-44607	63.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	290819	11/05/2021	PRIMARY WIRE	600-7003-44607	0.21
SIERRA AUTO/CARQUEST	290820	11/05/2021	CUTTING WHEEL3 TYPE 1	600-7003-44607	8.67
SIERRA AUTO/CARQUEST	290820	11/05/2021	FLAP WHEEL 1 IN 80G1	600-7003-44607	6.51
SIERRA AUTO/CARQUEST	290820	11/05/2021	CUT WHEEL	600-7003-44607	11.97
SIERRA AUTO/CARQUEST	291025	11/05/2021	SPARK PLUG	600-7003-44607	6.38
SIERRA AUTO/CARQUEST	291031	11/05/2021	COMMERICAL BATTERIES	600-7003-44607	395.10
SIERRA AUTO/CARQUEST	291227	11/05/2021	24" HOSE CLAMP PLIERS	600-7003-44607	71.57
SIERRA AUTO/CARQUEST	291227	11/05/2021	STRAIGHT 3/4" CONNECTOR	600-7003-44607	3.99
SIERRA AUTO/CARQUEST	291280	11/05/2021	AIR FILTER	600-7003-44607	43.28
SIERRA AUTO/CARQUEST	291280	11/05/2021	FULL SYNTHETIC 0W- 20 OIL	600-7003-44607	47.12
SIERRA AUTO/CARQUEST	291281	11/05/2021	AIR FILTERS	600-7003-44607	27.98
SIERRA AUTO/CARQUEST	291295	11/05/2021	TMPS SERVICE KIT	600-7003-44607	9.98
SIERRA AUTO/CARQUEST	291356,291355	11/05/2021	WIRE LUMK	600-7003-44607	5.99
SIERRA AUTO/CARQUEST	291356,291355	11/05/2021	WIRE TERMINAL CLIP	600-7003-44607	3.96
SIERRA AUTO/CARQUEST	291356,291355	11/05/2021	HEX NUT MET M6-1.0	600-7003-44607	1.40
SIERRA AUTO/CARQUEST	291356,291355	11/05/2021	COUPLING	600-7003-44607	44.88
SIERRA AUTO/CARQUEST	291474	11/05/2021	METAL GRIND WHEEL	600-7003-44607	2.20
SIERRA AUTO/CARQUEST	291474	11/05/2021	WINDSHIELD WIPERS 22" XTR	600-7003-44607	7.89
SIERRA AUTO/CARQUEST	291474	11/05/2021	WINDSHIELD WIPERS 26" XTR	600-7003-44607	7.89
SIERRA AUTO/CARQUEST	291474	11/05/2021	CUTTING WHEEL TYP1	600-7003-44607	14.82
SIERRA AUTO/CARQUEST	6016-290546	11/05/2021	BATTERY CLIP AND ACCY	600-7003-44607	2.16
SIERRA AUTO/CARQUEST	6016-290546	11/05/2021	PRIMARY WIRE	600-7003-44607	23.00
SOUTHWEST SIGN SERVICE	11574	11/19/2021	12" X 12" PRINTED CITY LOGO	600-7003-44607	237.60
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	CORD COVER	600-7003-44606	16.49
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	USB COMPUTER MICROPHON	600-7003-44606	15.89
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	AA BATTERIES 24 COUNT	600-7003-44606	16.24
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	SCOTCH TAPE REFILL 6 ROLLS	600-7003-44606	12.44
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	COMPUTER SPEAKER	600-7003-44606	21.98
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	DUCT TAPE	600-7003-44606	9.78
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	SMALL MOUSE PAD	600-7003-44606	7.99
AMAZON CAPITAL SERVICES, I	14JK-F4WH-44YF	11/19/2021	COMPUTER WEB CAMERA	600-7003-44606	53.97
FOXWORTH-GALBRAITH	517470	11/19/2021	KEY RINGS	600-7003-44607	1.99
FOXWORTH-GALBRAITH	517470	11/19/2021	SNAP KEY LOCK	600-7003-44607	10.98
FOXWORTH-GALBRAITH	517470	11/19/2021	WHEELBARROW	600-7003-44607	129.99
WEX BANK	75545203	11/19/2021	GAS & OIL FY 2021-2022 (OPE	600-7003-43316	152.00
Fund 600 - Internal Serv Total:					1,674.52
Grand Total:					646,369.49

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	83,343.72
201 - Corrections	4,204.00
209 - Fire	9,843.66
211 - Law Enforce Prot	403.25
214 - Lodgers Tax	9,724.72
216 - Muni Street	14,039.28
294 - State Library	301.61
295 - Muni Pool	179.66
306 - CI Jt Uti	314.99
315 - CI Reserve	44,738.89
360 - NMFA PROJECTS	2,595.26
403 - Pledge State	18,834.93
501 - Cemetary	1,000.00
502 - Util Office - Pool	4,834.39
503 - Electric	244,829.90
504 - Water	55,709.95
505 - Solid Waste	121,386.95
506 - WWTP	21,429.24
508 - Golf Course	1,435.04
509 - Muni Airport	5,545.53
600 - Internal Serv	1,674.52
Grand Total:	646,369.49

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVER	11,353.20
101-1001-41226	RETIREE INSURANCE	151.20
101-1001-43740	PRINTING/PUBLISHING	291.63
101-1001-43770	SUBSCRIPTION & DUES	290.00
101-1002-41226	RETIREE INSURANCE	81.07
101-1003-41226	RETIREE INSURANCE	221.66
101-1003-44606	OFFICE SUPPLIES	48.22
101-1004-41226	RETIREE INSURANCE	238.73
101-1004-42720	EMPLOYEE TRAINING-A	50.00
101-1004-43740	PRINTING/PUBLISHING	1,179.58
101-1004-43815	SOFTWARE LIC/SOFTWA	9,715.15
101-1004-44606	OFFICE SUPPLIES	268.57
101-1004-48599	OTHER CONTRACTUAL S	326.40
101-1006-41226	RETIREE INSURANCE	106.80
101-1006-44606	OFFICE SUPPLIES	223.81
101-1006-44607	FIELD SUPPLIES	1,545.61
101-1006-48598	PROFESSIONAL SERVICE	607.06
101-1006-48599	OTHER CONTRACTUAL S	732.20
101-1007-41226	RETIREE INSURANCE	768.77
101-1007-43316	GAS & OIL	3,363.20
101-1007-43775	TELEPHONE	396.08
101-1007-43815	SOFTWARE	9,846.15
101-1007-47420	MAINTENANCE VEHICLE	1,006.60
101-1008-41226	RETIREE INSURANCE	102.00
101-1008-43316	GAS & OIL	792.17
101-1008-43775	TELEPHONE	183.51
101-1009-41226	RETIREE INSURANCE	107.06
101-1009-43316	GAS & OIL	83.00
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-44607	FIELD SUPPLIES-MUNI R	158.90
101-1009-47415	MAINTENANCE--REPAIR	900.00
101-1009-47420	MAINTENANCE VEHICLE	629.77

Account Summary

Account Number	Account Name	Payment Amount
101-1010-41226	RETIREE INSURANCE	64.80
101-1010-44606	OFFICE SUPPLIES	77.85
101-1010-48598	PROFESSIONAL SERVICE	2,811.49
101-1011-41226	RETIREE INSURANCE	283.49
101-1012-41226	RETIREE INSURANCE	112.80
101-1012-44606	OFFICE SUPPLIES	660.84
101-1012-44607	FIELD SUPPLIES-FLEET M	351.94
101-1013-41226	RETIREE INSURANCE	77.30
101-1014-41226	RETIREE INSURANCE	190.80
101-1014-43316	GAS & OIL	553.87
101-1014-43403	REGULAR BUILDING MAI	5,807.97
101-1014-44607	FIELD SUPPLIES-FACILITY	276.09
101-1014-47410	MAINTENANCE CONTRA	53.94
101-1014-47420	MAINTENANCE-VEHICLE	20.00
101-1016-41226	RETIREE INSURANCE	180.73
101-1017-48599	OTHER CONTRACTUAL S	22,902.26
101-1018-43780	UTILITIES	802.07
101-1018-43815	SOFTWARE LIC/SOFTWA	162.54
101-1018-48598	PROFESSIONAL SERVICE	984.84
101-1099-34348	RENT OF PUBLIC FACILITI	750.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	244.00
201-1903-48710	CARE OF PRISONERS-CO	3,960.00
209-1603-43770	SUBSCRIPTION & DUES	10.00
209-1603-43775	TELEPHONE	54.25
209-1603-43780	UTILITIES	67.65
209-1603-43815	SOFTWARE LIC/SOFTWA	800.00
209-1603-44613	NON-CAPITAL ITEMS	8,911.76
211-2003-47420	MAINTENANCE-VEHICLE	403.25
214-2503-47406	PROMOTIONAL/ADVERT	7,849.54
214-2503-47597	9% ADVERTISING/MARK	1,058.52
214-2503-48599	OTHER CONTRACTUAL S	416.66
214-2503-60596	STATE ADVERTISING GRA	400.00
216-4503-43316	GAS & OIL	1,955.93
216-4503-43550	ROADWAY MAINTENAN	8,246.00
216-4503-44607	FIELD SUPPLIES-STREETS	2,055.85
216-4503-47420	MAINT.VEHICLE/FURN/E	1,781.50
294-5003-60834	STATE LIBRARY GRANT-S	301.61
295-4803-41226	RETIREE INSURANCE	68.90
295-4803-43780	UTILITIES-MUNI POOL	110.76
306-6103-48598	PROFESSIONAL SERVICE	314.99
315-8008-43403	REGULAR BUILDING MAI	44,738.89
360-7011-48598	PROFESSIONAL SERVICE	2,595.26
403-1203-12918	CWPA TORC 18 OPERATI	690.58
403-1203-12919	CWPA TORC 19 OPERATI	7,598.76
403-1203-12967	PPRF-4967 OPERATING	10,545.59
501-1803-47415	MAINTENANCE--REPAIR	1,000.00
502-3601-37380	Miscellaneous Revenue	1,178.64
502-3601-41226	RETIREE INSURANCE	252.43
502-3601-43465	RENT OF EQUIPMENT	253.02
502-3601-43815	SOFTWARE LIC/SOFTWA	3,150.30
503-3702-41226	RETIREE INSURANCE	427.80
503-3702-42620	UNIFORM/LINEN-ELECT	148.98
503-3702-43770	SUBSCRIPTION & DUES	1,261.20
503-3702-43775	TELEPHONE	50.56
503-3702-43780	UTILITIES	639.47
503-3702-43815	SOFTWARE LIC/SOFTWA	9,877.71
503-3702-44615	SAFETY EQUIPMENT	440.40
503-3702-47415	MAINTENANCE--REPAIR	896.40

Account Summary

Account Number	Account Name	Payment Amount
503-3702-47420	MAINTENANCE-VEHICLE	862.58
503-3702-48598	PROFESSIONAL SERVICE	4,819.09
503-3702-50795	WHOLESALE POWER CO	203,095.94
503-3702-80846	LAND ACQUISITION AND	22,309.77
504-3803-34553	NEW INSTALLATIONS-W	208.32
504-3803-41226	RETIREE INSURANCE	175.21
504-3803-43316	GAS & OIL	230.94
504-3803-43465	RENT OF EQUIPMENT	55.00
504-3803-43780	UTILITIES	58.18
504-3803-43797	WATER CONSERVATION-	1,175.75
504-3803-43815	SOFTWARE LIC/SOFTWA	9,877.71
504-3803-44607	FIELD SUPPLIES-WATER	39,962.58
504-3803-44613	NON-CAPITAL ITEMS	1,188.50
504-3803-44615	SAFETY EQUIPMENT	1,184.91
504-3803-47415	MAINTENANCE--REPAIR	576.00
504-3803-47420	MAINTENANCE-VEHICLE	32.00
504-3803-48598	PROFESSIONAL SERVICE	984.85
505-3904-41226	RETIREE INSURANCE	484.45
505-3904-43316	GAS & OIL	4,307.27
505-3904-43815	SOFTWARE LIC/SOFTWA	9,877.70
505-3904-44606	OFFICE SUPPLIES	78.16
505-3904-44607	FIELD SUPPLIES-SOLID W	173.27
505-3904-44615	SAFETY EQUIPMENT	2,008.22
505-3904-45601	WASTE DISPOSAL	83,940.55
505-3904-47420	MAINTENANCE-VEHICLE	19,009.12
505-3904-48598	PROFESSIONAL SERVICE	984.85
505-3904-48599	OTHER CONTRACTUAL S	523.36
506-4005-41226	RETIREE INSURANCE	268.82
506-4005-43316	GAS & OIL	269.11
506-4005-43780	UTILITIES	37.50
506-4005-43815	SOFTWARE LIC/SOFTWA	9,877.70
506-4005-44605	CHEMICALS/LABORATOR	1,007.55
506-4005-44607	FIELD SUPPLIES-WASTE	34.38
506-4005-44613	NON-CAPITAL ITEMS	713.60
506-4005-47420	MAINTENANCE-VEHICLE	2,457.08
506-4005-48598	PROFESSIONAL SERVICE	2,827.37
506-4005-48798	VILLAGE OF WILLIAMSB	3,936.13
508-4303-41226	RETIREE INSURANCE	112.80
508-4303-44607	FIELD SUPPLIES	1,322.24
509-4403-41226	RETIREE INSURANCE	58.86
509-4403-42620	UNIFORMS-AIRPORT	99.00
509-4403-43780	UTILITIES	1,145.79
509-4403-44606	OFFICE SUPPLIES	141.48
509-4403-47420	MAINTENANCE VEH/EQ	303.40
509-4403-48598	PROFESSIONAL SERVICE	3,797.00
600-7003-43316	GAS & OIL	152.00
600-7003-44606	OFFICE SUPPLIES	154.78
600-7003-44607	FIELD SUPPLIES	1,367.74
	Grand Total:	646,369.49

Project Account Summary

Project Account Key	Payment Amount
None	646,369.49
Grand Total:	646,369.49

Accounts Payable Transfer Sheet - 20-21 FY
 Post Date Ending: 11/04/21,11/05/21,11/10/21,11/12/21,11/15/21,11/19/21

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		11/4/2021	11/5/2021	11/10/2021	11/12/2021	11/15/2021	11/19/2021		
101	General		\$44,767.50	\$50.00	\$5,642.39		\$32,883.83	\$83,343.72	101
201	Local Government Corrections		\$244.00				\$3,960.00	\$4,204.00	201
209	State Fire		\$9,843.66					\$9,843.66	209
211	Law Enforcement Protection		\$403.25					\$403.25	211
214	Lodger's Tax		\$4,408.06				\$5,316.66	\$9,724.72	214
216	Street Renovation		\$231.76		\$13,807.52			\$14,039.28	216
217	Municipal Recreation								217
292	Federal Seizure Share								292
293	Veterans Wall Perpetual								293
294	State Library		\$201.66		\$99.95			\$301.61	294
295	Municipal Pool		\$110.76		\$68.90			\$179.66	295
296	PD-GRT Fund								296
298	PD-Donations								298
302	Electrical Construction								302
303	Veterans Memorial								303
304	SJOA - Grants								304
305	Capital Improvement General								305
306	Capitl Improvement Joint Utility		\$314.99					\$314.99	306
307	Golf Course Improvements								307
308	USDA -Sweeper								308
309	USDA-Wastewater								309
310	R&R-Emergency								310
311	R&R-Sewer								311
312	R&R-Airport								312
313	R&R-Water								313
314	CDBG - Grant								314
315	CI Reserve- Non Capital Equipment						\$44,738.89	\$44,738.89	315
316	Emergency Reserve								316
320	USDA Water System Improvements								320
360	NMFA PROJECTS		\$2,595.26					\$2,595.26	360
403	Pledge State Tax		\$18,834.93					\$18,834.93	403
501	Cemetery				\$1,000.00			\$1,000.00	501
502	Utility Office		\$392.88		\$1,038.19		\$3,403.32	\$4,834.39	502
503	Electric Dept		\$2,301.71		\$28,670.34		\$213,857.85	\$244,829.90	503
504	Water Dept		\$3,599.00		\$42,383.80		\$9,727.15	\$55,709.95	504
505	Solid Waste		\$81,964.36		\$2,465.94		\$36,956.65	\$121,386.95	505
506	WasteWater		\$2,928.34		\$7,945.79		\$10,555.11	\$21,429.24	506
507	Solid Waste Landfill/Collection								507
508	Golf Course		\$815.86		\$244.68		\$374.50	\$1,435.04	508
509	Municipal Airport		\$543.88		\$5,001.65			\$5,545.53	509
600	Internal Service Fund		\$987.18				\$687.34	\$1,674.52	600
700	PD Bond								700
Grand Total-Accounts Payable		\$0.00	\$175,489.04	\$50.00	\$108,369.15	\$0.00	\$362,461.30	\$646,369.49	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.1

SUBJECT: Approval of the amendment of Resolution No. 35 21/22 for the Sale of Surplus Property to be sold at the January 18, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: November 11, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

On November 17, 2021 the Governing Body approved Resolution No. 35 21/22 to sell surplus property belonging to the City in an online Auction on January 18, 2022 through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. We are bringing back this resolution to amend the list of vehicles to be sold in the online auction. The structure of the resolution will remain the same, the only amendment is to the list of surplus property. We are removing the 2008 Crown Victoria (plate G-74035) because it can still be used by our City Police Department and we are adding a 1986 Ford LTC and a 2001 Ford Expedition to the list of items to be sold.

Recommendation:

Approve Resolution No. 35 21/22 declaring the sale of surplus property with the amended list of items to be sold on January 18, 2022 through J.J. Kane Associates.

Attachments:

- Resolution No. 35 21/22
- Amended Items List

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 35 21/22 Ordinance No. N/A

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 12-15-2021



RESOLUTION NO. 35 21/22

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use the online auction **J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers** to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell personal property having a value of more than two thousand five hundred (\$2,500.00) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J or Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.
- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale of lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.
- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this 15th day of December, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

PROPERTY DISPOSAL LIST

Qty	WASTEWATER	VIN	PLATE	NOTES
1	2007 F-150 4X4	1FTRF14VX7KC75147	G-69552	
1	1995 FORD F-250 P/U	2FTHF25HXSCA40433	G-27237	
1	2005 FORD F-150 4X4	1FTRF14595NA81897	G-61009	
1	1996 FORD F-150 P/U	2FTEF15N4TCA49715	G-22403	
1	1982 CHEVY C-70	1GBJ7D1B9CV133598	G-26515	
	FACILITY MAINTENANCE	VIN	PLATE	
1	1995 CHEVY 2500 P/U 4X4	1GBGK24K2SE231993	G-28464	
	POLICE DEPARTMENT	VIN	PLATE	
1	2008 FORD CROWN VICTORIA	2FAFP71V88X155942	G-74035	REMOVAL OF VEHICLE
1	2005 FORD CROWN VICTORIA	2FAHP71W45X127200	G-67075	
1	2009 FORD CROWN VICTORIA	2FAHP71V19X140175	G-76924	
1	1999 CHEVROLET BLAZER	1GNDDT13W9XK229071	05759G	
1	2010 DODGE CHARGER	2B3AA4CV9AH237956	G-81094	
1	2010 DODGE CHARGER	2B3AA4CT4AH303134	G-84205	
1	2010 DODGE CHARGER	2B3AA4CT7AH303127	G-84204	
	FIRE DEPARTMENT	VIN	PLATE	
1	1986 FORD LTC GRUMMAN F-1800	1FDYD84N1GVA12985	G-86319	ADDED TO LIST
1	2009 FORD EXPEDITION	1FKPLN6H1LA77958	G-86320	ADDED TO LIST



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.2

SUBJECT: Resolution No. 38 21/22 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute) needed for budget adjustments, increases, and decreases per attached.

Recommendation:

Approval Resolution No. 38 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

Attachments:

Resolution -38 21/22

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 38 21/22 Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agenda 12-15-2021



RESOLUTION NO. 38 21/22

A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2021-2022.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2021-2022; and

WHEREAS, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

WHEREAS, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED and APPROVED this 15th of December, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2021-2022
 DFA Resolution Number: 38 21/22
 BAR NUMBER: 8

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	State Fire	209-1603-38387	Grant Council Revenue	Revenue	\$ -	\$ 300,000	\$ -	\$ 300,000	FY22 New Mexico Fire Protection Grant Council Award. Will be purchasing a Class A Pumper Truck.
1	State Fire	209-1603-80810	Other Capital Equipment-Vehicles	Expense	\$ -	\$ 300,000	\$ -	\$ 300,000	FY22 New Mexico Fire Protection Grant Council Award. Will be purchasing a Class A Pumper Truck.
2	Pledge State	403-1203-90905	Principal	Expense	\$ 796,545	\$ 18,091.00	\$ -	\$ 814,636	Increase Principal to reflect corrected Amortization Schedules from USDA for Loan 92-19 \$315,000 WWTP Phase 2b Bond & USDA Loan 92-12 \$715,000 WWTP Phase 2b Bond
2	Pledge State	403-1203-90910	Interest	Expense	\$ 122,363	\$ 18,683.00	\$ -	\$ 141,046	Increase Interest to reflect corrected Amortization Schedules from USDA for Loan 92-19 \$315,000 WWTP Phase 2b Bond & USDA Loan 92-12 \$715,000 WWTP Phase 2b Bond
3	Airport	509-4403-39935	Transfer In	Revenue	\$ 144,238	\$ 280		\$ 144,518	Transfer in from General Fund to cover minimum wage increase
3	Airport	509-4403-40110	Full Time Wages	Expense	\$ 80,080	\$ 260		\$ 80,340	Increase wages and mandatory benefits for one part time employee at the Airport to meet minimum wage requirement of \$11.50 per hour on 1/1/2022. Currently earning \$11.00 per hour.
3	Airport	509-4403-41205	FICA	Expense	\$ 5,554	\$ 16	\$ -	\$ 5,570	
3	Airport	509-4403-41210	Medicare	Expense	\$ 1,299	\$ 4	\$ -	\$ 1,303	
3	General Fund	101-1099-49930	Transfer Out	Expense	\$ 561,675	\$ 280		\$ 561,955	Transfer out to Airport Fund to cover minimum wage increase.
4	Golf Course	508-4303-39935	Transfer In	Revenue	\$ 206,437	\$ 448		\$ 206,885	Transfer in from General Fund to cover minimum wage increase
4	Golf Course	508-4303-40110	Full Time Wages	Expense	\$ 99,840	\$ 416		\$ 100,256	Increase wages and mandatory benefits for two part time employees at the Golf Course to meet minimum wage requirement of \$11.50 per hour on 1/1/2022. Currently earning \$11.00 per hour.

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

4	Golf Course	508-4303-41205	FICA	Expense	\$ 7,663	\$ 26	\$ -	\$ 7,689	
4	Golf Course	508-4303-41210	Medicare	Expense	\$ 1,792	\$ 6	\$ -	\$ 1,798	
4	General Fund	101-1099-49930	Transfer Out	Expense	\$ 561,675	\$ 448		\$ 562,123	Transfer out to Golf Course Fund to cover minimum wage increase.
5	Municipal Pool	295-4803-39935	Transfer In	Revenue	\$ 188,000	\$ 560		\$ 188,560	Transfer in from General Fund to cover minimum wage increase
5	Municipal Pool	295-4803-40110	Full Time Wages	Expense	\$ 82,095	\$ 520		\$ 82,615	Increase wages and mandatory benefits for two part time employees at the Municipal Pool to meet minimum wage requirement of \$11.50 on 1/1/2022. Currently earning \$11.00 per hour.
5	Municipal Pool	295-4803-41205	FICA	Expense	\$ 5,121	\$ 32	\$ -	\$ 5,153	
5	Municipal Pool	295-4803-41210	Medicare	Expense	\$ 1,198	\$ 8	\$ -	\$ 1,206	
5	General Fund	101-1099-49930	Transfer Out	Expense		\$ 560			Transfer out to Municipal Pool Fund to cover minimum wage increase.
6	General Fund (Streets)	101-1011-40110	Full Time Wages	Expense	\$ 303,243	\$ 1,040		\$ 304,283	Increase wages and mandatory benefits for two full time employees at the Street Department to meet minimum wage requirement of \$11.50 per hour on 1/1/2022. Currently earning \$11.00 per hour.
6	General Fund (Streets)	101-1011-41215	PERA (Retirement)	Expense	\$ 29,718	\$ 102		\$ 29,820	
6	General Fund (Streets)	101-1011-41226	Retiree Health Care	Expense	\$ 40,668	\$ 31		\$ 40,699	
6	General Fund (Streets)	101-1011-41205	FICA	Expense	\$ 19,049	\$ 64		\$ 19,113	
6	General Fund (Streets)	101-1101-41210	Medicare	Expense	\$ 4,448	\$ 15		\$ 4,463	
7	R & R Airport	312-7006-31375	Federal Grants/Loans	Revenue	\$ 51,385	\$ 16,407	\$ -	\$ 67,792	Increase revenue for federal reimbursement fully funded by the FAA on the Electrical Vault Design. No local match was required
7	R & R Airport	312-7006-80805	Building & Structures	Expense	\$ 62,877	\$ 4,219		\$ 67,096	Increase expenses for approved increase in final expenditures for the Electrical Vault Design
8	NMFA Colonias	360-7000-39935	Transfer In	Revenue	\$ 9,000	\$ 1,474		\$ 10,474	Increase cash transfer to match expenses for City Wide Preliminary Engineering Report
8	NMFA Colonias	360-7000-48598	Professional Services	Expense	\$ 19,749	\$ 1,474		\$ 21,223	Increase expense for City Wide Preliminary Engineering Report
8	Capital Improvement	315-9003-49930	Transfer Out	Expense	\$ 9,000	\$ 1,474		\$ 10,474	Transfer additional funding to support capital project in 360 NMFA Colonias

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

ATTEST:

Angela Torres, Clerk-Treasur (Date)

Sandra Whitehead, Mayor (Date)

DOCUMENT #1



Michelle Lujan Grisham
Governor

P.O. Box 2711
Santa Fe, NM
87502

Bianca Ortiz Wertheim
Cabinet Secretary

Kelly Hamilton
Deputy Cabinet Secretary

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044

November 15, 2021

Truth or Consequences Fire Chief
505 Sims St
Truth or Consequences, NM 87901

Ref: FY 22 New Mexico Fire Protection Grant Council Award Notice

Dear Truth or Consequences Fire Department and Fire Chief,

Congratulations! Your grant application on behalf of the Truth or Consequences Fire Department has been reviewed and an award has been granted.

Over 230 grant applications were submitted and over \$55 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of **\$300,000.00** for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include \$0.00 for Stipends after approval by this office of the submitted project specifications, on or near **November 15, 2021**.

The deadline to encumber the money by contract with the vendor is **May 15, 2022**. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission, to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, Deputy Fire Marshal, Fire Service Support Bureau at (505) 709-8150.

Sincerely,

John Kondratick
Interim State Fire Marshal

Sincerely,

Robert Larranaga
Grant Council Chair

**FY21 NEW MEXICO FIRE PROTECTION GRANT AWARD
PROJECT CLOSEOUT CHECKLIST
Part 1**

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Sierra

FUNDED PROJECT: Apparatus

AMOUNT AWARDED: \$300,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval	January 15, 2022	Submittal Date	Submitted to:
Approval from SFMO to proceed with project specifications	February 15, 2022	Approval Date	Approved by:
Funds Encumbered by Procurement Code	May 15, 2022	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

DOCUMENT #2

Kerin Salcedo

From: Ybarra, Elizabeth - RD, Albuquerque, NM <Elizabeth.Ybarra@usda.gov>
Sent: Thursday, October 28, 2021 2:49 PM
To: Traci Burnette; Kerin Salcedo; Kirkpatrick, Carol
Cc: Lomas, Mireya - RD, Las Cruces, NM; Griego, Christine - RD, Albuquerque, NM
Subject: City of Truth or Consequences - WWTP Phase 2B, Bond Payment Resolution
Attachments: T OR C WWTP PHASE 2 B 2019A (\$715,000)_Amortization Schedule.pdf; T OR C WWTP PHASE 2 B 2019B (\$315,000)_Amortization Schedule.pdf; T OR C WWTP PHASE 2 B 2019B (\$715,000)_PAD Confirmation with updates.pdf; T OR C WWTP PHASE 2 B 2019B (\$315,000)_PAD Confirmation with updates.pdf; 2021-10-28 T or C 92-12 Due 9-5-2021 and 9-5-2020.pdf; 2021-10-28 T or C 92-19 Due 9-5-2021 and 9-5-2020.pdf

Good Afternoon,

I would like to thank you all for your patience while we researched the issues we were facing with the payments on the bonds for the above mentioned project. We appreciate you all meeting with us today on such short notice to allow us to explain what had transpired with the original set-up of your payments.

With Regard to the following Bonds:

- #12 - \$715,000
- #19 - \$315,000

Attached you will find the following:

- Updated amortization schedules for each Bond that reflects the accurate payment allocations (Principal, Interest) as well as the correct annual payments.
- Confirmation letter for each bond, that the Agreement for Pre-Authorized Debits (PADs) have been processed with the correct amounts and updated banking information you had provided on 10/27/2021.
- Annual Bond Payment notification letters for each bond, that reflect the debit amounts from the past 2 years of annual payments and the "Catch-up" payment amounts that will be processed on 11/1/2021, as discussed at today's meeting.

If you should have any questions or concerns regarding this situation, please do not hesitate to contact us. Again, I really appreciate your patience and assistance while we researched and arrived at a solution.

Kindest Regards,

Elizabeth Ybarra
Community Programs Loan Specialist
New Mexico | Rural Development
U.S. Department of Agriculture
One Sun Plaza | [100 Sun Avenue NE, Suite 130](#) | Albuquerque, NM 87109
Phone: 505.761.4963 | Fax: 855.543.9499
[www.rd.usda.gov/nm](#) | Follow us on Twitter at: @RD_NewMexico
"Together, America Prospers"

Stay Connected with USDA:



USDA is an equal opportunity provider and employer



United States Department of Agriculture

October 28, 2021

Rural Development
Chief Financial Officer

SUBJECT: Confirmation of Modified Preauthorized Debit
Authorization Agreement

Office of the National
Financial and
Accounting
Operations Center

SEND TO:

CITY OF TRUTH OF CONSEQUENCES
505 SIMS STREET
TRUTH OR CONSEQUENCE, NM 87901

4300 Goodfellow
Boulevard
St. Louis, MO 63120
Voice 314.457.4023
Fax 314.457.4370

Your Authorization Agreement has been modified.

Please review your above address and the below Preauthorized Debit (PAD) account information to confirm that all changes have been properly made.

<u>Case Number</u>	<u>Fund Code / Loan No.</u>	<u>Payment Amount</u>
36 026 *****0144	92 / 12	\$24453.00

Your next payment will be withdrawn on September 05, 2022 from:

Checking Account No: [REDACTED] 8787

FINANCIAL INSTITUTION
FIRST SAVINGS BANK
PO BOX 431
BERESFORD, SD 57004

ROUTING NUMBER: 091406833

PLEASE VERIFY THE ACCURACY OF THE ABOVE INFORMATION

If any of the above account information is incorrect, please contact your Rural Development / Farm Service Agency field office as soon as possible. Improper information may cause payment delays or returns.

If this is not an amortized loan, the payment amount may change before your first installment is due, because of loan servicing adjustments. If a payment change occurs, your local Rural Development / Farm Service Agency field office should notify you in advance.

Sincerely,
Cash Management Collections Branch (FC-1411)
cc: 36 702

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.esr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-8992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.


United States Department of Agriculture

October 28, 2021

 Rural Development
 Chief Financial Officer

 Office of the National
 Financial and
 Accounting
 Operations Center

 4300 Goodfellow
 Boulevard
 St. Louis, MO 63120
 Voice 314.457.4023
 Fax 314.457.4370

SUBJECT: Confirmation of Modified Preauthorized Debit
 Authorization Agreement

SEND TO:

 CITY OF TRUTH OF CONSEQUENCES
 505 SIMS STREET
 TRUTH OR CONSEQUENCE, NM 87901

Your Authorization Agreement has been modified.

Please review your above address and the below Preauthorized Debit (PAD) account information to confirm that all changes have been properly made.

<u>Case Number</u>	<u>Fund Code / Loan No.</u>	<u>Payment Amount</u>
36 026 *****0144	92 / 19	\$11772.00

Your next payment will be withdrawn on September 05, 2022 from:

Checking Account No: [REDACTED] 8787

FINANCIAL INSTITUTION
 FIRST SAVINGS BANK
 PO BOX 431
 BERESFORD, SD 57004

ROUTING NUMBER: 091406833

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United States Department of Agriculture

October 28, 2021

City of Truth or Consequences
Attn: Ms. Traci Alvarez, Grant/Projects Coordinator
505 Sims Street
Truth or Consequences, NM 87901

Dear Ms. Alvarez,

This is a reminder that you will have a payment that will be debited from your account on your loan(s) with USDA Rural Development as follows:

Loan No.	Due Date	Principal	Interest	Amount Due	Loan Amount
92-12	9/5/2021	\$13,042.29	\$11,410.71	\$24,453.00	\$715,000.00
92-12	9/5/2020	\$12,802.42	\$11,650.58	\$24,453.00	\$715,000.00
92-12	9/5/2021	Amount withdrawn		\$11,618.75	\$-12,834.25
92-12	9/5/2020	Amount withdrawn		\$11,618.75	\$-12,834.25
				Total Due	\$ 25,668.50

Please assure there are sufficient funds in the identified bank account as shown on your executed Authorization Agreement for Pre-authorized Payments by the due date shown above. **Please check your current bank routing number and account number to assure they are the same. If this information is NOT the same, contact this office immediately.**

If you have any questions regarding this request, please feel free to contact our office at (575) 522-8775, ext. 123.

Sincerely,

Mireya E. Lomas Digitally signed by Mireya E Lomas
Date: 2021.10.28 14:18:33 -0600

Mireya E. Lomas
Loan Assistant

Rural Development • Las Cruces Area Office
760 Stern Drive, Suite #139
Las Cruces, NM 88005
Voice (575)522-8775* (Fax) – (877)494-5299

USDA is an equal opportunity provider, employer, and Lender.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office or write a letter addressed to USDA and provide in the letter all the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: mail at U.S. Department of Agriculture, Office of the Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.



United States Department of Agriculture

October 28, 2021

City of Truth or Consequences
Attn: Ms. Traci Alvarez, Grant/Projects Coordinator
505 Sims Street
Truth or Consequences, NM 87901

Dear Ms. Alvarez,

This is a reminder that you will have a payment that will be debited from your account on your loan(s) with USDA Rural Development as follows:

Loan No.	Due Date	Principal	Interest	Amount Due	Loan Amount
92-19	9/5/2021	\$5,185.77	\$6,586.23	\$11,772	\$315,000.00
92-19	9/5/2020	\$5,059.91	\$6,712.09	\$11,772	\$315,000.00
92-19	9/5/2021	Amount withdrawn		\$46.26	\$-11,725.74
92-19	9/5/2020	Amount withdrawn		\$46.26	\$-11,725.74
				Total Due	\$ 23,451.48

Please assure there are sufficient funds in the identified bank account as shown on your executed Authorization Agreement for Pre-authorized Payments by the due date shown above. Please check your current bank routing number and account number to assure they are the same. If this information is NOT the same, contact this office immediately.

If you have any questions regarding this request, please feel free to contact our office at (575) 522-8775, ext. 123.

Sincerely,

Mireya E. Lomas Digitally signed by Mireya E. Lomas
DN: cn=Mireya E. Lomas, o=USDA, email=Mireya.Lomas@aphis.usda.gov

Mireya E. Lomas
Loan Assistant

Rural Development • Las Cruces Area Office
760 Stern Drive, Suite #139
Las Cruces, NM 88005
Voice (575)522-8775 • (Fax) – (877)494-5299

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Annual Amortization Factor & Amortization Schedule Calculator

City of Truth or Consequences - WWTP Phase 2B

\$ 715,000.00	Loan Amount	<p>**Disclaimer - Please note that the breakdown of principal and interest payments shown are an estimate only and don't account for leap years. Actual amounts are dependent upon the actual date of application of payment. Interest accrues daily from one payment to the next.</p>
1.625%	Interest Rate (entered as a percentage i.e. 3.625%)	
40	Term	
0	# of Years of Principal Deferral (Select from drop-down)	
40	Amortization Period	
1	Payments per Year	
34.20	Amortization Factor	
\$ 24,453.00	Payment	
9/5/2019	Date of Loan Closing	

					Balance
Payment	Interest	Principal			
			\$		715,000.00
9/5/2020	\$ 11,650.58	\$ 12,802.42	\$		702,197.58
9/5/2021	\$ 11,410.71	\$ 13,042.29	\$		689,155.29
9/5/2022	\$ 11,198.77	\$ 13,254.23	\$		675,901.07
9/5/2023	\$ 10,983.39	\$ 13,469.61	\$		662,431.46
9/5/2024	\$ 10,794.00	\$ 13,659.00	\$		648,772.46
9/5/2025	\$ 10,542.55	\$ 13,910.45	\$		634,862.01
9/5/2026	\$ 10,316.51	\$ 14,136.49	\$		620,725.52
9/5/2027	\$ 10,086.79	\$ 14,366.21	\$		606,359.31
9/5/2028	\$ 9,880.33	\$ 14,572.67	\$		591,786.65
9/5/2029	\$ 9,616.53	\$ 14,836.47	\$		576,950.18
9/5/2030	\$ 9,375.44	\$ 15,077.56	\$		561,872.62
9/5/2031	\$ 9,130.43	\$ 15,322.57	\$		546,550.05
9/5/2032	\$ 8,905.77	\$ 15,547.23	\$		531,002.82
9/5/2033	\$ 8,628.80	\$ 15,824.20	\$		515,178.62
9/5/2034	\$ 8,371.65	\$ 16,081.35	\$		499,097.27
9/5/2035	\$ 8,110.33	\$ 16,342.67	\$		482,754.60
9/5/2036	\$ 7,866.25	\$ 16,586.75	\$		466,167.85
9/5/2037	\$ 7,575.23	\$ 16,877.77	\$		449,290.08
9/5/2038	\$ 7,300.96	\$ 17,152.04	\$		432,138.05
9/5/2039	\$ 7,022.24	\$ 17,430.76	\$		414,707.29
9/5/2040	\$ 6,757.46	\$ 17,695.54	\$		397,011.75
9/5/2041	\$ 6,451.44	\$ 18,001.56	\$		379,010.19
9/5/2042	\$ 6,158.92	\$ 18,294.08	\$		360,716.10
9/5/2043	\$ 5,861.64	\$ 18,591.36	\$		342,124.74
9/5/2044	\$ 5,574.76	\$ 18,878.24	\$		323,246.50
9/5/2045	\$ 5,252.76	\$ 19,200.24	\$		304,046.25
9/5/2046	\$ 4,940.75	\$ 19,512.25	\$		284,534.00
9/5/2047	\$ 4,623.68	\$ 19,829.32	\$		264,704.68
9/5/2048	\$ 4,313.24	\$ 20,139.76	\$		244,564.92
9/5/2049	\$ 3,974.18	\$ 20,478.82	\$		224,086.10
9/5/2050	\$ 3,641.40	\$ 20,811.60	\$		203,274.50
9/5/2051	\$ 3,303.21	\$ 21,149.79	\$		182,124.71
9/5/2052	\$ 2,967.63	\$ 21,485.37	\$		160,639.34
9/5/2053	\$ 2,610.39	\$ 21,842.61	\$		138,796.73
9/5/2054	\$ 2,255.45	\$ 22,197.55	\$		116,599.18
9/5/2055	\$ 1,894.74	\$ 22,558.26	\$		94,040.91
9/5/2056	\$ 1,532.35	\$ 22,920.65	\$		71,120.27
9/5/2057	\$ 1,155.70	\$ 23,297.30	\$		47,822.97

9/5/2058	\$	777.12	\$	23,675.88	\$	24,147.09
9/5/2059	\$	392.39	\$	24,060.61	\$	86.48
9/5/2060	\$	1.41	\$	24,451.59	\$	(24,365.11)
9/5/2061	\$	-	\$	-	\$	-
9/5/2062	\$	-	\$	-	\$	-
9/5/2063	\$	-	\$	-	\$	-
9/5/2064	\$	-	\$	-	\$	-
9/5/2065	\$	-	\$	-	\$	-
9/5/2066	\$	-	\$	-	\$	-
9/5/2067	\$	-	\$	-	\$	-
9/5/2068	\$	-	\$	-	\$	-
9/5/2069	\$	-	\$	-	\$	-
9/5/2070	\$	-	\$	-	\$	-
9/5/2071	\$	-	\$	-	\$	-
9/5/2072	\$	-	\$	-	\$	-
9/5/2073	\$	-	\$	-	\$	-
9/5/2074	\$	-	\$	-	\$	-
9/5/2075	\$	-	\$	-	\$	-
9/5/2076	\$	-	\$	-	\$	-
9/5/2077	\$	-	\$	-	\$	-
9/5/2078	\$	-	\$	-	\$	-
9/5/2079	\$	-	\$	-	\$	-
9/5/2080	\$	-	\$	-	\$	-
9/5/2081	\$	-	\$	-	\$	-
9/5/2082	\$	-	\$	-	\$	-
9/5/2083	\$	-	\$	-	\$	-
9/5/2084	\$	-	\$	-	\$	-
9/5/2085	\$	-	\$	-	\$	-
9/5/2086	\$	-	\$	-	\$	-
9/5/2087	\$	-	\$	-	\$	-
9/5/2088	\$	-	\$	-	\$	-
9/5/2089	\$	-	\$	-	\$	-
9/5/2090	\$	-	\$	-	\$	-
9/5/2091	\$	-	\$	-	\$	-
9/5/2092	\$	-	\$	-	\$	-
9/5/2093	\$	-	\$	-	\$	-
9/5/2094	\$	-	\$	-	\$	-
9/5/2095	\$	-	\$	-	\$	-
9/5/2096	\$	-	\$	-	\$	-
9/5/2097	\$	-	\$	-	\$	-
9/5/2098	\$	-	\$	-	\$	-
9/5/2099	\$	-	\$	-	\$	-
9/5/2100	\$	-	\$	-	\$	-
9/5/2101	\$	-	\$	-	\$	-
9/5/2102	\$	-	\$	-	\$	-
9/5/2103	\$	-	\$	-	\$	-
9/5/2104	\$	-	\$	-	\$	-
9/5/2105	\$	-	\$	-	\$	-
9/5/2106	\$	-	\$	-	\$	-
9/5/2107	\$	-	\$	-	\$	-
9/5/2108	\$	-	\$	-	\$	-

Annual Amortization Factor & Amortization Schedule Calculator

City of Truth or Consequences - WWTP Phase 2B

\$	315,000.00	Loan Amount	**Disclaimer - Please note that the breakdown of principal and interest payments shown are an estimate only and don't account for leap years. Actual amounts are dependent upon the actual date of application of payment. Interest accrues daily from one payment to the next.
	2.125%	Interest Rate (entered as a percentage i.e. 3.625%)	
	40	Term	
	0	# of Years of Principal Deferral (Select from drop-down)	
	40	Amortization Period	
	1	Payments per Year	
	37.37	Amortization Factor	
\$	11,772.00	Payment	
	9/5/2019	Date of Loan Closing	

	Payment	Interest	Principal	\$	Balance
				\$	315,000.00
9/5/2020	\$	6,712.09	\$	5,059.91	\$ 309,940.09
9/5/2021	\$	6,586.23	\$	5,185.77	\$ 304,754.32
9/5/2022	\$	6,476.03	\$	5,295.97	\$ 299,458.35
9/5/2023	\$	6,363.49	\$	5,408.51	\$ 294,049.83
9/5/2024	\$	6,265.68	\$	5,506.32	\$ 288,543.51
9/5/2025	\$	6,131.55	\$	5,640.45	\$ 282,903.06
9/5/2026	\$	6,011.69	\$	5,760.31	\$ 277,142.75
9/5/2027	\$	5,889.28	\$	5,882.72	\$ 271,260.04
9/5/2028	\$	5,780.07	\$	5,991.93	\$ 265,268.10
9/5/2029	\$	5,636.95	\$	6,135.05	\$ 259,133.05
9/5/2030	\$	5,506.58	\$	6,265.42	\$ 252,867.63
9/5/2031	\$	5,373.44	\$	6,398.56	\$ 246,469.07
9/5/2032	\$	5,251.82	\$	6,520.18	\$ 239,948.88
9/5/2033	\$	5,098.91	\$	6,673.09	\$ 233,275.80
9/5/2034	\$	4,957.11	\$	6,814.89	\$ 226,460.91
9/5/2035	\$	4,812.29	\$	6,959.71	\$ 219,501.20
9/5/2036	\$	4,677.18	\$	7,094.82	\$ 212,406.38
9/5/2037	\$	4,513.64	\$	7,258.36	\$ 205,148.02
9/5/2038	\$	4,359.40	\$	7,412.60	\$ 197,735.41
9/5/2039	\$	4,201.88	\$	7,570.12	\$ 190,165.29
9/5/2040	\$	4,052.08	\$	7,719.92	\$ 182,445.37
9/5/2041	\$	3,876.96	\$	7,895.04	\$ 174,550.34
9/5/2042	\$	3,709.19	\$	8,062.81	\$ 166,487.53
9/5/2043	\$	3,537.86	\$	8,234.14	\$ 158,253.39
9/5/2044	\$	3,372.10	\$	8,399.90	\$ 149,853.49
9/5/2045	\$	3,184.39	\$	8,587.61	\$ 141,265.88
9/5/2046	\$	3,001.90	\$	8,770.10	\$ 132,495.78
9/5/2047	\$	2,815.54	\$	8,956.46	\$ 123,539.31
9/5/2048	\$	2,632.40	\$	9,139.60	\$ 114,399.72
9/5/2049	\$	2,430.99	\$	9,341.01	\$ 105,058.71
9/5/2050	\$	2,232.50	\$	9,539.50	\$ 95,519.21
9/5/2051	\$	2,029.78	\$	9,742.22	\$ 85,776.99
9/5/2052	\$	1,827.75	\$	9,944.25	\$ 75,832.75
9/5/2053	\$	1,611.45	\$	10,160.55	\$ 65,672.19
9/5/2054	\$	1,395.53	\$	10,376.47	\$ 55,295.73
9/5/2055	\$	1,175.03	\$	10,596.97	\$ 44,698.76
9/5/2056	\$	952.45	\$	10,819.55	\$ 33,879.21
9/5/2057	\$	719.93	\$	11,052.07	\$ 22,827.14

9/5/2058	\$	485.08	\$	11,286.92	\$	11,540.22
9/5/2059	\$	245.23	\$	11,526.77	\$	13.45
9/5/2060	\$	0.29	\$	11,771.71	\$	(11,758.26)
9/5/2061	\$	-	\$	-	\$	-
9/5/2062	\$	-	\$	-	\$	-
9/5/2063	\$	-	\$	-	\$	-
9/5/2064	\$	-	\$	-	\$	-
9/5/2065	\$	-	\$	-	\$	-
9/5/2066	\$	-	\$	-	\$	-
9/5/2067	\$	-	\$	-	\$	-
9/5/2068	\$	-	\$	-	\$	-
9/5/2069	\$	-	\$	-	\$	-
9/5/2070	\$	-	\$	-	\$	-
9/5/2071	\$	-	\$	-	\$	-
9/5/2072	\$	-	\$	-	\$	-
9/5/2073	\$	-	\$	-	\$	-
9/5/2074	\$	-	\$	-	\$	-
9/5/2075	\$	-	\$	-	\$	-
9/5/2076	\$	-	\$	-	\$	-
9/5/2077	\$	-	\$	-	\$	-
9/5/2078	\$	-	\$	-	\$	-
9/5/2079	\$	-	\$	-	\$	-
9/5/2080	\$	-	\$	-	\$	-
9/5/2081	\$	-	\$	-	\$	-
9/5/2082	\$	-	\$	-	\$	-
9/5/2083	\$	-	\$	-	\$	-
9/5/2084	\$	-	\$	-	\$	-
9/5/2085	\$	-	\$	-	\$	-
9/5/2086	\$	-	\$	-	\$	-
9/5/2087	\$	-	\$	-	\$	-
9/5/2088	\$	-	\$	-	\$	-
9/5/2089	\$	-	\$	-	\$	-
9/5/2090	\$	-	\$	-	\$	-
9/5/2091	\$	-	\$	-	\$	-
9/5/2092	\$	-	\$	-	\$	-
9/5/2093	\$	-	\$	-	\$	-
9/5/2094	\$	-	\$	-	\$	-
9/5/2095	\$	-	\$	-	\$	-
9/5/2096	\$	-	\$	-	\$	-
9/5/2097	\$	-	\$	-	\$	-
9/5/2098	\$	-	\$	-	\$	-
9/5/2099	\$	-	\$	-	\$	-
9/5/2100	\$	-	\$	-	\$	-
9/5/2101	\$	-	\$	-	\$	-
9/5/2102	\$	-	\$	-	\$	-
9/5/2103	\$	-	\$	-	\$	-
9/5/2104	\$	-	\$	-	\$	-
9/5/2105	\$	-	\$	-	\$	-
9/5/2106	\$	-	\$	-	\$	-
9/5/2107	\$	-	\$	-	\$	-
9/5/2108	\$	-	\$	-	\$	-

TORC 8 PD BUILDING LOAN (NMFA GRT INTERCEPT)

Principal	403-1203-90905	\$	14,151.00
Interest	403-1203-90910	\$	842.00
Admin Fee	403-1203-90925	\$	176.00
		\$	15,169.00

TORC 17 WTB-229 (Water)

Principal	403-1203-90905	\$	12,815.00
Interest	403-1203-90910	\$	324.00
		\$	13,139.00

TORC 18 #2613-PP GROUND STORAGE TANKS (Water)

Principal	403-1203-90905	\$	8,287.00
		\$	8,287.00

TORC 19 REFINANCED 95,96,98 UTIL BONDS (WATER)

Principal	403-1203-90905	\$	63,109.00
Interest	403-1203-90910	\$	28,076.00
		\$	91,185.00

TORC 21 NMFA FIRE TRUCK State Fire Allotment Intercept

Principal	403-1203-90905	\$	28,311.00
Interest	403-1203-90910	\$	75.00
		\$	28,386.00

TorC 22 WTB-292 PER & ASSET MGMT PLAN (WATER)

Principal	403-1203-90905	\$	3,281.00
Interest	403-1203-90910	\$	99.00
		\$	3,380.00

TorC 24 3171-CIF (WW)

Principal	403-1203-90905	\$	3,846.00
		\$	3,846.00

TORC 27 CIF-3364 (WW)

Principal	403-1203-90905	\$	3,867.00
		\$	3,867.00

PPRF-4967 Refunding TorC 6 & RIP95-16 INTERCEPT (WATER/ELEC)

Principal	403-1203-90905	\$	115,877.00	Elec	90604	Water	25273	115877
Interest	403-1203-90910	\$	3,612.00		2824		788	3612
Admin Fee	403-1203-90925	\$	270.00		211		59	270
		\$	119,759.00		93639		26120	119759

SW COLLECTION LOAN (CAPITAL ONE) Solid Waste

Principal	403-1203-90905	\$	95,000.00
Interest	403-1203-90910	\$	20,540.00
		\$	115,540.00

2019 PD EQUIPMENT LOAN (PPRF-4895) NMFA GRT INTERCEPT PD GRT

Principal	403-1203-90905	\$	20,952.00
Interest	403-1203-90910	\$	63.00
		\$	21,015.00

PPRF-4968 ABC Refunding TorC 13 & New Money (TorC 13 - Recreation) NMFA GRT INTERCEPT

Principal	403-1203-90905	\$	247,644.00
Interest	403-1203-90910	\$	24,196.00
Admin Fee	403-1203-90925	\$	2,040.00
		\$	273,880.00

CIF-4927 Water System PER (WATER)

Principal	403-1203-90905	\$	450.00
		\$	450.00

PPRF-5198 Refunding TorC 15 STREET NMFA GRT INTERCEPT

Principal	403-1203-90905	\$	115,000.00
Interest	403-1203-90910	\$	6,161.00
		\$	121,161.00

2019 WATER LINE REPLACEMENT PROJECTS LOAN (DW4794) (Water)

Principal	403-1203-90905	\$	29,955.00
Interest	403-1203-90910	\$	1,911.00
		\$	31,866.00

USDA 910,000 Bond (WW)

Principal	403-1203-90905	\$	16,000.00
Interest	403-1203-90910	\$	18,787.00
		\$	34,787.00

USDA 715,000 WWTP Phase 2B Bond (WW) 92-12

Principal	403-1203-90905	\$	13,000.00
Interest	403-1203-90910	\$	11,196.00
		\$	24,196.00

11618.75 \$ 12,577.25

USDA 315,000 WWTP Phase 2B Bond (WW) 92-19

Principal	403-1203-90905	\$	5,000.00		
Interest	403-1203-90910	\$	6,481.00		
		\$	11,481.00	46.26	\$ 11,434.74

USDA 5,487,000 Monthly Water Bond (WATER)

Principal	403-1203-90905		
Interest	403-1203-90910	\$	-

Totals

Principal	403-1203-90905	\$	796,545.00		
Interest	403-1203-90910	\$	122,363.00		
Admin Fee	403-1203-90925	\$	2,486.00		
		\$	921,394.00	FYE 21/22	

TRANSFER IN

Street	\$	121,161.00
PD GRT	\$	21,015.00
Electric	\$	93,639.00
Water	\$	174,427.00
Soild Waste	\$	115,540.00
WW	\$	78,177.00
Intercept	\$	317,435.00
	\$	921,394.00



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Fund: 403 - Pledge State

Revenue

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
403-1203-32386	GRT INTERCEPTED	300,000.00	300,000.00	0.00	143,741.44	0.00	-156,258.56	47.91 %
403-1203-32388	INTERCEPTED FIRE MARSHAL	28,311.00	28,311.00	0.00	28,379.00	0.00	68.00	100.24 %
403-1203-36373	INTEREST INCOME	100.00	100.00	0.00	35.09	0.00	-64.91	35.09 %
403-1203-36410	INVESTMENT INCOME	12,000.00	12,000.00	0.00	1,885.71	0.00	-10,114.29	15.71 %
403-1203-36411	INVESTMENT INTEREST-PLEDGE STATE CD	1,600.00	1,600.00	0.00	376.37	0.00	-1,223.63	23.52 %
403-1203-39935	TRANSFER IN	461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	49.95 %

Revenue Total: 803,794.00 803,794.00 0.00 405,084.11 0.00 -398,709.89 50.40 %

Expense

403-1203-90905	DEBT SERVICE PRINCIPAL-PLEDGE STATE	796,545.00	796,545.00	0.00	0.00	118,809.00	677,736.00	14.92 %
403-1203-90910	DEBT SERVICE INTEREST	122,363.00	122,363.00	0.00	0.00	20,963.00	101,400.00	17.13 %
403-1203-90925	COMMITMENTS & OTHER FEES-PLEDGE STA	2,486.00	2,486.00	0.00	0.00	0.00	2,486.00	0.00 %

Expense Total: 921,394.00 921,394.00 0.00 0.00 139,772.00 781,622.00 15.17 %

Fund: 403 - Pledge State Surplus (Deficit): -117,600.00 -117,600.00 0.00 405,084.11 -139,772.00 382,912.11 -225.61 %

Report Surplus (Deficit): -117,600.00 -117,600.00 0.00 405,084.11 -139,772.00 382,912.11 -225.61 %

DOCUMENT #3-#6

PAYROLL CHANGE NOTICE

ROUTING:

1. HUMAN RESOURCES
2. FINANCE DIRECTOR TO VERIFY BUDGET AUTHORITY
3. CITY MANAGER FOR APPROVAL
4. HUMAN RESOURCES (Enters into Software)
5. CC TO PAYROLL AFTER COMPLETION (Verifies amount in Software)
6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Landen Bilyeu

Department: Airport

THE CHANGE(S)

Check all applicable boxes

	From		To
<input type="checkbox"/> Department			
<input type="checkbox"/> Job			
<input type="checkbox"/> Shift			
<input checked="" type="checkbox"/> Rate	Hourly \$ 11.00	Hourly	\$ 11.50
<input type="checkbox"/> Other	Annual* \$ 11,440.00	Annual*	\$ 11,960.00
*At 1040 hrs. Change Formula if needed			

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee _____

Acknowledgement	Employee	Date
Change requested by	Supervisor	Date
Budget Approved by:	Finance Director	Date
Change Approved by	City Manager	Date
Entered by:	Human Resources	Date
Verified by:	Payroll	Date

PAYROLL CHANGE NOTICE

ROUTING:

1. HUMAN RESOURCES
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3. CITY MANAGER FOR APPROVAL
4. HUMAN RESOURCES (Enters into Software)
5. CC TO PAYROLL AFTER COMPLETION (Verifies amount in Software)
6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Bonnie Gardner

Department: Golf Course

THE CHANGE(S)

Check all applicable boxes

	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift	Hourly \$ 11.00	Hourly \$ 11.50
<input checked="" type="checkbox"/> Rate	Annual* \$ 11,440.00	Annual* \$ 11,960.00
<input type="checkbox"/> Other	*At 1040 hrs. Change Formula if needed	

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee

Acknowledgement	Employee	Date
Change requested by	Supervisor	Date
Budget Approved by:	Finance Director	Date
Change Approved by	City Manager	Date
Entered by:	Human Resources	Date
Verified by:	Payroll	Date

PAYROLL CHANGE NOTICE

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6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Martin Towner

Department: Golf Course

THE CHANGE(S)

Check all applicable boxes

	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	Hourly \$ 11.00	Hourly \$ 11.50
<input type="checkbox"/> Other	Annual* \$ 11,440.00	Annual* \$ 11,960.00
*At 1040 hrs. Change Formula if needed		

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee

Acknowledgement	Employee _____	Date _____
Change requested by	Supervisor _____	Date _____
Budget Approved by:	Finance Director _____	Date _____
Change Approved by	City Manager _____	Date _____
Entered by:	Human Resources _____	Date _____
Verified by:	Payroll _____	Date _____

PAYROLL CHANGE NOTICE

ROUTING:

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3. CITY MANAGER FOR APPROVAL
4. HUMAN RESOURCES (Enters into Software)
5. CC TO PAYROLL AFTER COMPLETION (Verifies amount in Software)
6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Ashley Galicia

Department: Municipal Pool

THE CHANGE(S)

Check all applicable boxes

	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift	Hourly \$ 11.00	Hourly \$ 11.50
<input checked="" type="checkbox"/> Rate	Annual* \$ 11,440.00	Annual* \$ 11,960.00
<input type="checkbox"/> Other	*At 1040 hrs. Change Formula if needed	

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee _____

Acknowledgement	Employee	Date
Change requested by	Supervisor	Date
Budget Approved by:	Finance Director	Date
Change Approved by	City Manager	Date
Entered by:	Human Resources	Date
Verified by:	Payroll	Date

PAYROLL CHANGE NOTICE

ROUTING:

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3. CITY MANAGER FOR APPROVAL
4. HUMAN RESOURCES (Enters into Software)
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6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Jaimee Green

Department: Municipal Pool

THE CHANGE(S)

Check all applicable boxes

	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift		
<input checked="" type="checkbox"/> Rate	Hourly \$ 11.00 Annual* \$ 11,440.00	Hourly \$ 11.50 Annual* \$ 11,960.00
<input type="checkbox"/> Other	*At 1040 hrs. Change Formula if needed	

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee

Acknowledgement	Employee	Date
Change requested by	Supervisor	Date
Budget Approved by:	Finance Director	Date
Change Approved by	City Manager	Date
Entered by:	Human Resources	Date
Verified by:	Payroll	Date

PAYROLL CHANGE NOTICE

ROUTING:

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3. CITY MANAGER FOR APPROVAL
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Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Elijah Martin

Department: Streets

THE CHANGE(S)

Check all applicable boxes

	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift	Hourly \$ 11.00	Hourly \$ 11.50
<input checked="" type="checkbox"/> Rate	Annual* \$ 22,880.00	Annual* \$ 23,920.00
<input type="checkbox"/> Other	*At 2080 hrs. Change Formula if needed	

REASON FOR THE CHANGE(S)

- | | |
|--|---|
| <input type="checkbox"/> Hired
<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Promotion
<input type="checkbox"/> Demotion
<input type="checkbox"/> Transfer
<input type="checkbox"/> Merit Increase | <input type="checkbox"/> Probationary Period Completed
<input type="checkbox"/> Length of Service Increase
<input type="checkbox"/> Re-Evaluation of Existing Job
<input type="checkbox"/> Resigned
<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff
<input type="checkbox"/> Discharged |
|--|---|

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee

Acknowledgement	Employee _____	Date _____
Change requested by	Supervisor _____	Date _____
Budget Approved by:	Finance Director _____	Date _____
Change Approved by	City Manager _____	Date _____
Entered by:	Human Resources _____	Date _____
Verified by:	Payroll _____	Date _____

PAYROLL CHANGE NOTICE

ROUTING:

1. HUMAN RESOURCES
2. FINANCE DIRECTOR TO VERIFY BUDGET AUTHORITY
3. CITY MANAGER FOR APPROVAL
4. HUMAN RESOURCES (Enters into Software)
5. CC TO PAYROLL AFTER COMPLETION (Verifies amount in Software)
6. COMPLETED ORIGINAL TO EMPLOYEE FILE

Please be advised of the following change(s) in payroll:

Effective: 1/1/2022 Please be mindful of the pay periods. Call Payroll if you need help.

Employee: Joseph Sorg

Department: Streets

THE CHANGE(S)

Check all applicable boxes	From	To
<input type="checkbox"/> Department		
<input type="checkbox"/> Job		
<input type="checkbox"/> Shift	Hourly \$ 11.00	Hourly \$ 11.50
<input checked="" type="checkbox"/> Rate	Annual* \$ 22,880.00	Annual* \$ 23,920.00
<input type="checkbox"/> Other	*At 2080 hrs. Change Formula if needed	

REASON FOR THE CHANGE(S)

- | | |
|---|--|
| <input type="checkbox"/> Hired | <input type="checkbox"/> Probationary Period Completed |
| <input type="checkbox"/> Re-Hired | <input type="checkbox"/> Length of Service Increase |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Re-Evaluation of Existing Job |
| <input type="checkbox"/> Demotion | <input type="checkbox"/> Resigned |
| <input type="checkbox"/> Transfer | <input type="checkbox"/> Retirement |
| <input type="checkbox"/> Merit Increase | <input type="checkbox"/> Layoff |
| | <input type="checkbox"/> Discharged |

Leave of Absence from _____ to _____

Other State of NM Minimum wage increase from \$11.00 per hour to \$11.50 per hour

Employee

Acknowledgement	Employee _____	Date _____
Change requested by	Supervisor _____	Date _____
Budget Approved by:	Finance Director _____	Date _____
Change Approved by	City Manager _____	Date _____
Entered by:	Human Resources _____	Date _____
Verified by:	Payroll _____	Date _____

DOCUMENT #7

PROJECTS FOR FUND 312									
		2017-18	2018-19	2019-20	2020-21	2020-21	2020-21	2021-22	21-22
		Actual	Actual	Actual	Final	Actual	Actual vs	Projected	vs
					Budget	6/30/21	Budget	Budget	20-21
7006 NMDOT AVIATION DIVISION ELECTRICAL VAULT DESIGN CONSTRUCTION									
REVISED 7-28-21									
REVENUES									
312-7006-31375	FEDERAL OTHER	-	-	-	214,522	175,056	(39,466)	39,466	(175,056)
312-7006-31380	OTHER STATE GRANTS				11,919	-	(11,919)	11,919	-
TOTAL REVENUE		-	-	-	226,441	175,056	(51,385)	51,385	(175,056)
OPERATING EXPENSES									
312-7006-		-	-	-	-	-	-	-	-
TOTAL OPERATING EXPENSES		-	-	-	-	-	-	-	-
CAPITAL OUTLAY									
312-7006-80805	BUILDINGS & STRUCTURES				238,360	175,483	(62,877)	62,877	(175,483)
TOTAL CAPITAL OUTLAY		-	-	-	238,360	175,483	(62,877)	62,877	(175,483)
GRAND TOTAL 7006 NMDOT ELETRICAL VAULT DESIGN		-	-	-	238,360	175,483	(62,877)	62,877	(175,483)

Original Budget
7-1-21

Actual
Exp
Short

(67,096)

(4,219)

Sandra Whitehead
Mayor

Amanda Forrister
Mayor Pro-Tem

Frances Luna
Commissioner



505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-7767
www.torcnm.org

Paul Baca
Commissioner

Randall Aragon
Commissioner

Bruce Swingle
City Manager

Ms. Haley Hood
Federal Aviation Administration
10101 Hillwood Parkway
Fort Worth, TX 76177

RE: Truth or Consequences Municipal Airport
Schedule I – Electrical Vault and Install Regulator
AIP No. 3-35-0042-019-2020
Amendment Request

ACI No. 196541

Dear Ms. Hood:

We are requesting an Amendment to the Federal Grant ending in 019-2020 for the Electrical Vault and Regulator project due to delays in getting the grant in place for the project.

This project was bid in August 2019 followed by the submission of the Grant Application. SHIPO determined that some additional surveying was needed. Due to an email overlook from SHIPO to the FAA, clearance was delayed for over a year. A second delay was in place as last year's Federal Grant Offers were issued late into construction season. Due to these reasons, the project was not started until Spring of 2021.

In this time duration, The New Mexico State Wages changed dramatically. Armstrong Consultants was required to pull new a State Wage Rates by the New Mexico State Workforce solutions office. This caused a dramatic increase in labor wages for the project.

The original project cost was \$214,789.18 and is now \$252,496.47. Attached to this Letter is a breakout of all costs in addition to the Change Order for the new Amended Contract Total.

Please contact Armstrong Consultants Inc., should there be any questions or any additional documentation necessary to move this forward.

Sincerely,

Traci Alvarez
City of Truth or Consequences
Assistant City Manager

AMENDED SPONSORS BUDGET ANALYSIS

LOCATION: Truth or Consequences Municipal Airport

AIP PROJECT NUMBER: 3-35-0042-019-2020

PROJECT TITLE: Construct Electrical Vault and Install New Regulator

ENGINEERING (incl. NMGRT)	\$25,130.31
CONSTRUCTION SERVICES (incl. NMGRT)	\$11,228.44
ENVIROMENTAL (incl. NMGRT)	\$8,345.00
CONSTRUCTION (incl. NMGRT)	\$168,085.43
CHANGE ORDER (incl. NMGRT)	\$37,707.29
ADMINISTRATION	\$2,000.00
TOTAL	\$252,496.47

**Figures above include New Mexico Gross Receipts Tax (NMGRT) 7.8750 (Albuquerque) and 6.9375 % (Truth or Consequences)*

TOTAL PROJECT COSTS: \$252,496.47

From: [Traci Alvarez](#)
To: [Kirkpatrick, Carol](#)
Subject: RE: Electrical vault Design
Date: Friday, November 12, 2021 5:01:22 PM
Attachments: [image005.png](#)

Good Afternoon Carol,

Looks like I need to get with you on this. This project was fully funded by FAA. No state or local funds were needed. Below is a list of the reimbursements we received from invoices paid to Engineering and Contractor. Total Reimbursements are \$242,847.04. Last FY we received \$175,055.62 and this FY we have received \$67,791.42

We just received our final reimbursement on 10-25. Let me know what documents you need from me to correct the records.

2/8/2021	\$ 6,683.00
2/8/2021	\$ 21,922.00
6/4/2021	\$146,450.62
8/11/2021	\$ 29,388.56
10/25/2021	\$ 38,402.86
	\$242,847.04

Traci Alvarez
Assistant City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
(575) 952-0565
tburnette@torcnm.org



From: Kirkpatrick, Carol <ckirkpatrick@torcnm.org>
Sent: Friday, November 12, 2021 4:48 PM
To: Traci Alvarez <talvarez@torcnm.org>
Subject: Electrical vault Design

Traci,

Are we finished with the Electrical Vault Design? Fund 312-7006?

I noticed that we went \$4,218.47 over budget on that project.

DOCUMENT #8

PROJECTS FOR FUND 360						
		2020-21	2020-21	2020-21	2021-22	21-22
		Final Budget	Actual 6/30/21	Actual vs Budget	Projected Budget	vs 20-21
7000 NMFA COLONIAS 2019 CITY WIDE WATER PRELIMINARY ENGINEERING REPORT						
REVISED 7-28-21						
REVENUES						
360-7000-32700	OTHER STATE GRANTS	81,000	60,445	(20,555)	20,555	(60,445)
360-7000-38387	LOAN PROCEEDS	9,000	-	(9,000)	9,000	-
	TOTAL REVENUE	90,000	60,445	(29,555)	29,555	(60,445)
TRANSFERS IN (OUT)						
360-7000-39935	TRANSFER IN FROM 315 CAPITAL PROJECTS	9,000	-	(9,000)	9,000	-
	OUT		-	-	-	-
	NET TRANSFERS	9,000	-	(9,000)	9,000	-
TOTAL REVENUE AND TRANSFERS		99,000	60,445	(38,555)	38,555	(60,445)
OPERATING EXPENSES						
360-7000-48598	PROFESSIONAL SERVICES	99,000	79,251	(19,749)	19,749	(79,251)
	TOTAL OPERATING EXPENSES	99,000	79,251	(19,749)	19,749	(79,251)

Original Budget 7-1-21

Final Exp. 21-22
Need

(21,222.11)

(1473.11)



4401 Masthead Street NE, Suite 150
Albuquerque, NM 87109
505 348 4000 (phone)
505 348 4055 (fax)
wilsonco.com

September 17, 2021

Mr. Bruce Swingle
City Manager
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Re: Proposal for T or C Colonias PER Amendment #3, NMFA Colonias CIF – 4927

Mr. Swingle:

Wilson & Company, Inc., Engineers & Architects (Wilson) has put in additional effort to complete this City-Wide PER under the NMFA Colonias CIF – 4927 funding. This additional effort includes the development of 12 alternatives to be considered in the PER, which is more than the 3-4 expected in the USDA Bulletin 1780-2. Additional unexpected effort to address the agency (NMED) review comments, which has now addressed the NMED comments for the second time. Wilson & Company budgeted effort for a single set of comments and corrections for the agency review and approval. The second set of comments have been addressed and the second revised PER entitled "T or C City-Wide Water System Improvements" dated September 2021 was submitted to NMED for approval on September 9, 2021.

Wilson & Company is respectfully requesting additional compensation listed below for this described additional effort.

Compensation:

For the completion of the services described above, we propose a **Lump Sum fee of \$12,430.00 (excluding of NMGR)**.

A man-hour breakdown of services is included in Exhibit A to provide detailed scope and fee information.

Timeline for Completion of Project:

The project timeline is to be fully completed and funding closed-out by December 31, 2021.

If you have any questions, please contact our Project Manager, Mr. Mark Nasi, at 505-348-4170 or by mark.nasi@wilsonco.com.

Sincerely,

Thank you,


Mario Juarez-Infante, PE
Vice President



Mr. Bruce Swingle, City Manager

09/30/21

Date

Attachments:
NMED-CPB Attachment VI – Amendment #3
Exhibit A: Man-hour Worksheet

ATTACHMENT VI – AMENDMENT TO AGREEMENTS FOR ENGINEERING SERVICES
Amendment No. 3

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 17th day of June, 2020 (effective date of Agreement) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 17th day of September, 2021 (effective date of Amendment) that ENGINEER shall modify the Agreement and furnish ENGINEERING SERVICES in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Description of Modifications:

No change from Amendment #2

B. Perform or provide the following tasks and/or deliverables:

No change to original Agreement Attachment III.

C. Cost Proposal – Include hourly breakdown for each task

Modified to original Agreement Attachment III per Exhibit A - Amendment #3.

D. Reimbursable Expense Schedule

No change to original Agreement Attachment III.

E. Agreement Summary:

Original agreement amount:	<u>\$73,465.23 (79,250.62 w/ NMGRT)</u>
Net change for prior amendments:	<u>\$0</u>
This amendment amount:	<u>\$19,430.00 (20,960.11 w/ NMGRT)</u>
Adjusted Agreement amount:	<u>\$92,895.23 (100,210.73 w/ NMGRT)</u>

F. Contract Time shall be 0 calendar days from the date of the OWNERS signature on Attachment VI. The services described in this amendment shall be completed and accepted by the OWNER by December 31, 2021 (DATE). If these services have not been completed and accepted by January 31, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the contract.

2. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 09/30/21
OWNER
Type Name Bruce Swingle
Title City Manager

By:  Date: 09/22/2021
ENGINEER
Type Name Mario Juarez-Infante
Title Vice President
Address Wilson & Company, Inc., Engineers & Architects
414 N. Main St., Suite A
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____ Approved by: _____

Type Name _____

Date _____

Steven M. Deal

Digitally signed by Steven M. Deal
Date: 2021.10.28 13:00:53 -06'00'

Steven Deal, Project Engineer
Construction Programs Bureau-NMED

Amount approved: _____

**Exhibit A
Man Hour Worksheet**

Project: Colonias City-Wide PER - Amendment #3
Owner: City of Truth or Consequences
Engineer: Wilson & Company, Inc., Engineers & Architects

WBS	Job Description	Task Code	Operation Manager	Senior Project Engineer	WWW Project Engineer	WWW Jr. Engineer	Labor Hours	Expense	Task Total:
	Grade		P6	P5	P4	P2			
	Billing Rate:		\$ 216.00	\$ 184.00	\$ 142.00	\$ 98.00			
			Hrs.	Hrs.	Hrs.	Hrs.		\$	\$
1	Project Management								
	Resolution Meeting	8637	1	1	1	0	3		\$ 542.00
	Project Coordination			2			2		\$ 368.00
	Subtotal Hours (excl. NMGR):		1	3	1	0	5	\$ -	\$ 910.00
2	Studies and Reports						0		\$ -
	Alternatives Considered (Additional effort for 12 alternatives, instead of the expected 3-4 alternatives required by USDA Bulletin 1780-2)			8	20	60	88		\$ 10,192.00
	Second - Addressing Regulatory Review Comments on PER		4	6	15	35	60		\$ 7,528.00
	Second - Internal QA/QC Review of Final PER		2	2			4		\$ 800.00
	Subtotal Hours (excl. NMGR):		6	16	35	95	152	\$ -	\$ 18,520.00
	Subtotal Hours (excl. NMGR):		0	0	0	0	0	\$ -	\$ -
	Total Manhours		7	19	36	95	152		
	Subtotal Tasks 1 - 4 (Excl. NMGR):								\$ 19,430.00
	NMGR @ 7.8750%								\$ 1,530.11
	Total Incl. NMGR:								\$ 20,960.11



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.3

SUBJECT: Approve Resolution No. 39 21/22, and sign the NMFA Loan/Grant agreement and closing documents for the Cantrell Dam Design/Rehabilitation Project

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Award Letter Water Trust Board Project No. 5442 Flood Prevention Project Cantrell Dam Design/Rehabilitation 6-1-2021 offer 40% Loan \$300,000.00, 60% Grant \$450,000.00 and cash match of \$75,000.00
Resolution 53 20/21 Approved on 6-23-2021 to accept award. All required readiness to proceed items have been submitted and this is the final step to proceed with the project.

Recommendation:

Approve Resolution No. 39 21/22 and sign Loan/Grant Agreement and closing documents

Attachments:

- Authorizing Resolution, Loan/Grant Agreement and closing documents
-

Fiscal Impact (Finance): Choose an item.

See summary.

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

SOURCES AND USES OF FUNDS

City of Truth or Consequences WPF-5442 Cantrell Dam Design & Rehab

Sources:

Bond Proceeds:	
Par Amount	300,000.00
Other Sources of Funds:	
Water Trust Board Grant Funds	450,000.00
	<hr/> 750,000.00 <hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	750,000.00
	<hr/> 750,000.00 <hr/> <hr/>

BOND SUMMARY STATISTICS

City of Truth or Consequences WPF-5442 Cantrell Dam Design & Rehab

Dated Date	12/17/2021
Delivery Date	12/17/2021
Last Maturity	06/01/2043
Arbitrage Yield	0.249752%
True Interest Cost (TIC)	0.249752%
Net Interest Cost (NIC)	0.250001%
All-In TIC	0.249752%
Average Coupon	0.250001%
Average Life (years)	12.073
Duration of Issue (years)	11.873
Par Amount	300,000.00
Bond Proceeds	300,000.00
Total Interest	9,055.04
Net Interest	9,055.04
Total Debt Service	309,055.04
Maximum Annual Debt Service	15,453.17
Average Annual Debt Service	14,404.43
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	300,000.00	100.000	0.250%	12.073
	300,000.00			12.073

	TIC	All-In TIC	Arbitrage Yield
Par Value	300,000.00	300,000.00	300,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	300,000.00	300,000.00	300,000.00
Target Date	12/17/2021	12/17/2021	12/17/2021
Yield	0.249752%	0.249752%	0.249752%

DETAILED BOND DEBT SERVICE**City of Truth or Consequences
WPF-5442 Cantrell Dam Design & Rehab****Loan Component (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2024	13,611	0.250%	1,841.67	15,452.67
06/01/2025	14,737	0.250%	715.97	15,452.97
06/01/2026	14,774	0.250%	679.13	15,453.13
06/01/2027	14,810	0.250%	642.20	15,452.20
06/01/2028	14,848	0.250%	605.17	15,453.17
06/01/2029	14,885	0.250%	568.05	15,453.05
06/01/2030	14,922	0.250%	530.84	15,452.84
06/01/2031	14,959	0.250%	493.53	15,452.53
06/01/2032	14,997	0.250%	456.14	15,453.14
06/01/2033	15,034	0.250%	418.64	15,452.64
06/01/2034	15,072	0.250%	381.06	15,453.06
06/01/2035	15,109	0.250%	343.38	15,452.38
06/01/2036	15,147	0.250%	305.61	15,452.61
06/01/2037	15,185	0.250%	267.74	15,452.74
06/01/2038	15,223	0.250%	229.78	15,452.78
06/01/2039	15,261	0.250%	191.72	15,452.72
06/01/2040	15,299	0.250%	153.57	15,452.57
06/01/2041	15,337	0.250%	115.32	15,452.32
06/01/2042	15,376	0.250%	76.98	15,452.98
06/01/2043	15,414	0.250%	38.54	15,452.54
	300,000		9,055.04	309,055.04

BOND SOLUTION

City of Truth or Consequences WPF-5442 Cantrell Dam Design & Rehab

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Existing Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Serv Coverage</i>
06/01/2022			563,723	563,723	1,012,524	448,801	179.61362%
06/01/2023			634,692	634,692	1,012,524	377,832	159.52994%
06/01/2024	13,611	15,453	637,191	652,644	1,012,524	359,880	155.14196%
06/01/2025	14,737	15,453	551,383	566,836	1,012,524	445,688	178.62719%
06/01/2026	14,774	15,453	551,383	566,836	1,012,524	445,688	178.62735%
06/01/2027	14,810	15,452	551,385	566,837	1,012,524	445,687	178.62699%
06/01/2028	14,848	15,453	551,384	566,837	1,012,524	445,687	178.62690%
06/01/2029	14,885	15,453	551,384	566,837	1,012,524	445,687	178.62698%
06/01/2030	14,922	15,453	551,384	566,836	1,012,524	445,688	178.62718%
06/01/2031	14,959	15,453	551,382	566,835	1,012,524	445,689	178.62774%
06/01/2032	14,997	15,453	401,609	417,062	1,012,524	595,462	242.77526%
06/01/2033	15,034	15,453	380,184	395,637	1,012,524	616,887	255.92247%
06/01/2034	15,072	15,453	285,620	301,073	1,012,524	711,451	336.30499%
06/01/2035	15,109	15,452	277,926	293,378	1,012,524	719,146	345.12588%
06/01/2036	15,147	15,453	277,926	293,379	1,012,524	719,145	345.12518%
06/01/2037	15,185	15,453	277,926	293,379	1,012,524	719,145	345.12497%
06/01/2038	15,223	15,453	277,927	293,380	1,012,524	719,144	345.12408%
06/01/2039	15,261	15,453	277,926	293,379	1,012,524	719,145	345.12497%
06/01/2040	15,299	15,453	277,926	293,379	1,012,524	719,145	345.12514%
06/01/2041	15,337	15,452	277,926	293,378	1,012,524	719,146	345.12581%
06/01/2042	15,376	15,453	224,522	239,975	1,012,524	772,549	421.92951%
06/01/2043	15,414	15,453	211,313	226,766	1,012,524	785,758	446.50619%
	300,000	309,055	9,144,024	9,453,079	22,275,528	12,822,449	

NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL FOR THE BORROWER/GRANTEE

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Truth or Consequences, Sierra County, New Mexico
\$750,000 Loan/Grant No. WPF-5442

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences (the “Borrower/Grantee”) in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the “Lender/Grantor”) is relying on this opinion letter and but for this opinion letter, the Loan/Grant would not be approved.

Capitalized terms used in this Opinion have the same meaning as defined in Resolution No. 39 21/22 adopted by the Governing Body of the Borrower/Grantee on December 15, 2021 (the “Resolution”) unless otherwise defined in this Opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Truth or Consequences Water Project Fund Application dated October 5, 2020 and January 12, 2021, the New Mexico Water Trust Board Approval dated May 14, 2021, and the Lender/Grantor Approval dated May 27, 2021 for Loan/Grant No. WPF-5442 (the “Application” and the “Approval,” respectively), relating to the Project.
- (2) The incorporation documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution(s) of the Borrower/Grantee in effect on December 15, 2021 and on January 21, 2022.
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this Opinion, including, without limiting the generality of the foregoing, the action

of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission and City Clerk; (b) the adoption of the Borrower/Grantee's Annual Open Meetings Act Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Water Trust Board, acting through the Finance Authority; (i) the Resolution authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.

- (6) The Resolution and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:

- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right and authority:
 - (1) to design, acquire, construct, install and complete the Project;
 - (2) to execute and deliver Loan/Grant documents including those identified above;
 - (3) to perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) to own, operate and maintain the Project during its Useful Life.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues (as defined in the Loan/Grant Agreement) of the Borrower/Grantee, as described in the Loan/Grant Agreement (the “Pledged Revenues”) which it purports to create.
- H. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.
- I. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Resolution, and no event of default and no default under the Loan/Grant Agreement or the Resolution has occurred and is continuing on the date of this Opinion.
- J. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this Opinion. The Borrower/Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- K. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Resolution or the Loan/Grant Agreement to the date of this Opinion have been obtained and are in full force and effect.
- L. Neither the Borrower/Grantee’s adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.

- M. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Lender/Grantor and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.
- N. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- O. No legal proceedings have been instituted or are pending, and to my knowledge none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- P. The Borrower/Grantee has acquired or will acquire as legally bound to acquire pursuant to the Loan/Grant Agreement all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has or will have sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project. The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1 (u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, rights of way permits on the real property on which the Project will be designed, constructed or located. The Borrower/Grantee has agreed to provide the documentation required by this paragraph to the undersigned prior to submission of a requisition for funding of the Project, if such written assurance has not been provided prior to the Closing Date.

Dated this 21st day of January, 2022.

Jamie F. Rubin
Attorney for Borrower/Grantee,
City of Truth or Consequences
P.O. Drawer 151,
Truth or Consequences, New Mexico 87901

STATE OF NEW MEXICO)
) ss
COUNTY OF SANTA FE)

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from the City of Truth or Consequences, Sierra County, New Mexico the Loan/Grant Agreement for Project No. WPF-5442

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

OCTOBER 2021						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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25	26	27	28	29	30	31

NOVEMBER 2021						
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29	30					

DECEMBER 2021						
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

**NEW MEXICO FINANCE AUTHORITY
FINANCING SCHEDULE & DISTRIBUTION LIST**

**\$750,000
WATER PROJECT FUND LOAN/GRANT
(\$450,000 Grant/\$300,000 Loan)
CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO**

Project No. WPF-5442

Prepared: September 28, 2021 and October 20, 2021

DATE	ACTION	PARTIES
Tuesday, January 12, 2021	Application received by Finance Authority	Borrower/Grantee
2021 Regular Session (Ch. 48)	Legislative approval	Legislature
Friday, May 14, 2021	Water Trust Board approval	WTB
Tuesday, June 1, 2021	Water Trust Board Award Letter Sent	WTB
Wednesday, September 29, 2021	Distribute Draft Financing Schedule to Finance Authority for review and comment	VN
Friday, November 19, 2021	Distribute draft Financing Schedule; Resolution, Agreement and closing documents for review and comment by Finance Authority, Borrower/Grantee and Borrower/Grantee's counsel	VN
Wednesday, December 1, 2021	Comments due on drafts of all documents from Finance Authority Borrower/Grantee and Borrower/Grantee's counsel	Finance Authority, Borrower/Grantee, Borrower/Grantee's counsel
Wednesday, December 1, 2021	Final Debt Service Schedule Due to VN	Finance Authority

DATE	ACTION	PARTIES
Wednesday, December 8, 2021	All documents in final form distributed to Borrower/Grantee for signature with a copy to the Finance Authority	VN
Wednesday, December 15, 2021	Submit notice of adoption to the Sierra County Sentinel by 12:00 p.m.	VN
Wednesday, December 15, 2021	Governing Body adopts Resolution	Borrower/Grantee
Friday, December 17, 2021	Publication of notice of adoption in the <i>Sierra County Sentinel</i>	Legal newspaper for Borrower/Grantee,
Wednesday, December 22, 2021	Closing documents signed by Borrower/Grantee and delivered to VN	Borrower/Grantee
Thursday, January 13, 2022	Delivery of closing documents forwarded to Finance Authority in electronic form for signature before 5:00 p.m.	VN
Monday, January 17, 2022	Thirty-day limitations period ends	
Wednesday, January 19, 2022	Finance Authority signs closing documents	Finance Authority
Friday, January 21, 2022	Closing	All
Friday, January 21, 2022	Send closing email to WG	VN
Two weeks after receipt of all final transcript documents	Transcript distributed	VN

DISTRIBUTION LIST

BORROWER/GRANTEE

Name: City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

Contact(s): Traci Alvarez, Grant/Projects
Coordinator- Zoning Official
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Phone: (575) 894-6673

Bruce Swingle, City Manager
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Phone: (575) 894-6673

Tammy Gardner, Executive Assistant
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Phone: (575) 894-6680

NEW MEXICO FINANCE AUTHORITY

(Finance Authority)
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Charlotte Larragoite, Paralegal
and Compliance Assistant

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Angela A. Torres, CMC City Clerk/Treasurer
Email: aatorres@torcnm.org
Phone: (575) 894-6674

BORROWER/GRANTEE'S ENGINEER

Name: Mario Juarez-Infante, PE
Vice President
Wilson & Company, Inc., Engineers &
Architects
Southwest Service Unit Manager
Mobile: (505) 715-2541
Direct: (505) 348-4070
Fax: (505) 348-4072
Email: mario.juarez-infante@wilsonco.com

BORROWER/GRANTEE'S COUNSEL

Contact(s): Jaime F. Rubin, Attorney
Jaime F. Rubin LLC
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Truth or Consequences, NM 87901
Phone: (575) 538-2925
Email: wjp@qwestoffice.net

LOAN/GRANT COUNSEL

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Jolin Anaya, Funding Coordinator, Client Services
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Mary L. Finney
Program Administrator & Client Services
Email: mfinney@nmfa.net

NEWSPAPER

Sierra County Sentinel
Address: 217 E. 3rd Street,
Truth or Consequences, NM 87901
Contact: Rebecca Quiles
Phone: (575) 894-3088
Fax: (575) 894-3998
Email: sentinelofficemgr@gmail.com

(Publication Deadline: Wednesday's by 12:00 p.m.
Published weekly on Friday's)

5. There is no reason within our knowledge and belief after due investigation, why the Borrower/Grantee may not enter into the Loan/Grant Agreement with the New Mexico Finance Authority, as authorized by the Resolution.

6. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Borrower/Grantee since the date of the Resolution.

7. To the best of our knowledge and belief after due investigation, none of the events of default referred to in Article X of the Loan/Grant Agreement has occurred.

8. There is no threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to our knowledge is there any basis therefor, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of the Pledged Revenues to pay the principal, interest or administrative fees on the Loan/Grant Agreement, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee taken with respect to the Resolution or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, or (e) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

9. The Borrower/Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Borrower/Grantee contained in the Loan/Grant Agreement and in the Resolution are true and correct as of the date hereof.

10. The Borrower/Grantee is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

11. To our knowledge and belief after due investigation, none of the Mayor, the City Clerk, any member of the Governing Body of the Borrower/Grantee, nor any other officer, employee or other agent of the Borrower/Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

12. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, the principal meeting place of the Borrower/Grantee.

13. The Borrower/Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Borrower/Grantee's Governing Body in connection with the Loan/Grant Agreement. The Open Meetings Act Resolution adopted and approved by the Governing Body on July 14, 2021, establishes notice standards for meetings of the Governing Body. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Resolution and the Loan/Grant Agreement was taken at meetings held in compliance with the Open Meetings Act Resolution No. 01 21/22 which resolution was effective on December 15, 2021 and has not been amended, repealed or rescinded.

14. The Borrower/Grantee is in compliance with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended.

15. The Mayor and the City Clerk, on the date of the signing of the Loan/Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Borrower/Grantee authorized to execute the Loan/Grant Agreement.

16. This Certificate is for the benefit of the Finance Authority.

17. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Borrower/Grantee this 21st day of January, 2022.

TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

(SEAL)

By _____
Sandra Whitehead, Mayor

By _____
Angela A. Torres, City Clerk

\$750,000

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

dated

January 21, 2022

by and between the

**NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,**

and

**CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO,
as Borrower/Grantee.**

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement” or “Loan/Grant Agreement”) dated January 21, 2022, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority” or “Lender/Grantor”), and the **CITY OF TRUTH OR CONSEQUENCES** in SIERRA COUNTY, NEW MEXICO (the “Borrower/Grantee”).

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the “Finance Authority Act”); and

WHEREAS, the Finance Authority Act provides that the Finance Authority may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, and is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow three hundred thousand dollars (\$300,000) from the Lender/Grantor and to accept a grant in the amount of four hundred fifty thousand dollars (\$450,000) from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated October 5, 2020 and January 12, 2021 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, 2021 N.M. Laws Ch. 48, being Senate Bill 137 of the 2021 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the Finance Authority enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the Finance Authority approved on May 27, 2021 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project will be approved by the Finance Authority (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the Finance Authority, pursuant to an agreement between such agency or entity and the Finance Authority), prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction, and the plans and specifications for the Project incorporate available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the Finance Authority, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project or to provide matching funds needed to complete the Project. The Additional Funding Amount is seventy-five thousand dollars (\$75,000).

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

“Agreement Term” means the term of this Agreement as provided under Article III of this Agreement.

“Application” means the New Mexico Water Trust Board Application dated October 5, 2020 and the New Mexico Water Trust Board Readiness Application dated January 12, 2021 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

“Authorized Officers” means, with respect to the Borrower/Grantee, any one or more of the Mayor, City Manager, and City Clerk thereof; with respect to the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Closing Date” means the date of execution and delivery of this Agreement by the Borrower/Grantee and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Conditions” means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

“Department of Finance and Administration” or “DFA” means the department of finance, and administration of the State.

“Eligible Fiscal Agent Fees” means fees and costs incurred by a fiscal agent for the administration of Project funds, including the collection and reporting of Project information as required by this Agreement, in an amount not exceeding five (5) percent of the Loan/Grant Amount. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Water Project Fund Financial Assistance.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services. The total amount of the combined Eligible Fiscal Agent Fees and Eligible Legal Fees may not exceed ten (10) percent of the total Loan/Grant Amount.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Agreement.

“Final Debt Service Schedule” means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

“Final Requisition” means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 4.1(b) of this Agreement.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

“Force Majeure” means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than four hundred fifty thousand dollars (\$450,000).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water, sanitary sewer, and electric services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and
- (c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Hardship Waiver” means a determination by the Finance Authority pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

“Interest Component” means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit “B” hereto.

“Interim Debt Service Schedule” means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit “B”.

“Interim Period” means the period no greater than twenty four (24) months, unless a longer period is approved by the Finance Authority as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the Finance Authority will disburse moneys to the Borrower/Grantee to pay costs of the Project.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than three hundred thousand dollars (\$300,000).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than seven hundred fifty thousand dollars (\$750,000).

“Loan Payments” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit “B” hereto.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Resolution and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the Finance Authority, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention; or, (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Resolution" means the Borrower/Grantee Resolution No. 39 21/22 adopted by the Governing Body on December 15, 2021 authorizing the acceptance of the Loan/Grant, approving

this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments as shown on the Term Sheet.

“Senior Obligations” means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“State Board of Finance” means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

“System” means the joint water, sewer and electric utility system pursuant to the Truth or Consequences Code of Ordinances, Chapter 14 of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part. The System consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the joint utility system, whether situated within or without the limits of the Borrower/Grantee.

“Term Sheet” means Exhibit “A” attached to this Agreement.

“Useful Life” means the structural and material design life of the Project including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the Finance Authority as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any

board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Resolution shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a *pro rata* basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Resolution shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the Finance Authority or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The Finance Authority shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the Finance Authority, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the Finance Authority. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the

Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the Finance Authority and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be constructed and completed substantially in accordance with the approval by the New Mexico Environment Department of the Project plans and specifications, and if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property. The Borrower/Grantee shall exercise its power of eminent domain, if needed to comply with this paragraph 2.1 (u) and Section 4.1(b).

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the Finance Authority, the Borrower/Grantee shall provide the Finance Authority a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Conservation Plan. The Borrower/Grantee has submitted a water conservation plan or one is on file with the State engineer, as required by NMSA 1978, § 72-4A-7, as amended.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted

Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water, sanitary sewer and electric services or facilities, or any combination, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water sanitary sewer and electric services shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection. Water, sanitary sewer and electric utility services may be billed jointly with each other, provided that each such joint bill shall show separately the water and sanitary sewer utility charges.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board; and

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Finance Authority Written Consent to Additional Loans. The Borrower/Grantee shall obtain the written consent of the Finance Authority prior to the issuance of additional Senior Obligations or Parity Obligations unless such Senior or Parity Obligation has been issued by the Finance Authority.

Section 2.2 Representations and Warranties of the Finance Authority. The Finance Authority represents as follows:

(a) Authorization of Agreement. The Finance Authority is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project, which in no event shall be less than twenty (20) years, as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The Finance Authority, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project will be constructed and completed substantially in accordance with the approval by the New Mexico Environment Department of the Project plans and specifications, provided that if such written assurance has not been provided prior to the Closing Date, the Borrower/Grantee shall provide written assurance signed by an attorney that the Borrower/Grantee has the power of eminent domain and has initiated the exercise of such power for the purpose of acquiring proper title to, easements, rights of way permits on the real property on which the Project will be constructed or located; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved on behalf of the Finance Authority as required by NMSA 1978, § 72-4A-7, as amended, by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the Finance Authority; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the Finance Authority shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the Finance Authority the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the Finance Authority.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the Finance Authority in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The Finance Authority, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the Finance Authority deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE
BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee

payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the Finance Authority for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the Finance Authority for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the Finance Authority to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the Finance Authority. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An “undue hardship” exists if the Finance Authority determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The Finance Authority may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The Finance Authority shall make a determination no later than May 15 of the applicable year, and the Finance Authority shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant to the Borrower/Grantee. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The Finance Authority shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the Finance Authority.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the Finance Authority in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the Finance Authority shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the Finance Authority, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the Finance Authority, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the Finance Authority, may be invested by the Finance Authority for the credit of the Water Project Fund.

ARTICLE VI LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the Finance Authority an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursement of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the Finance Authority shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Governmental Unit pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto

as Exhibit “B”. The Finance Authority shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Governmental Unit on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the Finance Authority acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the Finance Authority to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 of this Agreement. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the Finance Authority, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be designed so as to incorporate the available technologies and operational design for water use efficiency. The plans and specifications shall be approved on behalf of the Finance Authority by the New Mexico Environment Department prior to submission by Borrower of a requisition for the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, which shall in no event be less than twenty (20) years, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the

disbursement request, the Finance Authority shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The Finance Authority shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the Finance Authority and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on June 30, 2022, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the Finance Authority or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the Finance Authority substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the Finance Authority shall determine, by

reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the Finance Authority shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the Finance Authority shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the

Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the Finance Authority, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform

these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the Finance Authority harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority, shall defend the Finance Authority in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the

Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the Finance Authority.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the Finance Authority shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the Finance Authority the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, New Mexico 87901

If to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the Finance Authority for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the Finance Authority. The execution of any such consent by an Authorized Officer of the Finance Authority shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the Finance Authority, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The Finance Authority and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 Finance Authority and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Borrower/Grantee is required, or the Borrower/Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Borrower/Grantee by an Authorized Officer of the Finance Authority or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on May 14, 2021 and by the Finance Authority's Board of Directors on May 27, 2021, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

VIRTUE & NAJJAR, PC
As Loan/Grant Counsel

By: _____
Richard L. C. Virtue

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Daniel C. Opperman, Chief Legal Officer
New Mexico Finance Authority Legal and Compliance Department

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By: _____
Angela A. Torres, City Clerk

EXHIBIT "A"

TERM SHEET

**\$750,000 WATER PROJECT FUND LOAN/GRANT TO THE
CITY OF TRUTH OR CONSEQUENCES SIERRA COUNTY, NEW MEXICO**

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of planning, designing, environmental permitting, right-of-way appraisals and land acquisition for the reconstruction of Cantrell Dam, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the Finance Authority as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	\$450,000
Loan Amount:	\$300,000
Pledged Revenues:	“Pledged Revenues” means the Net System Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fees pursuant to the Resolution and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	USDA 0985-CTC-03; NMFA DW-04452; PPRF-2737; PPRF-2613; NMFA DW-4794; PPRF-4967; CWSRF-098; USDA rural develop.
Outstanding Parity Obligations:	NMFA WPF-0229; NMFA WPF-0292; NMFA CIF-3171; NMFA CIF-3364; NMFA CIF-4927; NMFA WPF-5089
Authorizing Legislation:	Borrower/Grantee Resolution No. 39 21/22, adopted December 15, 2021
Additional Funding Amount:	\$75,000
Closing Date:	January 21, 2022
Project Account Amount:	\$750,000

Expense Account Deposit: \$0

Administrative Fee: 0.25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to Finance Authority of (i) a copy of the agenda of the meeting of the Governing Body at which the Resolution was adopted and at which this Agreement, the Resolution and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: Approval of plans and specifications by NMED-Construction Programs Bureau prior to submission by Borrower of a requisition for disbursement of construction funds and all Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2024 and ending June 1, 2043. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

EXHIBIT "C"

**FORM OF REQUISITION
(Water Project Fund)**

RE: \$750,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, Sierra County, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5442 Closing Date: January 21, 2022

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount \$ _____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount \$ _____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount \$ _____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: \$ _____
Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: \$ _____

TOTAL REQUIRED MATCH: \$ _____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, water rights, easements or rights of way; (7) eligible legal costs and eligible fiscal agent fees associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____

AUTHORIZED OFFICER

(As Provided in the Loan/Grant Agreement)

Print Name: _____

Print Title: _____

EXHIBIT "D"

**WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY**

Fund Recipient: City of Truth or Consequences	Project Number: 5442
Contact Name: Title: City Manager	Project Name: Cantrell Dam design/rehabilitation
Email Address:	Project Type: Flood Prevention
Reporting Period: From _____ To _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
WPF Funding Expiration: _____ Total WPF Award: \$ <u>750,000</u> Current Balance: \$ _____ Loan <u>40</u> % Grant <u>60</u> % Match \$ <u>75,000</u> Expected WPF Award Expenditure Next Quarter: \$ _____ Local Match Expenditure: To Date \$ _____ Next Quarter \$ _____	
Project Phase: <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT COMPLETION: Original Date _____ Current Date _____ _____% Complete Days Remaining to Complete _____ On Schedule? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Briefly Describe Project Progress During This Reporting Period: 	
Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved: 	
Goals/Milestones, With Timeline or Dates, For The Next Reporting Period: 	
Authorized Officer	PRINT NAME: _____ PRINT TITLE: _____
SIGNATURE:	Date:

****All fields must be completed.***

EXHIBIT "E"
FORM OF CERTIFICATE OF COMPLETION

RE: \$750,000 Loan/Grant Agreement by and between the Finance Authority, as Lender/Grantor, and the City of Truth or Consequences, Sierra County, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-5442

Closing Date: January 21, 2022

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20__.

2. The total cost of the Project was \$ _____.

3. Cost of the Project paid from the Loan/Grant Amount was \$ _____.

4. Cost of the Project paid from the Additional Funding Amount was \$ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is \$ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 01 21/22 adopted by the Borrower/Grantee on July 14, 2021
2. Resolution No. 39 21/22 adopted on December 15, 2021, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate (to be executed prior to construction funding)
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

Thereupon, there were officially filed with the City Clerk copies of a proposed Resolution and Water Project Fund Loan/Grant Agreement in final form, the proposed Resolution being as hereinafter set forth:

[Remainder of page intentionally left blank.]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 39 21/22

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE CITY OF TRUTH OR CONSEQUENCES (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), INCLUDING A LOAN IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS TO PLAN, DESIGN ENVIRONMENTAL PERMITTING, RIGHT-OF-WAY APPRAISALS AND LAND ACQUISITION FOR THE RECONSTRUCTION OF CANTRELL DAM, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER, SANITARY SEWER, AND ELECTRIC UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Resolution unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended, and is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the Finance Authority and approved by the Water Trust Board pursuant to the Board Rules and the Policies and the Act; and

WHEREAS, pursuant to the Board Rules the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, 2021 N.M. Laws Ch. 48, being Senate Bill 137 of the 2021 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the Finance Authority approved on May 27, 2021 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Resolution and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the Finance Authority, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Resolution, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project or to provide matching funds needed to complete the Project. The Additional Funding Amount is seventy-five thousand dollars (\$75,000)

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, City Manager, and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Truth or Consequences, Sierra County, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the Finance Authority.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Fiscal Agent Fees” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Items” means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs and Eligible Fiscal Agent Fees.

“Eligible Legal Costs” has the meaning given to that term in the Loan/Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the duly organized City Commission of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than four hundred fifty thousand dollars (\$450,000).

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of three hundred thousand dollars (\$300,000).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than seven hundred fifty thousand dollars (\$750,000).

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the Finance Authority as authorized by this Resolution.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” has the meaning given to that term in the Loan/Grant Agreement.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Project” means the project(s) described on the Term Sheet.

“Project Account” means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualifying Water Project” means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“State” means the State of New Mexico.

“System” means the joint water, sanitary sewer and electric utility system operated pursuant to Truth or Consequences Code of Ordinances Chapter 14 of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part, and as further defined in the Agreement.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Finance Authority shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least the majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and

completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of four hundred fifty thousand dollars (\$450,000) and borrowing the Loan Amount of three hundred thousand dollars (\$300,000) to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of four hundred fifty thousand dollars (\$450,000) and the Loan shall be in the amount of three hundred thousand dollars (\$300,000). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the Finance Authority. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Finance Authority shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, the priority of which is consistent with that shown on the Term Sheet.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Resolution for Publication]

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF RESOLUTION

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 39 21/22, duly adopted and approved by the City Commission of City of Truth or Consequences on December 15, 2021. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
RESOLUTION NO. 39 21/22

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY”) AND THE CITY OF TRUTH OR CONSEQUENCES (THE “BORROWER/GRANTEE”), IN THE TOTAL AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000), INCLUDING A LOAN IN THE AMOUNT OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS TO PLAN, DESIGN ENVIRONMENTAL PERMITTING, RIGHT-OF-WAY APPRAISALS AND LAND ACQUISITION FOR THE RECONSTRUCTION OF CANTRELL DAM, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE WATER, SANITARY SEWER, AND ELECTRIC UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF DECEMBER, 2021.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

Angela A. Torres, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member _____.

The motion to adopt the Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor declared the motion carried and the Resolution adopted, whereupon the Mayor and City Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF TRUTH OR CONSEQUENCES,
SIERRA COUNTY, NEW MEXICO

By _____
Sandra Whitehead, Mayor

[SEAL]

ATTEST:

By _____
Angela A. Torres, City Clerk

[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF SIERRA)

I, Angela A. Torres, the duly qualified and acting City Clerk of the City of Truth or Consequences, (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Borrower/Grantee (the "Governing Body"), had and taken at a duly called regular meeting held at Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on the 15th day of December at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 39 21/22 and the execution and delivery of the proposed Loan/Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of the meeting was given in compliance with the permitted methods of giving notice of meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including the Borrower/Grantee's open meetings Resolution No. 01 21/22, adopted and approved on July 14, 2021 in effect on the date of the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of January, 2022.

CITY OF TRUTH OR CONSEQUENCES
SIERRA COUNTY, NEW MEXICO

By _____
Angela A. Torres, City Clerk

[SEAL]

EXHIBIT "A"

Notice of Meeting, Meeting Agenda, Minutes and
Affidavit of Publication of Notice of Adoption of Resolution

\$750,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
No. WPF-5442

RIGHT-OF-WAY CERTIFICATE

The undersigned on behalf of the City of Truth or Consequences (the “Borrower/Grantee”), a municipality in the County of Sierra and the State of New Mexico, hereby certifies except as noted in item 4 below:

1. That the Borrower/Grantee is the owner in fee simple of the lands needed for the construction, operation, design and maintenance of the facilities to be designed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority and the New Mexico Water Trust Board (the “Project”), or that the Borrower/Grantee has acquired and presently holds continuous and adequate rights-of-way on lands owned by others that are needed for the Project, whether public or private, and such omissions, defects, or restrictions as may exist will in no substantial way or manner endanger the value or the operation of the Project.
2. That the Borrower/Grantee has acquired all necessary permits, franchises, and authorizations or other instruments by whatsoever name designated, from public utilities and public bodies, commissions, or agencies authorizing the construction, operation, and maintenance of the facilities upon, along or across streets, roads, highways, and utility corridors.
3. That the attached map or plat shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee has acquired and now holds by purchase or dedication, by right of use or adverse possession, or by legal conveyances such as right-of-way or easement deeds, permits, or other instruments or will obtain prior to submission by Borrower of a requisition for disbursement of any portion of the Loan/Grant Amount for construction.
4. Exceptions: The Borrower/Grantee has the power of eminent domain and is legally required pursuant to Section 2.1 (u) and Section 4.1(b) of the Loan/Grant Agreement to exercise such power for the purpose of acquiring proper title to, easements, right of way permits on the real property on which the Project will be constructed or located. The Borrower/Grantee has agreed to provide the documentation required by paragraphs 1, 2 and 3 of this Right of Way Certificate to the undersigned prior to submission of a requisition for funding of the Project, if such written assurance has not been provided prior to the Closing Date.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, Sierra County, New Mexico as of this 21st day of January, 2022.

Jamie F. Rubin
Attorney for Borrower/Grantee,
City of Truth or Consequences
P.O. Drawer 151,
Truth or Consequences, New Mexico 87901

FY 2021 Water Trust Board Application
T or C Cantrell Dam Design and Rehabilitation Project Location Map



\$750,000
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO
WATER PROJECT FUND LOAN/GRANT
No. WPF-5442

Closing Date: January 21, 2022

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meetings Act Resolution No. 01 21/22 adopted by the Borrower/Grantee on July 14, 2021
2. Resolution No. 39 21/22 adopted on December 15, 2021, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate of the Borrower/Grantee
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate (to be executed prior to construction funding)
7. Final Opinion of Counsel for the Borrower/Grantee
8. Approving Opinion of Virtue & Najjar, PC, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, Sierra County, New Mexico
New Mexico Finance Authority
Jamie F. Rubin, Attorney for Borrower/Grantee
Virtue & Najjar, PC

TRANSCRIPT OF PROCEEDINGS

**WATER PROJECT FUND
LOAN/GRANT AGREEMENT**

By and Between the

**NEW MEXICO FINANCE AUTHORITY,
as Lender/Grantor,**

and the

**CITY OF TRUTH OR CONSEQUENCES
Sierra County, New Mexico
as Borrower/Grantee.**

**Closing Date: January 21, 2022
Loan/Grant Amount: \$750,000
Project No. WPF-5442**

January 21, 2022

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: \$750,000 Loan/Grant to City of Truth or Consequences, Sierra County, New Mexico, WPF-5442

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the seven hundred fifty thousand dollars (\$750,000) loan/grant agreement dated January 21, 2022 (the "Loan/Grant Agreement") by and between the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee") and the New Mexico Finance Authority (the "Finance Authority"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to NMSA 1978, §§ 72-4A-1 through 72-4A-11 as amended, and the Borrower/Grantee's Resolution No. 39 21/22, adopted on December 15, 2021 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds to plan, design, environmental permitting, right-of-way appraisals and land acquisitions for the reconstruction of Cantrell Dam for the Borrower/Grantee (the "Project"), as described in the Loan/Grant Agreement.

We have examined the Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to questions of fact material to the opinions set forth herein, we have relied upon representations of the Borrower/Grantee contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made and legal opinions delivered by the Borrower/Grantee's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution is a valid and binding special limited obligation of the Borrower/Grantee enforceable in accordance with its terms and creates the pledge of the Net System Revenues of the Borrower/Grantee, as described in the Loan/Grant Agreement (the "Pledged Revenues") which it purports to create.

2. The Loan/Grant Agreement is a valid and binding special, limited obligation of the Borrower/Grantee, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan/Grant Agreement is payable solely from, and such payment is secured by a valid and binding subordinate lien on the distribution on the Pledged Revenues subordinate to the lien thereon of other outstanding obligations secured by the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a subordinate lien on the Pledged Revenues. The Finance Authority has no right to have taxes levied by the Borrower/Grantee for the payment of principal of or interest on the Loan/Grant Agreement and the Loan/Grant Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Borrower/Grantee.

4. The Loan/Grant Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

We express no opinion with respect to the provisions of the Loan/Grant Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys' fees.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

Very truly yours,

VIRTUE & NAJJAR, PC



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.4

SUBJECT: Publication of Ordinance No. 723 authorizing the execution and delivery of loan No. PPRF-5652, between the City of Truth or Consequences and the New Mexico Finance Authority for the purpose of purchasing a new electrical transformer.

DEPARTMENT: City Manager

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

This proposed Ordinance is for the execution and delivery of a loan between the City of Truth or Consequences and the New Mexico Finance Authority for the purpose of purchasing a new electrical transformer.

Recommendation:

Publication of Ordinance No. 723.

Attachments:

- Proposed Ordinance No. 723

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: -

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. 723

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agenda 12-15-2021

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

The City Commission (the "Governing Body") of the City of Truth or Consequences, New Mexico, met in regular session in full conformity with the law and the rules and regulations of the Governing Body at the City Commission Chambers at 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, being the meeting place of the Governing Body for the regular meeting held on January 12, 2022, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the City Clerk a copy of a proposed Ordinance in final form.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 723

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), IN THE PRINCIPAL AMOUNT OF UP TO \$1,320,907 FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING A NEW ELECTRICAL TRANSFORMER FOR THE GOVERNMENTAL UNIT'S SUBSTATION, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY THE PRINCIPAL AMOUNT OF UP TO \$1,320,907, TOGETHER WITH INTEREST THEREON; AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, ELECTRIC AND SEWER UTILITY OF THE GOVERNMENTAL UNIT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing municipality under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose to secure the payment of any obligation, which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues, and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Ordinance to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, Mayor, Mayor Pro-Tem, Finance Director, City Manager and City Clerk, and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and specifically related to the Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the City Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means the City of Truth or Consequences, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption, and except as provided in Section 2.1(ee) of the Loan Agreement.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

"Loan Agreement Reserve Account" means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the Loan Agreement and administered by the Trustee pursuant to the Indenture.

"Loan Agreement Reserve Requirement" means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit “A” to the Loan Agreement, which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Net Revenues” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the various Governmental Unit departments directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Ordinance” means this Ordinance No. 723 adopted by the Governing Body on January 12, 2022, approving the Loan Agreement, as amended from time to time.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the Net Revenues of the Governmental Unit pledged to payment of the Loan Agreement Payments pursuant to the Ordinance and described on the Term Sheet.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in the Term Sheet.

“Service Area” means the area served by the System, whether situated within or without the limits of the Governmental Unit.

“State” means the State of New Mexico.

“System” means the municipally owned public utilities designated as the Governmental Unit’s joint water, electric and sewer system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the joint water, electric and sewer system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the joint water, electric and sewer system, whether situated within or without the limits of the Governmental Unit.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means the BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the completion of the Project and the execution and delivery of the Loan Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The completion of the Project and the method of financing the Project through execution and delivery of the Loan Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of completing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the

public health, safety and welfare of the residents of and the public served by the Governmental Unit.

F. The Governmental Unit will complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in Exhibit "A" to the Loan Agreement, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and completing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of up to \$1,320,907, plus interest thereon, and the execution and delivery of the Loan Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the completion of the Project; (ii) fund the Loan Agreement Reserve Account; and (iii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of up to \$1,320,907, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2022, at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement, as presented at the meeting of the Governing Body at which this Ordinance was adopted, are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement, with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the Loan Agreement

and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, and the Loan Agreement Reserve Account to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; and (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, Loan Agreement Reserve Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of completing the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will complete the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that completion of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the Governmental Unit to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay principal, interest, premium, if any, and other amounts due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amounts in the Finance Authority Debt Service Account and Loan Agreement Reserve Account total a sum at least equal to the entire aggregate amount to become due as to principal and interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of bonds or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement, including but not limited to, the execution and delivery of closing documents

in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by Ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. This Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, and Ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, or Ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Truth or Consequences, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 723, duly adopted and approved by the Governing Body of the City of Truth or Consequences, New Mexico, on January 12, 2022. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 401 McAdoo Street, Truth or Consequences, New Mexico 87901.

The title of the Ordinance is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 723

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), IN THE PRINCIPAL AMOUNT OF UP TO \$1,320,907 FOR THE PURPOSE OF FINANCING THE COSTS OF PURCHASING A NEW ELECTRICAL TRANSFORMER FOR THE GOVERNMENTAL UNIT'S SUBSTATION, EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY THE PRINCIPAL AMOUNT OF UP TO \$1,320,907, TOGETHER WITH INTEREST THEREON; AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER, ELECTRIC AND SEWER UTILITY OF THE GOVERNMENTAL UNIT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF JANUARY, 2022.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

By _____
Sandra Whitehead, Mayor

ATTEST:

By _____
Angela Torres, City Clerk

Commissioner _____ then moved adoption of the foregoing Ordinance, duly seconded by Commissioner _____.

The motion to adopt said Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said motion, the Mayor declared said motion carried and said Ordinance adopted, whereupon the Mayor and the City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

MEXICO

CITY OF TRUTH OR CONSEQUENCES, NEW

By _____
Sandra Whitehead, Mayor

ATTEST:

By _____
Angela Torres, City Clerk

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EXHIBIT "A"

Meeting Agenda
of the January 12, 2022
City Commission Meeting

(See attached)

STATE OF NEW MEXICO)
COUNTY OF SIERRA) ss.
CITY OF TRUTH OR CONSEQUENCES)

I, Angela Torres, the duly acting and qualified City Clerk of the City of Truth or Consequences, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the City Commission of the Governmental Unit (the "Governing Body"), constituting the governing body of the Governmental Unit, had and taken at a duly called regular meeting held at the City Commission Chambers, at 405 W. 3rd Street, Truth or Consequences, New Mexico 87901, on January 12, 2022, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 18th day of February, 2022.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

(SEAL)

By _____
Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.5

SUBJECT: Publication of Ordinance No. 724 authorizing the execution and delivery of a promissory note and commercial security agreement by and between the City of Truth or Consequences, New Mexico and the Bank of the Southwest.

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez/Chris Muirhead -Modrall Sperling

Summary/Background:

MSD Water Improvement project is ready to move to construction. Commission approved and authorized staff to accept and proceed with Interim Loan Financing thru Bank of the Southwest on 11-17-221. Promissory note and security agreement is part of the Loan process.

Recommendation:

Approve Ordinance 724 for publication

Attachments:

- Ordinance 724

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. 724

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. 724

AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO AND THE BANK OF THE SOUTHWEST, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY A PRINCIPAL AMOUNT OF \$5,542,045, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; APPROVING THE FORMS OF THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT AND OTHER DETAILS AND RELATED DOCUMENTS CONCERNING THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance unless the context requires otherwise.

WHEREAS, the City of Truth or Consequences, Sierra County, New Mexico, is a legally and regularly created, established, organized and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the City now owns, operates and maintains a public water utility and which the City hereby declares shall be continued to be operated as a public water utility; and

WHEREAS, the City has heretofore provided for the imposition of rates and charges against users of the Water System; and

WHEREAS, the City Commission has determined and hereby determines that the Project may be financed with amounts borrowed under the Promissory Note and Commercial Security Agreement and that it is in the best interest of the City and its residents that the Promissory Note and Commercial Security Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Promissory Note and Commercial Security Agreement; and

WHEREAS, it is in the best interest of the City that the Promissory Note and Commercial Security Agreement be issued with a lien on the Net Revenues of the Water System; and

WHEREAS, the City Commission has determined that it may lawfully pledge the Net Revenues for the payment of amounts due under the Promissory Note and Commercial Security Agreement; and

WHEREAS, the Promissory Note and Commercial Security Agreement shall be special, limited obligations of the City, payable solely from the Net Revenues and shall not constitute a general obligation of the City, or a debt or pledge of the faith and credit of the City or the State; and

WHEREAS, the City Commission intends by this Ordinance to authorize the execution and delivery of the Promissory Note and Commercial Security Agreement in the amount and for the purposes set forth herein; and

WHEREAS, there have been presented to the City Commission and there presently are on file with the City Clerk this Ordinance and the forms of the Promissory Note, Commercial Security Agreement and Related Documents, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Net Revenues to Bank of the Southwest (or its assigns) for the payment of amounts due under the Promissory Note and Commercial Security Agreement, (ii) the use of the proceeds of the Promissory Note and Commercial Security Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Promissory Note and Commercial Security Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES THAT:

Section 1. Definitions. As used in the Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the powers of the City under the authority given by the provisions of Sections 3-31-1 through 3-31-12 NMSA 1978, as amended and supplemented, and all enactments of the Commission relating to the Promissory Note and Commercial Security Agreement.

“Authorized Officers” means the Mayor, Manager, Finance Director and Clerk of the City.

“Bank of the Southwest” means the Bank of the Southwest, a New Mexico corporation, and its successors and assigns, which is the lender under the Promissory Note and Commercial Security Agreement.

“City” means the City of Truth or Consequences, New Mexico.

“City Commission” means the City Commission of the City, and any future successor City Commission of the City.

“Closing Date” means the date of execution, delivery and funding of the Promissory Note and Commercial Security Agreement.

“Commercial Security Agreement” means the Commercial Security Agreement, dated the Closing Date, between the City and Bank of the Southwest in the principal amount of \$5,542,045, and any amendments or supplements thereto.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to the entire Ordinance and not solely to the particular section or paragraph of the Ordinance in which such word is used.

“Loan” means the funds to be loaned to the City by Bank of the Southwest pursuant to the Promissory Note, Commercial Security Agreement and Related Documents.

“Net Revenues” means the Gross Revenues of the Water System less Operation and Maintenance Expenses, which net revenues are pledged to the payment of the Promissory Note and Commercial Security Agreement as provided herein.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining and repairing the Water System, and shall include without limiting the generality of the foregoing, insurance premiums, reasonable charges of depository banks, paying agents and bond registrars, contractual services, professional services required by this Ordinance, salaries and Water System administrative expenses, labor, cost of materials and supplies used for current operations, legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the Water System, any payments made to the City's general fund as payments in lieu of franchise taxes or fees or other City taxes or fees or other similar payments or transfers to other funds of the City, but shall not include any allowance for depreciation, liabilities incurred by the City as the result of negligence in the operation of the Water System, costs of improvements, extensions, enlargements or betterments, or any charges for the accumulation of reserves for capital replacements.

“Ordinance” means this Ordinance as adopted by the City Commission on January __, 2022, approving the Promissory Note and Commercial Security Agreement and pledging the Net Revenues to the payment of the Promissory Note and Commercial Security Agreement, as amended from time to time.

“Parity Obligations” means the Promissory Note and Commercial Security Agreement and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Net Revenues and issued with a lien on the Net Revenues on parity with the Promissory Note and Commercial Security Agreement, if any.

“Project” means acquiring, extending, enlarging, bettering, repairing or otherwise improving the City's Water System.

“Promissory Note” means the Promissory Note, dated the Closing Date, by and between the City and Bank of the Southwest in the principal amount of \$5,542,045.

“Related Documents” means, collectively, the (i) Corporate Resolution to Borrow/Grant Collateral, (ii) Errors and Omissions Agreement, (iii) Disbursement Request and Authorization, (iv) Assignment of Claims under Government Contract, and (v) Notice of Final Agreement.

“Revenues” or “Gross Revenues” from, or of, the Water System means all income and revenues (including but not limited to interest income from the investment of Water System revenues) derived by the City from the operation of the Water System, or any part thereof, whether resulting from improvements, extensions, enlargements, repairs or betterments to the Water System, or otherwise, and includes all revenues derived by the City or any municipal corporation succeeding to the rights of the City, from the Water System and from the sale and use of water service and facilities, or any combination thereof, to the residents of what is now the City (including all territorial annexations which may be made while the Promissory Note and Commercial Security Agreement or any part thereof are outstanding), or from the sale and use of water service and facilities, by means of the Water System owned and operated by the City as the same may at any time exist to serve customers outside the City limits as well as customers within the City limits.

“State” means the State of New Mexico.

“Water System” means the municipally owned public utility designated as the City's water utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Commission as part of the water utility system, whether situated within or without the limits of the City.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Commission and officers of the City directed toward the Project and the execution and delivery of the Promissory Note and Commercial Security Agreement be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Promissory Note and Commercial Security Agreement. The Project and the method of financing the Project through execution and delivery of the Promissory Note and Commercial Security Agreement are hereby authorized and ordered. The Project is for the benefit of the City.

Section 4. Findings. The City hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the City and its residents and the issuance, execution and delivery of the Promissory Note and Commercial Security Agreement are necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of the Project.

C. The Net Revenues may lawfully be pledged to secure the payment of amounts due under the Promissory Note and Commercial Security Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Promissory Note and Commercial Security Agreement.

E. The net effective interest rates on the Loans do not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Promissory Note and Commercial Security Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of a three-fourths majority of all of the members of the City Commission. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the City and completing the Project, it is hereby declared necessary that the City, pursuant to the Act, execute and deliver the Promissory Note and Commercial Security Agreement evidencing a special, limited obligation of the City to pay a principal amount of \$5,542,045, plus interest, and the execution and delivery of the Promissory Note and Commercial Security Agreement are hereby authorized. The City shall use the proceeds of the Loan to finance the Project.

B. Detail. The Promissory Note and Commercial Security Agreement shall be in substantially the forms presented at the meeting of the City Commission at which this Ordinance was adopted. The Loans shall be in an aggregate principal amount of \$5,542,045, shall be payable as provided in the Promissory Note and Commercial Security Agreement and shall bear interest at the rate of 5.00% per annum.

Section 6. Approval of Promissory Note and Commercial Security Agreement. The forms of the Promissory Note and Commercial Security Agreement as presented at the meeting of the City Commission at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Promissory Note and Commercial Security Agreement with such changes, insertions and omissions as are consistent with this Ordinance and as may be approved by such individual Authorized Officers. The execution of the Promissory Note and Commercial Security Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Promissory Note and Commercial Security Agreement shall be secured by the pledge of the Net Revenues and shall be payable solely from the Net Revenues. The Promissory Note and Commercial Security Agreement, together with interest thereon and other obligations of the City thereunder, shall be a special, limited obligation of the City, payable solely from the Net Revenues as provided in this Ordinance and the Promissory Note and Commercial Security Agreement shall not constitute a general obligation of the City or the State, and the holders of the Promissory Note and Commercial Security Agreement may not look to any general or other fund of the City for payment of the obligations thereunder. Nothing contained in this Ordinance or in the Promissory Note and Commercial Security Agreement, or any other instruments, shall be construed as obligating the City (except with respect to the application of the Net Revenues), as incurring a pecuniary liability or a charge upon the general credit of the City or

against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Promissory Note and Commercial Security Agreement, or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power. The Promissory Note and Commercial Security Agreement shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to payments required by the Promissory Note and Commercial Security Agreement, in its sole and absolute discretion.

Section 8. Lien on Net Revenues. Pursuant to this Ordinance and the Promissory Note and Commercial Security Agreement, the Net Revenues are hereby authorized to be pledged to, and are hereby pledged, and the City grants a security interest therein for, the payment of the principal, interest, and any other amounts due under the Promissory Note and Commercial Security Agreement subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Promissory Note and Commercial Security Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Net Revenues with the lien thereon of any Parity Obligations.

Section 9. Authorized Officers; Delegation. Authorized Officers are hereby individually authorized and directed to execute and deliver the Related Documents and any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Promissory Note and Commercial Security Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Promissory Note and Commercial Security Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Promissory Note and Commercial Security Agreement, including but not limited to, the execution and delivery of the Related Documents in connection with the execution and delivery of the Promissory Note and Commercial Security Agreement, and the publication of the summary of this Ordinance set out in Section 15 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 10. Amendment of Ordinance. Prior to the date of the initial delivery of the Promissory Note and Commercial Security Agreement to Bank of the Southwest, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the City Commission with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance.

Section 11. Ordinance Irrepealable. After the Promissory Note and Commercial Security Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Promissory Note and Commercial Security Agreement shall be fully paid, canceled and discharged, as provided therein.

Section 12. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 14. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and the Clerk of the City, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 15 below) shall be published in a newspaper which maintains an office and is of general circulation in the City, or posted in accordance with law, and such Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 15. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

City of Truth or Consequences, New Mexico
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____ duly adopted and approved by the City Commission of the City of Truth of Consequences, New Mexico, on January __, 2022. A complete copy of the Ordinance is available for public inspection during the normal and regular business hours of the City Clerk, 505 Sims, Truth or Consequences, New Mexico.

The title of the Ordinance is:

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
ORDINANCE NO. _____

AUTHORIZING THE EXECUTION AND DELIVERY OF A PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT BY AND BETWEEN THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO AND THE BANK OF THE SOUTHWEST, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE CITY TO PAY A PRINCIPAL AMOUNT OF \$5,542,045, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF ACQUIRING, EXTENDING, ENLARGING, BETTERING, REPAIRING OR OTHERWISE IMPROVING THE CITY'S WATER SYSTEM; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT SOLELY FROM NET REVENUES TO BE DERIVED FROM THE OPERATION OF THE CITY'S WATER SYSTEM; APPROVING THE FORMS OF THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT AND OTHER DETAILS AND RELATED DOCUMENTS CONCERNING THE PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT; REPEALING ALL ACTION INCONSISTENT WITH

THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS
IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE
PROMISSORY NOTE AND COMMERCIAL SECURITY AGREEMENT.

A summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

(Signature Page Follows)

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF JANUARY, 2022.

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO

ATTEST:

Mayor

City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: G.6

SUBJECT: Discussion/Action: Publication of Ordinance No. 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez/Chief Victor Rodriguez

Summary/Background:

Update Animal Control and Animal Shelter Ordinances so the meet the needs of current day operations at the Animal Shelter and for Animal Control Enforcement.

Recommendation:

Approve Ordinance No. 725 for Publication

Attachments:

- Amendments to the Code
- Ordinance No. 725

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021

ORDINANCE NO. 725

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING CHAPTER 3 PERTAINING TO ANIMALS:

Chapter 3. ANIMALS shall be amended in its entirety to read as follows:

Chapter 3 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 3-1. - Short title of chapter.

This chapter shall be known and may be cited as the Truth or Consequences Animal Control Ordinance. It is the intent of the City Commission that enactment of this chapter will protect animals from neglect and abuse, protect residents from annoyance and injury, assist in providing housing for animals in a control center, and finance the functions of the licensing and recovery of such animals.

(Code 1962, § 6-2-1; Ord. No. 384, § 6-2-1, 7-22-91)

Sec. 3-2. - Administration of chapter.

The City Manager is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Commission to carry out the intent and purpose of this chapter, pursuant to standards created by this chapter. Powers to enforce the chapter are delegated to the Truth or Consequences Police Department and the Animal Control Officer.

(Code 1962, § 6-2-3; Ord. No. 436, § 1, 5-13-96; Ord. No. 532, § 1, 10-14-03)

Sec. 3-3. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment of animals means ~~to leave the animal behind hours without proper care and protection to give up said animal to fend for itself, regardless of age or condition.~~ **to leave any animal unattended and with no provision of food, water or shelter for more than twenty-four (24) hours on one's premises or to dump or leave off any animal on property other than one's own without permission, regardless of age or condition.**

Adoption means to take by choice and assume responsibility for proper care in accordance with this Ordinance.

Adequate food means access to and the provision of food that is appropriate to the species and of sufficient quantity and nutritive value to maintain each animal in good health, to include:

1. Easily accessible to each animal
2. Prepared so as to permit ease of consumption for the age, species, condition, size and type of each animal
3. Provided in a clean and sanitary manner
4. Placed so as to minimize contamination by excrement and pests

Adequate living area means adequate space, shade, and shelter ~~for exercise~~ suitable to the age, size, species and breed of animal.

Adequate Shade means provision of and access to either man made or natural shade suitable for species, age, condition, size and type of each animal.

Adequate Shelter means provision of and access to shelter that is suitable for species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry.

Adequate space to prevent overcrowding means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down.

Adequate water means constant access to a supply of unfrozen, potable water, provided in a sanitary manner suitable for species, in sufficient amounts to maintain good health.

Animal means any vertebrate ~~members of the animal kingdom, excluding man.~~ member of the animal kingdom, excluding the human species, including but not limited to wild animals, domesticated animals, and livestock.

Animal Control Center or Center Shelter or Shelter means any pound, lot, premises, and/or building maintained by the City for the care and custody of animals. This shall include any private shelter contracted by the City for the purpose of maintaining care and custody of animals.

Animal Control Officer means any person designated by the City Manager as a peace officer, who is qualified to perform such duties under the laws of this state. **Police Chief to enforce animal control laws, orders, ordinances and regulations.**

Animal fighting paraphernalia means equipment that any reasonable person would ascertain is used for animal fighting purposes which includes, but is not limited to:

1. instruments designed to be attached to the leg of a bird, such as a boxing gloves, knife, gaff, or other sharp instrument,

2. items to train and condition animals to fight including, but not limited to, hides or other material used as hanging devices to strengthen and/or condition dogs, wooden sticks or handles used to pry open dog's jaws, performance enhancing drugs or substances, or food or water additives.

Auction means any place or facility where animals are regularly bought, sold or traded, except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Bait animal means any animal used to train and/or condition other animals to fight and are exposed to attack by other animals used or trained to be used in fighting or to make the attacking animal more confident and aggressive.

Bite means ~~an actual puncture or tear~~ any puncture, tear, scratch or wound of the skin inflicted by the teeth of an animal.

Breeder means any person involved in the controlled breeding of animals. Breeders are subject to City of Truth or Consequences Kennel Permit requirements.

Canine Hybrid means any offspring which results from the breeding of a domestic species or breed of canine with any wild species or breed of canine, such as wolf or coyote. Any animal which at any time has been or is advertised, or otherwise described or represented as a canine hybrid, wolf-dog, or wolf hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a canine hybrid for the purpose of this chapter. An animal shall not be classified to be a canine hybrid based strictly on its appearance.

Care means responsibility for or attention to health, well-being, and safety.

Collar means a ~~band, chain, harness or other suitable device worn around the neck of an animal,~~ strap made of leather or other strong material or a harness that is worn around the neck/torso of an animal to which a current rabies vaccination and city animal registration tag can be affixed.

Confined or Confinement means restriction of an animal at all times by an owner or keeper in an escape proof building or other enclosure away from other animals and the public.

Continually means a duration that continues over a long period of time but with intervals and interruptions.

Emergency measures means any action taken by animal control or its designated agents to preserve the health and life of an animal or human being, including but not limited to entering vehicles or premises, with probable cause and/or exigent circumstance, and impounding an animal to prevent present or imminent suffering to the animal, a human being, or another animal.

Enclosed lot means parcel of land or portion thereof in private ownership around the perimeter of which a wall or fence has been erected.

Enclosure means an area completely surrounded by a wall, fence, or animal pen of sufficient height and strength to contain the animal(s) within.

Establishment means a place of business together with its grounds and equipment.

Estray or Stray means any animal found running at large or unattended beyond the boundaries of the premises of the owner.

Feline Hybrid means any offspring which results from the breeding of a domestic species or breed of feline with any wild species or breed of feline, such as an African Serval cat. Any animal which at any time has been or is advertised, or otherwise described or represented as a feline hybrid by its owner to an Animal Control Officer, Veterinarian, Police Officer, or Official of the Department of Health shall be considered a feline hybrid for the purpose of this chapter. An animal shall not be classified to be a feline hybrid based strictly on its appearance.

Feral Animal means an individual animal of a domesticated species that is not behaviorally compatible with humans, and is therefore not suitable to serve as a pet, companion animal, or work animal. Any feral animal that by physical aspect and behavior are deemed to be un-owned and have been trapped for the purpose of improving public health and limiting reproduction.

Grooming parlor means any establishment, or part thereof, or premises maintained for the purpose of offering animals cosmetological services for profit.

Heat, Estrus or Season means a regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Immediate control means direct physical control over an animal by the owner/responsible party by use of:

1. A secure collar or harness and leash for a dog; or
2. A secure leash in conjunction with a properly fitting harness for a cat or ferret; or
3. A secure and appropriate portable animal crate or cage for any animal.

Household is means one or more persons occupying the premises and living as a single housekeeping unit as distinguished from a group occupying a boarding house, lodging house or hotel.

Kennel area means a secure space within which an animal is housed that is of sufficient height and strength to contain the animal within and provide sufficient room for the animal to comfortably move around within the structure.

Kennel, commercial means any premises on which a total of five or more dogs or cats, in any combination thereof, four months of age or older, are kept; and/or where the business of buying, selling, breeding, training or boarding of dogs and/or cats is conducted. This shall not include veterinary hospitals, humane societies, animal shelters or pounds approved by a governmental agency.

Licensed veterinarian means a person with a Doctor of Veterinary Medicine degree, licensed to practice in the State of New Mexico.

Livestock means horses, cattle, pigs, sheep, goats, fowl, or any other domestic animals typically used in the production of food, fiber, or other products or activities defined by the county manager as agricultural.

Owner/responsible party means ~~any person, partnership, or corporation, owning, keeping or harboring one or more animals, but not more than four in any combination of dogs and/or cats.~~ a person 18 years of age or older or the parent or guardian of a person under 18 years of age who owns, harbors, keeps an animal, has one in his/her care, or permits an animal to remain on or about the premises owned or controlled by him/her.

Pet means ~~any dog, cat, turtle, small caged birds, aquarium fish, iguanas, caged rodents and caged snakes, pygmy goats and potbellied pigs.~~ domesticated animal kept as a companion animal, and not intended to be used for farming or human consumption. Livestock shall not be considered a pet even if kept as a companion animal and not used for farming or human consumption.

Pet shop or dealer means any commercial establishment or person, including wholesalers engaged in the business of buying and selling or holding pet animals for sale. This term shall not include livestock auctions.

Potable water means water that can be consumed without concern for adverse health effects.

Premises means a parcel of land and/or the structure(s) thereon.

Public nuisance means where an animal owner fails to prevent its animal from urinating, defecating, disturbing the peace, emitting noxious odors or otherwise endangering or offending the well-being of the inhabitants of the City while:

- (1) Trespassing on school grounds, public or private property;
- (2) Being found running at large;
- (3) Damaging private or public property; or
- (4) Barking, whining, or howling in an excessive or continual fashion.

Public Way means an alley, avenue, boulevard, bridge, channel, ditch easement, express freeway, highway, land, parkway, right-of-way, road, sidewalk, street subway, tunnel, viaduct, walk or other ways in which the general public or a public entity have a right, or which are dedicated, whether improved or not.

Qualified service animal means:

- A. any qualified service dog or qualified service miniature horse that has been or is being trained to provide assistance to an individual with a disability;

B. An animal recognized as a service animal under either federal regulations implementing the Americans with Disabilities Act, or NMSA 1978, Chapter 28, Article 11, which is the New Mexico Service Animal Act, and as amended;

C. A qualified service animal does not include a pet, an emotional support animal, a comfort animal, or a therapy animal as defined in NMSA 1978, Section 28- 11- 2(B) (2013).

Quarantine means ~~to detain or isolate an animal~~ detention and isolation of an animal in order to observe the animal suspected of contagion.

Responsible person party for the animal means the owner of the animal, or an adult person placed in charge of the animal in the absence of incapacitation of the owner.

Restraint means any of the following:

1. To be under the immediate control of a capable and competent person on a leash or lead; or
2. To be secured by a trolley system confining the animal within the owner' s premises; or
3. To be secured within an escape -proof enclosure within the owner's premises.

Running at large or to run at large means ~~to be free of an animal that is free of~~ physical restraint beyond the boundaries of the premises of the owner/responsible party.

Shelter means any establishment owned and operated by a nonprofit organization or a licensed business licensed to do business in the State of New Mexico whose sole function is to bring aid and comfort to animals.

Tether means to restrain an animal by means of a runner cable or similar device attached to a running line, pulley or trolley system.

Tormenting of animals means the act of bothering, annoying, distracting or agitating an animal.

Un-weaned means of an infant or other young mammal not accustomed to food other than its mother's milk

Vaccination means the inoculation of an animal with a vaccine administered by a veterinarian for the purpose of immunizing the animal against rabies as required by the State of New Mexico Rabies Control Act of 1959. The amount given should be sufficient to provide immunity from rabies for a minimum of one year.

Veterinary hospital or clinic means any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries to animals.

Vicious animal means any animal which bites or in any other manner attacks or attempts to attack any person or animal within the City, except that any animal that bites, attacks, or attempts to

attack any person unlawfully upon its owner's or keeper's premises, or which is provoked to attack, shall not be deemed a vicious animal.

(Code 1962, § 6-2-2; Ord. No. 384, § 6-2-2, 7-22-91; Ord. No. 400, § 1, 10-26-92; Ord. No. 436, § 2, 5-13-96; Ord. No. 532, § 2, 10-14-03; Ord. No. 608, § 1, 8-30-11; Ord. No. 659(1), § 1, 1-13-15)

Cross reference— Definitions and rules of construction generally, § 1-2.

Sec. 3-4. - Service animals.

~~No qualified service animal as defined by the ADA (American Disability Act) shall be denied admittance to any building, facility, or accommodation open to the general public, including, but not limited to, restaurants, hotels, motels, hospitals, clinics, swimming pools, stores, common carriers, and theaters, provided that the qualified service animal is under the immediate control of a person that is disabled under the definitions of the ADA.~~

(1) a person with a disability who is using a qualified service animal, as defined by the American Disability Act (ADA), shall be admitted to any building open to the public and to all other public accommodations and shall be allowed access to all common carriers; provided that the qualified service animal is under the control of an owner, a trainer or a handler of the qualified service animal. A person shall not deny an individual with a qualified service animal entry to a building open to the public or to any public accommodation or deny access to a common carrier, regardless of any policy of denying pets entry to that building, public accommodation or common carrier. A person shall not be required to pay any additional charges for the qualified service animal, but may be liable for any damage done by the qualified service animal; provided that persons without disabilities would be liable for similar damage; and

(2) This section does not require a public accommodation or common carrier to permit an owner, trainer or handler using a qualified service animal to have access to a public accommodation or common carrier in circumstances in which the individual's use of the qualified service animal poses a direct threat of significant harm to the health or safety of others.

Credits L. 1989, Ch. 242, § 2; L. 1999, Ch. 262, § 2; L. 1999, Ch. 288, § 2; L. 2005, Ch. 224, § 3, eff. June 17, 2005; L. 2013, Ch. 57, § 3, eff. June 14, 2013.

§ 28-11-3. Admittance of qualified assistance animals, State of New Mexico

(Code 1962, § 6-2-23; Ord. No. 659(1), § 1, 1-13-15)

Editor's note— Section 1 of Ord. No. 659, adopted Jan. 13, 2015, changed the title of § 3-4 from "Dogs trained to assist the blind and hearing impaired allowed in public places" to read as herein set out.

Sec. 3-5. - Cruelty.

- (a) **Physical abuse.** It is unlawful for any person to willfully or maliciously kill, maim, disfigure, torture, beat with a stick, chain, club, or other object, mutilate, burn, or scald any animal; except that reasonable force may be employed to drive off vicious or trespassing animals. When a Law Enforcement Officer or an Animal Control Officer has probable cause to believe that an animal has been cruelly treated, the officer may impound the animal for its protection pending appropriate court proceedings.
- (b) **Work cruelty.** It is unlawful for any person to drive or work any animal cruelly.
- (c) **Animal in a Vehicle.** It shall be unlawful for any owner/responsible party to place or confine an animal in a motor vehicle without allowing cross-ventilation and under no circumstance shall a person confine any animal in any parked, closed vehicle on any public way or private street for any amount of time that would endanger, or create an adverse condition placing at risk the health or well-being of such animal due to temperature, lack of food or potable water or such other conditions as may be reasonably expected that may cause suffering, disability or death. Any animal control or law enforcement officer observing an animal kept in violation of this Section may take emergency measures, as defined by the definitions of this article and impound the animal. In addition to all other defenses and immunities provided by law, any such officer taking emergency measures for the purpose of this Section shall be immune from suit or liability, criminal or civil, caused by or arising from the emergency measures taken.
- (d) **Care and maintenance.** It is unlawful for any person to fail, refuse, or neglect to provide any animal in his charge or custody, as owner or otherwise, with:
 - (1) **Adequate Food.** ~~Animals shall be provided with uncontaminated, edible, nutritious food which is of adequate quantity as to maintain the normal weight and condition of a healthy animal. All food containers shall be kept clean.~~
 - (2) **Adequate Water.** ~~Animals shall be provided with constant access to a supply of potable water with sufficient amount as to maintain good health as required by the species.~~
 - (3) **Adequate Shelter.** ~~Any animal habitually kept outside shall be provided with a structurally sound, weatherproof enclosure, large enough to accommodate the animal.~~
 - (4) ~~Veterinary care.~~ ~~No person shall keep an animal which is seriously sick or injured without providing proper veterinary care to the animal.~~
 - (4) **Adequate Shade.** ~~Any owner of an animal shall provide the animal with access to shade not to be inclusive of shelter or to carry any animal in or upon any vehicle in a cruel or inhumane manner.~~
 - (5) **Adequate space to prevent overcrowding means having sufficient space to allow animals restrained together to be able to move freely, turn around and lie down without having to come into contact with another animal and/or the sides of the enclosure.**
- (e) No animal shall be left unattended for more than 24 hours.
- (f) No owner or responsible party shall fail to provide necessary grooming of the coat in order to prevent matting, skin irritation, distress or pain, trapping of fecal matter, and loss of the ability

to protect the animal from adverse weather conditions. An animal shall not be so dirty that it becomes matted as to provide a home for parasites and insects. No animal shall be allowed to have a foreign object embedded in its hide, fur or skin other than a microchip or a medical device implanted by a licensed veterinarian.

- (g) **Veterinary care.** It is unlawful for a person to have, keep or harbor an animal which is seriously sick or injured, including suffering from starvation, or severe thirst without providing proper veterinary care. An animal shall be afforded immediate veterinary care if it is known or suspected to be ill or injured. No person shall perform procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animals well-being. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.
- (h) **Abandonment.** It shall be unlawful for any person being the owner/responsible party of a dog, cat, or other domesticated animal or pet to abandon such animal. Abandonment includes dumping of an animal from a moving or stationary motor vehicle. This section shall not apply to voluntary relinquishments to an animal rescue organization, animal control center, animal control officer, licensed veterinarian, or another person.
- (i) **Poisoning.** It is unlawful for any person by any means to ~~make accessible to any animal, with the intent to cause harm or death, any harmful or poisonous substance.~~ Intentionally or knowingly poison or attempts to poison any domestic animal. For purposes of this section, "poison" or "attempt to poison" includes the act of placing food, water, or lure of another sort which contains poison or contains health threatening foreign objects, such as glass or metal, in a location where any animal may be attracted.
- (e) **Uncared-for animals.** ~~Whenever the animal control officer, Code Enforcement Officer, or designated representative finds that any animal is or will be without proper care because of injury, illness, incarceration, or other voluntary absence of the owner or person responsible for the care of such animal, the Animal Control Officer shall make arrangements for the care of the animal.~~
- (j) **Uncared-for animals.** Whenever the animal control officer, Code Enforcement Officer, or designated representative finds that any animal is or will be without proper care because of injury, illness, incarceration, or other involuntary absence of the owner or ~~person~~ responsible party for the care of such animal, the Animal Control Officer shall make arrangements for the care of the animal.
- (f) **Injury by motorists.** ~~Every operator of a motor or other self propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any animal, give such aid as is reasonably able to be rendered. In the absence of the owner, he shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify himself to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the Animal Control Center and notifying the Police. Such animal shall be deemed an uncared-for animal within the~~

~~meaning of subsection (e) of this section. Emergency vehicles are excluded from this provision.~~

- (k) ***Injury by motorists.*** Every operator of a motor or other self-propelled vehicle upon the streets and ways of the City shall immediately, upon injuring, striking, maiming, or running down any animal, give such aid as is reasonably able to be rendered. In the absence of the owner, he/she shall immediately notify the Police, furnishing sufficient facts relative to such injury. It is the duty of such operator to remain at or near the scene until such time as the appropriate authorities arrive and, upon the arrival of such person, such operator shall immediately identify himself **themselves** to the appropriate authorities. Alternatively, in the absence of the owner, a person may give aid by taking the animal to a veterinary hospital or the Animal Control Center **Shelter** and notifying the Police. Such animal shall be deemed an uncared-for animal within the meaning of subsection ~~(e)~~ (j) of this section. Emergency vehicles are excluded from this provision.
- ~~(g) ***Hobbling livestock.*** It is unlawful for any person to hobble livestock or other animals by any means which may cause injury or damage to any animal.~~
- (l) ***Hobbling livestock.*** It is unlawful for any person to hobble livestock or other animals by any means which may cause injury or damage to any animal.
- ~~(h) ***Keeping of diseased animals.*** It is unlawful for any person to have, keep, or harbor any animal which is infected with any dangerous disease. The Animal Control Officer may impound such diseased animal in accordance with the provisions of this article. All such animals impounded may be destroyed humanely as soon as is conveniently possible. In the case of destruction of such animal, the Code Enforcement Officer or Animal Control Officer shall not be required to give any of the notices provided in this article. This section shall not be construed to include veterinary hospitals or animals under active veterinary care.~~
- (m) ***Keeping of diseased animals.*** It is unlawful for any person to have, keep, or harbor any animal which is infected with any dangerous disease. The Animal Control Officer may impound such diseased animal in accordance with the provisions of this article. All such animals impounded may be destroyed humanely as soon as is conveniently possible. In the case of destruction of such animal, the ~~Code Enforcement Officer or~~ Animal Control Officer **for designee** shall not be required to give any of the notices provided in this article. This section shall not be construed to include veterinary hospitals or animals under active veterinary care.
- ~~(i) ***Fights.*** It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, contest, or fight in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal.~~
- (n) ***Fights.*** It is unlawful for any person to promote, stage, hold, manage, conduct, carry on, or attend any game, exhibition, contest, ~~or~~ fight, **or combat between one (1) or more animals or between animals and humans** in which one or more animals are engaged for the purpose of injuring, killing, maiming, or destroying themselves or any other animal. **This includes any animal used as a “Bait Animal” as defined in the definitions of this ordinance.**

- (j) ~~*Abandonment.* It shall be unlawful for any person to abandon any animal or to cause such abandonment.~~
- (k) ~~*Fowl; impounding; crating.* It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.~~
- (o) *Fowl; impounding; crating.* It is unlawful for any person to confine any wild or domestic fowl or birds unless provisions are made by each person for the proper feeding and the furnishing of water to such fowl or birds at intervals not longer than 12 hours. No person shall impound any wild or domestic fowl or birds in a crate, box or other enclosure, which does not permit each fowl or bird impounded therein to stand in a naturally erect position.
- (l) ~~*Tormenting.* It shall be unlawful for any person to willfully torment any and all animals by any means, such as throwing rocks, yelling or giving chase in any manner. No person shall purposely cause a dog to bark unnecessarily or annoy such animal to the point the animal will attempt to attack a person or other animal.~~
- (p) *Tormenting.* It shall be unlawful for any person to willfully torment any and all animals by any means, such as throwing rocks, yelling or giving chase in any manner. No person shall purposely cause a dog to bark unnecessarily or annoy such animal to the point the animal will attempt to attack a person or other animal.
- (m) ~~*Songbirds, killing and robbing of nest prohibited.* It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.~~
- (q) *Songbirds, killing and robbing of nest prohibited.* It is unlawful for any person to willfully kill any songbird, or to molest or rob the nest of such bird.

(Code 1962, § 6-2-24; Ord. No. 384, § 6-2-24, 7-22-91; Ord. No. 436, § 3, 5-13-96; Ord. No. 659(1), § 1, 1-13-15)

State Law reference— Cruelty to animals, NMSA 1978, § 30-18-1.

Sec. 3-6. - Sale.

- (a) *Use of public property.* No person shall display, sell, or offer for sale, barter, give away, or otherwise dispose of any animal upon any street, sidewalk, public park or private business, unless said private business is properly licensed **or such person is acting on behalf of the Truth or Consequences Animal Shelter during an adoption event.**
- (b) *Rabbits or fowl.* No person shall sell, offer for sale, barter, or give away any baby rabbits under four weeks of age. Nothing in this section shall be construed to prohibit the raising of rabbits and fowl by a private individual for his personal use and consumption, provided that he shall maintain proper brooders and other facilities for the care and containment of such animals while they are in his possession.

- (c) **Premiums and novelties.** No person shall offer as a premium prize, award, novelty, or incentive to purchase merchandise any live animal.
- (d) **Turtles.** No person shall offer for sale, sell, barter, or give away turtles, except in conformance with appropriate federal regulations.
- (e) **Sale of un-weaned animals.** A person shall not sell, offer for sale, transfer, or adopt a dog, cat, or ferret under eight weeks of age, or a guinea pig, hamster, or rabbit under four weeks of age. However, in no event shall an animal be sold, transferred or adopted until it is fully weaned and capable of eating on its own to sufficiently maintain proper body condition as determined by the breed and species of the animal. Nothing herein shall prohibit the transfer of animals between animal shelters and animal rescue organizations or prohibit the sale, transfer, or adoption of an un-weaned animal if accompanied by a nursing female.

(Code 1962, § 6-2-25; Ord. No. 436, § 4, 5-13-96; Ord. No. 532, § 3, 10-14-03)

Sec. 3-7. - Wild animals prohibited.

- (a) No person shall keep an animal of a species prohibited or protected by Title 50 of the Code of Federal Regulations or by the appropriate state regulations or statutes.
- (b) No person shall keep any animal which is wild, fierce, dangerous, noxious, or naturally inclined to do harm except where 1) adequate protective devices are provided to prevent such animals from escaping or injuring the public, and 2) a proper license is obtained in accordance with section 3-8. If such requirements are met, they may be kept in a zoological park, pet shop, veterinary hospital, animal shelter, public laboratory, circus, amusement show, educational facility, scientific facility, or in the control of a humane society.
- (c) **Wild animals prohibited.** "Wild animal" means any animal of a species that in its natural life is wild, dangerous, or ferocious and though it may be trained and domesticated will remain dangerous to others and may injure or kill a citizen in the City. Those animals, however domesticated, shall include but are not limited to:
 - (1) Dog family (canidae). All except domesticated dogs, including wolf, fox, coyote, dingo, etc.
 - (2) Cat family (felidae). All except the commonly accepted domesticated cats, including lions, pumas, panthers, mountain lions, wild cats, etc.
 - (3) Bears (ursidae). All bears, including grizzly bears, brown bears, black bears, etc.
 - (4) Weasels (mustelidae). All, including weasels, martins, mink, wolverine, ferrets, badgers, otters, ermine, mongoose, etc.
 - (5) Porcupine (erethizontidae).
 - (6) Venomous snakes.

(7) Venomous lizards, alligators, and crocodiles.

(Code 1962, § 6-2-26; Ord. No. 384, § 6-2-26, 7-22-91; Ord. No. 436, § 5, 5-13-96)

State Law reference— Sale, purchase, trade and possession of certain animals regulated, NMSA 1978, § 77-18-1.

Sec. 3-8. - Licensing wild animals.

- (a) Any person owning a wild animal covered by this section at the time of enactment of this Chapter may license such animal in accordance with law. A fee of ~~\$20.00~~ **set by resolution** shall be charged for such licensing through the City.
- (b) For the purpose of humanely trapping wild animals such as skunks and domesticated dogs or cats which may be a menace to the public, the Animal Control Officer may maintain such traps as are constructed for the purpose of trapping a live animal without serious risk of injury to the trapped animal and which may be placed on private property at the request of the owner thereof. Traps shall be baited only inside the trap and shall be checked not less than twice a day by the Animal Control Officer or the property owner requesting the placement of such traps. All such trapping shall be in conformity with state law.

(Ord. No. 384, § 6-2-27, 7-22-91; Ord. No. 436, § 6, 5-13-96)

Sec. 3-8.1. - Harboring of pets.

- (a) It shall be unlawful for any owner **or responsible party** to possess or harbor more than four dogs or cats, in any combination thereof, four months of age or older on their premises, where the business of buying, selling, breeding, training or boarding of pets is not carried on. Animals that are the property of visitors who stay in a household longer than 90 days in a calendar year shall be included in the calculation of total animals for that household.
- (b) It shall not be a violation of this section if the said person obtains a kennel permit from the City Clerk which permits the person to engage in the aforesaid activity. All applications for kennel permits must meet the following conditions:
 - (1) Kennel permits may only be issued after the applicant is granted a special use permit pursuant to the procedure detailed in section 11-5-6 of the City's Planning and Zoning Code. The fees for kennel permits are described below.
 - (2) An initial non-refundable fee of ~~\$100.00~~ **set by resolution** for kennel permits must accompany an application to defray the cost of processing the request.
 - (3) All kennel permits must be renewed annually and **an annual fee of \$25.00 set by resolution** shall be assessed.
 - (4) Any application may be denied or revoked if the owner or responsible person shows a history of non-compliance with the city codes concerning animal control as evidenced by a conviction of any such ordinance during the past year.

(5) If a kennel permit is obtained the maximum number of animals that can be maintained on the property shall not exceed seven (7) animals. Licensees who currently have a kennel permit and the number of animals exceed seven (7) animals will be allowed to keep those animals, but no additional animals may be added.

(c) A kennel permit may be revoked if, in the judgment of the Animal Control Officer, it is determined that the holder of the permit allows any one or more of the following conditions to exist:

(1) The realty or the pens are not maintained in a clean and sanitary condition to such an extent that either of them constitute a health hazard or produce noxious odors.

(2) The housing structures are considered to be unsafe.

(3) The permit holder is in violation of any of the city animal control ordinances.

(Ord. No. 395, § 1, 10-26-92; Ord. No. 436, § 7, 5-13-96; Ord. No. 532, § 4, 10-14-03; Ord. No. 609, § 1, 8-30-11; Ord. No. 659(1), § 1, 1-13-15)

Sec. 3-8.2. - ~~Spaying and neutering of dogs and cats.~~ Sterilization Agreement/deposit for Spaying and neutering of dogs and cats.

~~(a) It shall be the responsibility of the person obtaining an adult dog or cat from the Animal Control Center to have the dog or cat spayed or neutered prior to receiving the animal.~~

~~(b) If the animal obtained is a puppy or kitten, the owner can wait until the animal reaches the age of six months before getting it spayed or neutered.~~

(a) It is the intent of the City for all dogs and cats over the age of 6 months to be spayed/neutered. Therefore no animal cat or dog shall be released from the animal shelter to an adopting person unless it has been spayed/neutered or a sterilization agreement has been signed and a sterilization deposit set by resolution has been paid.

(b) The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized within 30 days of the date of adoption for cats/dogs over the age of six months or by 6 months of age for kittens and puppies.

(c) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the sterilization deposit and impoundment/boarding fees imposed by the shelter and set by resolution, and the owner shall sign an agreement stating he/she will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit may be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized within 30 days of release.

(NM Stat § 77-1-20 (2019)) History: Laws 1993, ch. 43, § 3

(Ord. No. 393, § 1, 8-24-92; Ord. No. 532, § 5, 10-14-03; Ord. No. 610, § 1, 8-30-11)

Sec. 3-8.3. - Female dogs or cats in heat to be confined. Female dogs or cats in Estrus (heat) to be confined.

~~Owners shall confine their female dogs and cats in heat so that other dogs or cats are not attracted to the animal in heat and can only come in contact with dogs or cats intended to be bred with the animal in heat.~~

It shall be unlawful for any owner/responsible party to fail to securely confine any un-spayed animal in the state of estrus (heat), in a house, building or proper enclosure, in such a manner that such animal cannot come in contact with another animal except for planned breeding, and such that the animal does not create a nuisance by attracting other animals. When outside on the property of the owner, for metabolic waste elimination, the animal must be physically restrained with a hand-held leash. Owners/responsible party who do not comply may be ordered to remove the animals in estrus (heat) to a boarding kennel, veterinary hospital or animal shelter. All expenses incurred as a result of the confinement shall be paid by the owner/responsible party of the animal. Failure to comply with the removal order shall be a violation of this Section and the animal shall then be impounded as prescribed in this Title.

(Ord. No. 436, § 8, 5-13-96)

Sec. 3-9. – Enforcement and Interference with Enforcement.

- (a) The civil and criminal provisions of this chapter shall be enforced by those persons or agencies designated by the City Manager.
- (b) It shall be a violation of this chapter for any person to interfere, hinder or molest any Animal Control Officer or Police Officer in the performance of their duties.

(Ord. No. 384, § 6-2-28, 7-22-91; Ord. No. 436, § 9, 5-13-96; Ord. No. 532, § 6, 10-14-03; Ord. No. 611, § 1, 8-30-11)

Sec. 3-10. - Reserved.

Editor's note— Section 1 of Ord. No. 612, adopted Aug. 30, 2011, repealed § 3-10, which pertained to fines and fees and derived from Ord. No. 384, § 6, adopted July 22, 1991; Ord. No. 436, § 10, adopted May 13, 1996; and Ord. No. 532, § 7, adopted Oct. 14, 2003.

Sec. 3-11. - Penalty for violation of chapter.

Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished in accordance with section 1-10, with each conviction carrying a mandatory minimum fine of \$100.00.

(Code 1962, § 6-2-30; Ord. No. 384, § 6-2-30, 7-22-91; Ord. No. 394, § 1, 8-24-92; Ord. No. 436, § 11, 5-13-96; Ord. No. 532, § 8, 10-14-03; Ord. No. 613, § 1, 8-30-11)

Sec. 3-12 Deceased Animal Disposal Requirements.

A. Owner responsibility – The owner / responsible party having care, custody or control of an animal carcass shall be responsible for its removal within twenty-four (24) hours of death if the animal is not to be used for human consumption.

1) An animal carcass may be disposed of in one of the following ways:

a. Burial of the animal carcass on the owners land under the following conditions:

- The bottom of the burial pit must be at least 3 ft. above the water table.
- If possible, choose a site where the soil is heavier and less permeable.
- Flat areas are best. Avoid areas sloping toward water or arroyos.
- Ensure the pit is sized to allow soil to cover mortalities to a depth of at least 3 ft.

b. Cremation by a licensed facility where the remains can be sealed in an acceptable urn for return to the animal owner or disposed of by the facility.

- The cremation of the carcass will be at the expense of the animal owner.

B. Removal - The Animal Control Officer may remove any animal carcass from the roadway or other public property. The Animal Control Officer and/or T or C Animal Shelter staff shall make reasonable efforts to notify the animal’s owner if known in the event of the animal’s death.

1) Animal Control Officer may dispose of the animal carcass at the T or C Animal Shelter as authorized after microchip scanning and making reasonable efforts to notify the animal’s owner. If an owner is located and request that the Animal Shelter dispose of the carcass, then the owner/responsible party will be responsible for the disposal fee.

2) Animal Control Officer shall turn over any tags or other identification found on an animal carcass to the T or C Animal Shelter.

C. Removal fee - The Animal Control Officer may, but is not obligated to, provide for the removal of an animal carcass from private property at the request of the animal owner or property owner for a fee.

1) The fee amount shall be established by resolution or

2) The fee amount shall be established by most current rate schedule as provided by the current licensed facility, contracted with the City of Truth or Consequences, for cremation services.

a. This fee schedule is based on the weight of the carcass.

Secs. ~~3-12~~ 3-13 - 3-25. - Reserved.

ARTICLE II. - CONTROL

DIVISION 1. - GENERALLY

Sec. 3-26. - Authority of Animal Control Officers.

~~The Truth or Consequences Police Department, and animal control officers shall have the authority to issue citations for violations of this chapter and to perform such other duties as are prescribed in this chapter. An Animal Control Officer shall wear a uniform and shall wear a badge identifying such officer as an animal control officer. The Animal Control Officer is hereby designated a Peace Officer, deputized in accordance with state statutes as they now exist or may hereafter be amended, and he shall not be required to be certified as a regular law enforcement officer.~~

- (a) ~~The office of animal control officer is hereby created. The chief of police will assign that duty as needed. The animal control officer shall be charged with all duties pertaining to the enforcement of ordinances regulating or controlling animals and fowl within the corporate limits of the city or in areas of other areas of jurisdiction as specified in agreements with other entities.~~
- (b) ~~An Animal Control Officer shall wear a uniform and shall wear a badge identifying such officer as an animal control officer.~~
- (c) ~~It shall be the duty of the animal control officer to take up and impound any animal or fowl authorized to be impounded by this Code or by other ordinances within the specified agreements with other entities.~~
- (d) ~~It shall be the duty of the animal control officer to investigate all reported violations of animal control ordinances and to attempt, when appropriate, to solve such problems through conferences and issuance of citations or complaints filed with the appropriate court.~~

(Code 1962, § 6-2-4; Ord. No. 436, § 12, 5-13-96; Ord. No. 532, § 9, 10-14-03)

State Law reference— Municipal authority to designate animal control officer, NMSA 1978, § 77-1-15.1B.

Sec. 3-27. - Establishment of Animal Control Center Shelter.

~~There is hereby established an Animal Control Center Shelter which shall be located in a location as shall be designated by the Commission at 1101 Cedar Street in Truth or Consequences, Sierra County.~~

(Code 1962, § 6-2-5)

Sec. 3-28. - Animal Control Center Shelter, hours of business.

The Animal Control Center Shelter of the City of Truth or Consequences shall be kept open to the general public for the transaction of business during the hours set by the City Manager.

(Code 1962, § 6-2-6; Ord. No. 436, § 13, 5-1-3-96)

Sec. 3-29. - Impoundment.

It is the duty of the Animal Control Officer to take up and impound in the Animal Control Center Shelter any stray or any animal kept or maintained contrary to this chapter, including any animal that is allegedly creating a public nuisance.

(Code 1962, § 6-2-7; Ord. No. 384, § 6-2-7, 7-22-91)

State Law reference— Municipal authority to impound and dispose of animals running at large, NMSA 1978, § 3-18-3A(3).

Sec. 3-30. - Impounding estrays; records; redemption fees; notice.

- (a) No person shall, without the knowledge or consent of the owner, hold or retain possession of any animal of which he is not the owner for more than 24 hours without first reporting the possession of such animal to the animal control officer, giving his/her name and address, a true and complete statement of the circumstances under which he took up the animal the animal was taken, and the precise location where such animal is confined.
- (b) It is unlawful for any person taking up an animal to fail to give the notice required in subsection (a) of this section and for any person having such animal in his/her possession to fail or refuse to immediately surrender such animal to the Animal Control Officer upon demand thereof.
- (c) If an stray animal is wearing a license or other identification, it shall be returned to the owner and a citation issued. If an stray animal is not wearing a license or other identification, the animal shall be confined for a 72-hour period at the Animal Control Center Shelter. The Animal Control Officer Shelter may dispose of stray animals impounded under this section according to their policies and procedures the day after the required impoundment period.
- (d) No dog or cat that has been impounded by the Animal Control Center Shelter will be sold for the purpose of breeding or resale.
- (e) **Reserved.** An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by the Municipal Court.
- (f) **Reserved.** Animals confined/impounded to the Animal Shelter may be released to the rightful owner or designee after all applicable fees set by resolution have been paid.

(g) ~~An animal which continues to be an alleged nuisance may be impounded by the Animal Control Officer until such time as a judgment is made by the Municipal Court.~~ **Reserved.**

(h) Fines for violations of this article shall be in accordance with the provisions of section 1-10.

(Code 1962, § 6-2-8; Ord. No. 384, § 6-2-8, 7-22-91; Ord. No. 436, § 14, 5-13-96; Ord. No. 614, § 1, 8-30-11)

Sec. 3-31. - Restraint of animals.

(a) ~~All animals shall be contained upon the premises of the owner unless restrained off the premises under the immediate control of the owner or responsible person. While restrained on the premises of its owner or responsible person, no lead less than 25 feet in length shall be used. While restrained off the premises under the immediate control of the owner or responsible person, no lead greater than eight feet in length shall be used for animals weighing less than 35 pounds. For animals weighing greater than 35 pounds, no lead greater than four feet in length shall be used.~~ **Physical restraint - A person owning or having charge, custody, or care over an animal shall keep the animal under humane physical restraint at all times.**

(b) ~~No owner or responsible person shall fail to exercise proper care and control of his animal to prevent it from becoming a public nuisance.~~ **Dragging; hobbling - A person shall not hobble an animal, or tether or attach any animal to any object that can be dragged or moved by the animal. Such an animal, if not otherwise restrained by immediate control or enclosure, shall be considered by the animal control officer to be unrestrained. This shall not apply to livestock animals being properly used for work purposes.**

(c) ~~Any animal trespassing upon private or public premises shall be deemed prima facie not to be under the immediate control of the owner or a responsible person and the Animal Control Officer may issue a citation to the owner or responsible person or impound the animal, or both.~~ **Owner's premises - A person owning or having care, custody, or control over an animal on his or her premises shall restrain the animal either by a secure enclosure or by immediate control.**

(1) **All pens, kennels, stalls, corrals, or other enclosures used to restrain an animal shall be continuously maintained with preservatives, fasteners, and other materials to prevent deterioration and animal escape. Substantial and acceptable locking or latching devices shall be installed on all gates and doors to animal enclosures in such a manner as to be inaccessible to animals and small children in order to prevent animal escape and unauthorized entry.**

(2) **A person owning or having care, custody, or control over an animal on his or her premises may use a tether as a means of restraint only if:**

a. **The tethered animal has access to adequate food, water, shade and shelter**

b. **A tether used to restrain a dog shall be at least 12 feet in length. Such tether shall not enable the animal to reach beyond the owner's property.**

- c. A tether used to restrain an animal shall be affixed to a properly fitting collar or harness worn by the animal. A person shall not wrap a chain or tether directly around the neck or other body part of the animal.
- d. A tether used to restrain an animal shall not weigh more than one-eighth of the animal's body weight. The tether weight shall include any additional objects attached to the dog or tether, such as locks or fasteners.
- e. A tether used to restrain an animal shall have working swivels on both ends and shall be fastened so that the animal may sit, walk, and lie down using natural motions. Such tether shall be unobstructed by objects that may cause the tether or animal to become entangled or strangled.

~~(d) Voice commands are not an acceptable form of restraint.~~

(3) Voice commands are not an acceptable form of restraint.

(d) Public premises - A person owning or having care, custody, or control over an animal off of his or her premises shall keep the animal under immediate control.

(1) While restrained off premises under the immediate control of the owner or responsible party, the animal must be on a leash that shall enable the handler to maintain control of the animal. The leash shall not exceed six (6) feet in length while the animal is in and around the inhabitants of the city.

(2) A person shall not carry an animal in or upon any vehicle in a cruel, inhumane, or unsafe manner. Animals carried in the open bed of a vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from jumping out of the vehicle. At no time is an animal allowed to sit or stand in the drivers lap while the vehicle is being operated on any public roadway.

(3) A person in charge of an amphibian or reptile away from the owner's premises shall keep the animal secured within a closed container that will not expose people unexpectedly to the animal.

(4) Voice commands are not an acceptable form of restraint.

(e) Property of others - A person owning or having care, custody, or control over an animal shall not detain or restrain an animal upon another person's private property without having permission from the resident or owner of such property.

(1) If the resident or owner does not permit the animal being detained or restrained upon such property, the animal may be taken up and impounded by the animal control officer at the request of the resident or owner.

(2) If the owner of a rented or leased property does not approve of an animal being restrained or detained by the resident on such property, the dispute shall be regarded by the animal control officer as a civil matter.

(f) Multiple dwelling unit - An owner, manager, agent, or governing board of any multiple dwelling unit, including mobile home parks and gated communities, shall not permit or authorize any animal to be unrestrained upon the common areas of the multiple dwelling unit, except upon such areas and within such enclosures specifically designated for such activity.

(g) Exceptions

(1) A working dog that is under the control and supervision of the owner or handler performing such acts as herding, search and rescue, or police work shall not be considered as unrestrained while performing or being trained for such duties.

(2) A hunting, tracking, or show dog that is under the control and supervision of the owner or handler shall not be considered as unrestrained while performing in or being trained for those capacities.

Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Code 1962, § 6-2-12; Ord. No. 384, § 6-2-12, 7-22-91; Ord. No. 436, § 15, 5-13-96; Ord. No. 615, § 1, 8-30-11)

~~Sec. 3-32. — Confinement during estrus.~~

~~Any female dog or cat in the stage of estrus (heat) shall be confined to a building, kennel, or other secure enclosure so that contact with a male animal of the same species will be prevented except for intentional breeding purposes. Keepers who do not comply with this section shall be required to place such animal in a boarding kennel or veterinary hospital at the keeper's expense.~~

~~(Code 1962, § 6-2-13; Ord. No. 384, § 6-2-13, 7-22-91)~~

~~Sec. 3-33. — Breaking into Animal Control Center, animal control vehicle.~~

Sec. 3-33 3-32. - Breaking into Animal Control Center, animal control vehicle.

It is unlawful for any person to break open any pound, center, trap, or animal control vehicle wherein animals are impounded by the Animal Control Officer of the City, or in any other way to remove or assist in the removal of any animal from such pound, center, trap, or vehicle without lawful permission.

(Code 1962, § 6-2-22)

Sec. 3-34. — Sterilization agreement and sterilization deposit.

- ~~(a) No animal shall be released from the animal shelter to an adopting person unless a sterilization agreement has been signed and a sterilization deposit has been paid, as provided in subsections (c) and (d) of this section.~~
- ~~(b) In addition to any adoption fee charged, a sterilization deposit of at least \$25.00 shall be imposed on the adoption of each animal from the animal shelter.~~
- ~~(c) Animals less than six months of age shall be released only upon payment of the adoption fee and a sterilization deposit and after the adopting person has signed an agreement stating he will have the adopted animal sterilized when it is no older than six months of age.~~
- ~~(d) Adult animals over the age of six months shall be released only upon payment of the adoption fee and a sterilization deposit and after the adopting person has signed an agreement stating he will have the animal sterilized within 30 days of the date of adoption.~~
- ~~(e) The sterilization deposit shall be reimbursed only upon presentation of a receipt from a veterinarian that the adopted animal has been sterilized.~~
- ~~(f) An unsterilized animal reclaimed by its owner shall be released without being sterilized upon payment of the \$25.00 for the sterilization deposit and impoundment fees imposed by the shelter, and the owner shall sign an agreement stating he will sterilize the animal within 30 days after release or will obtain a breeder permit or its equivalent. The sterilization deposit shall be reimbursed upon presentation by the owner of a receipt from a veterinarian that the animal has been sterilized.~~

(Ord. No. 418, § 1, 9-12-94)

Sec. 3-33. - Seizure of Animals Notice.

- (a) An Animal Control Officer, or designee who reasonably believes that the life or health of an animal to include livestock is endangered due to cruel treatment may apply to the municipal court in the city where the animal is located for a warrant to seize the animal.
- (b) If the court finds probable cause that the animal is being cruelly treated, the court shall issue a warrant for the seizure of the animal. The court shall also schedule a hearing on the matter as expeditiously as possible within 10 business days unless good cause is demonstrated by the city for a later time and such extension is approved by the municipal court judge.
- (c) Written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- (d) If the owner of the animal cannot be determined or cannot be located, a written notice regarding the circumstances of the seizure shall be conspicuously posted where the animal is seized at the time the seizure occurs.
- (e) At the option and expense of the owner, the seized animal may be examined by a veterinarian of the owner's choice if approved by the municipal court judge.

- (f) If the animal is a type of livestock, seizure shall be pursuant to Chapter 77, Article 18 NMSA 1978.

NM Stat § 30-18-1.1 (1996 through 1st Sess 50th Legis)

Sec. 3-34 Disposition of Seized Animals

- (a) If the court finds that a seized animal is not being cruelly treated and that the animal's owner is able to provide for the animal adequately, the court shall return the animal to its owner.
- (b) If the court finds that a seized animal is being cruelly treated or that the animal's owner is unable to provide for the animal adequately, the court shall hold a hearing to determine the disposition of the animal.
- (c) An animal control agency operated by the municipality, or an animal shelter or other animal welfare organization designated by an animal control agency or an animal shelter, in the custody of which an animal that has been cruelly treated has been placed may petition the court to request that the animal's owner may be ordered to post security with the court to indemnify the costs incurred to care and provide for the seized animal pending the disposition of any criminal charges of committing cruelty to animals pending against the animal's owner.
- (d) The court shall determine the amount of security while taking into consideration all of the circumstances of the case including the owner's ability to pay and may conduct periodic reviews of its order. If the posting of security is ordered, the animal control agency, animal shelter or animal welfare organization may, with permission of the court, draw from the security to indemnify the costs incurred to care and provide for the seized animal pending disposition of the criminal charges.
- (e) If the owner of the animal does not post security within fifteen days after the issuance of the order, or if, after reasonable and diligent attempts the owner cannot be located, the animal may be deemed abandoned and relinquished to the animal control agency, animal shelter or animal welfare organization for adoption or humane destruction.
- (f) Nothing in this section shall prohibit an owner from voluntarily relinquishing an animal to an animal control agency or shelter in lieu of posting security. A voluntary relinquishment shall not preclude further prosecution of any criminal charges alleging that the owner has committed cruelty to animals.
- (g) Upon conviction, the court shall place the animal with an animal shelter or animal welfare organization for placement or for humane destruction.
- (h) As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses,

asses, mules, cattle, sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed cervidae but does not include canine or feline animals.

NM Stat § 30-18-1.2 (1996 through 1st Sess 50th Legis)

Sec. 3-35 Costs of Seized Animals

- (a) Upon conviction, a defendant shall be liable for the reasonable cost of boarding the animal and all necessary veterinary examinations and care provided to the animal. The amount of these costs shall be offset by the security posted pursuant to Section 3-36. Unexpended security funds shall be returned to the defendant.
- (b) In the absence of a conviction, the seizing agency shall bear the costs of boarding the animal and all necessary veterinary examinations and care of the animal during the pendency of the proceedings, return the animal, if not previously relinquished, and all of the security posted pursuant to Section 3-36.

NM Stat § 30-18-1.3 (1996 through 1st Sess 50th Legis)

Secs. 3-35 3-36 - 3-50. - Reserved.

DIVISION 2. - RABIES²¹

Footnotes:

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Cross reference— Health and sanitation, ch. 6.

Sec. 3-51. - Vaccinations.

- (a) It is the duty of all persons owning or keeping a cat or a dog or any member of the canine family over the age of three months to have such animals vaccinated against rabies. The rabies vaccination shall be given in an amount sufficient to provide immunity from rabies for three years and shall be administered by a licensed veterinarian. A certificate from a licensed veterinarian shall be evidence of vaccination. The Commission may require other animals to receive annual rabies vaccination.
- (b) The veterinarian administering antirabies vaccine to any animal shall issue to the owner or keeper of the animal a numbered vaccination certificate. The certificate shall contain the name and address of the owner or keeper of the animal, a description of the animal vaccinated, the date of vaccination, and the expiration date of the period of immunity.
- (c) It is unlawful for the owner or keeper of any dog, cat, or any other members of the canine or feline family to fail to exhibit its certificate of vaccination upon demand to any police officer or animal control officer.

- (d) It is the duty of all persons who adopt a dog to have such dog vaccinated against rabies, distemper complex, and parvo virus within 48 hours of adoption. It is the duty of all persons who adopt a cat to have such cat vaccinated against rabies and feline distemper complex within 48 hours of adoption.

Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court.

(Code 1962, § 6-2-9; Ord. No. 527, §§ 1, 2, 7-14-03)

State Law reference— Vaccination of dogs and cats against rabies, NMSA 1978, § 77-1-3.

Sec. 3-52. - Confinement of rabid animal.

An animal that has rabies or shows signs of having rabies, and every animal bitten by another animal afflicted with rabies or that has been exposed to rabies shall be confined at once in a secure place by the owner. A person who knows or who has reason to know that an animal is infected with rabies or has been exposed to rabies shall immediately upon learning of this notify the Animal Control Officer as to the place where the animal is confined and shall surrender the animal to the Animal Control Officer upon demand. The Animal Control Officer shall then deal with the rabid animal pursuant to state law.

(Code 1962, § 6-2-10)

Sec. 3-53. - Biting dogs or other biting animals.

- (a) The owner of an animal that bites a person and a person bitten by an animal have a duty to report that occurrence to the Animal Control Officer within 24 hours. The owner of an animal that bites a person shall surrender the animal to an Animal Control Officer to impound such animal for a period of observation.
- (b) A physician who renders professional treatment to a person bitten by an animal shall report the fact that he/she has rendered professional treatment to ~~the Chief of Police or~~ an Animal Control Officer within 24 hours of his/her first professional attendance. The physician shall report the name, sex, and address of the person bitten as well as the type and location of the bite. The physician shall give the name and address of the owner of the animal that inflicted the bite and other facts that may assist the Animal Control Officer in ascertaining the immunization status of the animal.
- (c) An animal that bites a person shall be confined securely at a place and for a period of time deemed necessary by the Animal Control Officer. The owner of the animal shall bear the cost of confinement.

- (d) A person who has custody of an animal that has bitten a person shall immediately notify the Animal Control Officer.

(Code 1962, § 6-2-11; Ord. No. 384, § 6-2-11, 7-22-91; Ord. No. 436, § 16, 5-13-96; Ord. No. 616, § 1, 8-30-11)

State Law reference— Notice to health officer of animal bites, NMSA 1978, § 77-1-6.

Secs. 3-54—3-70. - Reserved.

DIVISION 3. - LICENSING

Sec. 3-71. - License required.

- (a) Any person owning, possessing or harboring any dog or cat three months of age or over shall obtain a license for each animal. Application for such license shall be made as directed ~~by the City Clerk~~ and shall state the name and address of the owner, the name, breed, color, age and sex of such animal and any other information deemed necessary ~~by the City Clerk~~. A current rabies vaccination certificate shall be presented at the time of application for the license. Upon payment of the license fee, as prescribed in subsection (d) of this section, ~~the City Clerk shall issue~~ a license certificate and tag for each animal **shall be issued**. If the tag is lost, replacement tags with a cost set by resolution shall be purchased ~~from the City Clerk~~. The license shall expire on the same date as the rabies certificate or one year whichever is greater.
- (b) A current license tag shall be affixed to the licensed dog or cat at all times in a reasonable manner, unless the licensed dog or cat is being kept in an approved kennel, veterinary hospital, is appearing in an approved show, or is being trained. Provided that the person that is training the dog shall have in his personal possession the valid license tag for each dog or cat and shall immediately display such upon request of the Animal Control Officer or a regular law enforcement officer.
- (c) Animals belonging to nonresidents who do not keep said animals within the corporate limits of the city for ~~90~~ **30** consecutive days shall be exempt from this section, provided, however, that all other provisions of this division be complied with.
- (d) The annual license fee shall be set by resolution for each neutered male dog or cat, or for each spayed female dog or cat. The annual license fee shall be set by resolution for each unneutered male dog or cat, or for each un-spayed female dog or cat. ~~The license fee shall not apply to animals trained as qualified service animals. The City Clerk shall charge a~~ **No fee shall be charged for the licensure of qualified service animals who are trained to lead partially or totally blind persons, aid hearing impaired persons or assist mobility impaired persons. A fee shall be charged** for a **each** dog or cat that has not been spayed or neutered, unless the owner presents a signed statement from a licensed veterinarian stating that spaying or neutering would be a surgical risk for the animal, due to the animal's age or condition.

(e) **Within 5 business days** Upon change of ownership of any dog or cat, the new owner shall ~~have the current~~ **apply for a new** license transferred to his name, ~~within 30 days~~ **with their personal identifying information.**

(Code 1962, § 6-2-14; Ord. No. 384, § 6-2-14, 7-22-91; Ord. No. 436, § 17, 5-13-96; Ord. No. 564, § 1, 11-14-06; Ord. No. 659(1), § 1, 1-13-15)

State Law reference— Municipal authority to require licensing of dogs, NMSA 1978, § 77-1-15.1.

Sec. 3-72. - Unlawful use of license tag.

It is unlawful for any person to remove any license tag from one ~~animal~~ **dog or cat** to another. It shall be unlawful for any person to manufacture, cause to be manufactured, or to have in his possession or under his control a stolen, counterfeit, or forged ~~animal~~ license tag, rabies vaccination certificate, or other form of licensing as required under this division.

(Code 1962, § 6-2-21)

~~Sec. 3-73. - License issued by others.~~

~~The City Clerk may allow the issuance of animal licenses by other private or public parties within the City of Truth or Consequences. The City Clerk shall enter into an agreement in a form provided by the City Attorney for that purpose. The agreement shall allow a fee by the interested party in an amount set by resolution of the Commission.~~

(Ord. No. 564, § 1, 11-14-06)

~~Sees. 3-74 - 3-90. - Reserved.~~

Secs. 3-74 ~~3-373~~- 3-90. - Reserved.

DIVISION 4. - AT LARGE, VICIOUS, NUISANCE

Sec. 3-91. - Running at large.

It is unlawful for any person to allow or permit any animal to run at large in **public** or on any **public** street, **public** alley, **public** sidewalk, **private or public** vacant lot, or ~~public~~ **private** property without the permission of the owner thereof. Any animal permitted to run at large in violation of this section is declared to be a nuisance, a menace to the public health and safety, and shall be taken up and impounded as provided in section 3-30.

Each animal cited as a violation under this section is considered a separate offense. Upon a second conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum of \$100.00 per

offense. Upon a third or subsequent conviction of an offense under this section, an offender may be sentenced to imprisonment of up to 90 days at the discretion of the court. The offender shall be fined a minimum \$250.00 per offense. The fine penalties imposed pursuant to this paragraph shall not be suspended or deferred or taken under advisement by the court

(Code 1962, § 6-2-15)

State Law reference— Municipal authority to make provision for the seizure of dogs and cats running at large, NMSA 1978, § 77-1-12.

~~Sec. 3-92. - Enclosure for breeding.~~

~~It is unlawful for any person to let any female animal mate to any male animal, except within an enclosure so arranged as to obstruct such animals completely from the view of all who have no proprietary interest in the breeding of such animals.~~

(Code 1962, § 6-2-16)

~~Sec. 3-93. - Reserved.~~

Sec. 3-392 - 3-93. - Reserved.

Editor's note— Ord. No. 436, § 18, adopted May 13, 1996, repealed § 3-93, which pertained to unenclosed premises and derived from Code 1962, § 6-2-17.

Sec. 3-94. - Vicious animals.

It is unlawful for any person to keep or harbor a vicious animal in the City. Any person attacked by a vicious animal may use necessary force to repel said attack. After a judicial determination that an animal is vicious, the owner or keeper of such vicious animal shall turn such animal over to the Animal Control Officer, who shall destroy it humanely.

(Code 1962, § 6-2-18; Ord. No. 505, § 1, 2-11-02; Ord. No. 621, § 1, 11-22-11)

State Law reference— Vicious animals, NMSA 1978, § 77-1-10.

Sec. 3-95. - Disturbing the peace.

~~It is unlawful for any person to allow any animal to persistently or continually bark, howl, or make noise common to its species or otherwise disturb the peace and quiet of the inhabitants of the City or to keep or maintain any animal in such manner as to disturb by noxious or offensive odors or otherwise endanger the health and welfare of the inhabitants of the City.~~ It is unlawful for a person owning or having the care, custody or control of an animal to permit that animal to howl, bark or create noise which disturbs the comfort and repose of any person of ordinary sensibilities in the vicinity. It shall be a violation of this section if the howling, barking or noise is frequent or long continued; is audible beyond the property line of the premises on which the animal is located.

(Code 1962, § 6-2-19; Ord. No. 617, § 1, 8-30-11; Ord. No. 659(2), § 1, 1-13-15)

Cross reference— Offenses relating to public order and safety, § 8-31 et seq.

Sec. 3-96. - Public nuisance.

- a. **Property damage; nuisance.** A person owning or having care, custody, or control over an animal shall prevent the animal from causing damage or being a nuisance to the person or property of another.
- b. **Pet Waste.** A person owning or having care, custody, or control over a pet such as a dog or cat shall dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied frequently and in such a manner so as to prevent a nuisance or health hazard by noxious or offensive odors.
- c. **Public defecation.** A person owning or having care, custody, or control over an animal shall not permit the animal to defecate on public property or the property of another unless such animal waste is immediately removed and properly disposed of.
- d. **Feeding animals running at large.** A person shall not feed an animal running at large

It is unlawful for the owner of any animal to be in violation of the public nuisance definition and such violation will be punished in accordance with section 1-10.

(Code 1962, § 6-2-20; Ord. No. 436, § 19, 5-13-96; Ord. No. 618, § 1, 8-30-11)

Editor's note— Section 1 of Ord. No. 618, adopted Aug. 30, 2011, changed the title of § 3-96 from "Nuisances on sidewalks, public parks, alleys" to "Public nuisance."

Sec. 3-97. - Dangerous and potentially dangerous dogs.

- (a) *Short title.* This section may be known, and will be cited, as the "Dangerous Dog Ordinance".
- (b) *Findings and intent.*
 - (1) Every year innocent people, predominantly children, are injured and sometimes killed as a result of the actions of dangerous dogs.
 - (2) No person has an absolute right to keep or harbor a dangerous or potentially dangerous dog within the City.
 - (3) This section will protect the inhabitants of the City.
 - (4) This section will provide for the proper registration and tracking of dangerous or potentially dangerous dogs within the City.
 - (5) This section will assist in providing control over dangerous and potentially dangerous dogs.

(c) *Definitions.*

Animal control authority: The Animal Control Center Shelter and Animal Control Officer(s) of the Police Department of the City is charged with addressing animal control issues within the City.

Dangerous dog: A dog that caused a serious injury to a person or domestic animal.

Owner: A person who possesses, harbors, keeps or has control or custody of a dog or, if that person is under the age of 18, that person's parent or guardian.

Potentially dangerous dog: A dog that may reasonably be assumed to pose a threat to public safety as demonstrated by the following behaviors:

- (1) Causing an injury to a person or domestic animal that is less severe than a serious injury; or
- (2) Chasing or menacing a person or domestic animal in an aggressive manner and without provocation; or
- (3) Acting in a highly aggressively manner within a fenced yard or enclosure and appearing able to jump out of the yard or enclosure.

Proper enclosure: Secure confinement indoors or outdoors, such as in a fenced yard, locked pen or other structure that is designed to prevent the animal from escaping the confined area and young children from entering the confined area but does not include chaining, restraining or other affixing the animal to a stationary object.

Serious injury: A physical injury that results in broken bones, multiple bites or disfiguring lacerations requiring sutures or reconstructive surgery.

(d) *Exceptions.* A dog will not be declared a dangerous or potentially dangerous dog if:

- (1) The dog is used by a law enforcement official for legitimate law enforcement purposes; or
- (2) The threat, injury or damage sustained by a person or domestic animal is the result of the person or domestic animal:
 - a. Trespassing upon premises occupied by the owner or the dog; or
 - b. Provoking, tormenting, abusing or assaulting the dog, or in the past has repeatedly provoked, tormented, abused or assaulted the dog; or
 - c. Committing, or attempting to commit, a crime; or
- (3) The dog was:
 - a. Responding to pain or injury; or
 - b. Protecting itself or its offspring; or
 - c. Protecting or defending a human being or domestic animal from attack or assault.

(e) *Seizure of dog—Petition to court of competent jurisdiction.*

- (1) If an animal control authority has probable cause to believe that a dog is a dangerous dog and poses an imminent threat to public safety, the animal control authority may apply

to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.

- (2) If an animal control authority has probable cause to believe that a dog is a potentially dangerous dog and poses a threat to public safety, the animal authority may apply to a court of competent jurisdiction in the county where the animal is located for a warrant to seize the animal.
 - (3) After seizure, the animal control authority will impound the dog pending disposition of the case or until the owner has fulfilled the requirements for a certificate of registration pursuant to the provisions of subsection (e) of this section.
 - (4) After seizure:
 - a. The owner may admit that the dog is dangerous or potentially dangerous and comply with the requirements for a certificate of registration pursuant to subsection (e) of this section; or
 - b. The animal control authority may, within 14 days after seizure of the dog, bring a petition in a court of competent jurisdiction seeking a determination of whether the dog is dangerous or potentially dangerous. If the court finds, by clear and convincing evidence, that the dog is dangerous and poses an imminent threat to public safety or potentially dangerous and poses a threat to public safety, the court shall order the owner to comply with the registration and handling requirements for the dog and obtain a certificate of registration within 30 days or have the dog humanely destroyed. If the court does not make the required findings pursuant to this paragraph, the court shall immediately order the release of the dog to the owner.
 - (5) If the owner does not admit that the dog is dangerous or potentially dangerous and the animal control authority does not bring a petition in court within 14 days of seizure of the dog, the court shall immediately order the release of the dog to its owner.
 - (6) If the owner admits that the dog is dangerous and transfers ownership of the dog to the animal control authority, the animal control authority may humanely destroy the dog.
 - (7) A determination that a dog is not dangerous or potentially dangerous shall not prevent the animal control authority from making a subsequent application for seizure based on the dog's subsequent behaviors.
- (f) *Dangerous and potentially dangerous dogs—Registration required.*
- (1) Upon application, an animal control authority shall issue a certificate of registration to the owner of a dangerous or potentially dangerous dog if the owner establishes that:
 - a. The owner is able to keep the dog under control at all times; and
 - b. A license, if applicable, has been issued pursuant to the requirements of the City; and
 - c. The dog has a current rabies vaccination; and
 - d. The owner has a proper enclosure to the dog; and
 - e. The owner has paid an annual fee of ~~\$100.00~~ set by resolution to register a dangerous or potentially dangerous dog.; and

- f. The dog has been spayed or neutered; and
 - g. The dog has been implanted with a microchip containing owner identification information that is also provided to the animal control authority; and
 - h. The owner has entered the dog in a socialization and behavior program approved or offered by the animal control authority.
- (2) If a dog previously determined to be dangerous or potentially dangerous has not exhibited any of the behaviors specified in this section for 36 consecutive months, the owner may request the animal control authority in the City to lift the requirements for registration pursuant to this section. If the animal control authority has no reasonable basis to believe that the dog has exhibited the behaviors specified, it shall relieve the owner of the requirements of this section.
- (3) An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner, in addition to the requirements of subsection (e)(1) of this section, establishes that:
- a. The owner has paid an annual fee of ~~\$100.00~~ **set by resolution**, as established by the animal control authority to register a dangerous dog; and
 - b. The owner has written permission of the property owner or homeowner's association where the dangerous dog will be kept, if applicable; and
 - c. The dangerous dog will be maintained exclusively on the owner's property except for medical treatment or examination; and
 - d. When the dangerous dog is removed from the owner's property, the dog shall be caged or muzzled and restrained with a lead no longer than four feet, and the dog shall be under complete control at all times; and
 - e. The dangerous dog will not be transported in a vehicle that might allow the dog to escape or gain access to any person or animal outside the vehicle; and
 - f. A clearly visible warning sign with a conspicuous warning symbol indicate there is a dangerous dog on the premises is posted where the dog is kept and is visible from a public roadway or from 50 feet, whichever is less.
- (4) An animal control authority may order the immediate impoundment or humane destruction of a dog previously determined to be a dangerous dog if the owner fails to comply with the conditions for registration, confinement or handling set forth in this section.
- (g) *Prohibited acts.*
- (1) It is unlawful for an owner of a dangerous or potentially dangerous dog to:
- a. Keep the dog without a valid certificate of registration; or
 - b. Violate the registration and handling requirements for the dog; or
 - c. Fail to notify the animal control authority immediately upon:
 - 1. The escape of the dog; or
 - 2. An attack by the dog upon a human being or a domestic animal;

- d. Fail to notify the animal control authority of the dog's death within five business days; or
- e. Fail to notify the animal control authority within 24 hours if the dog has been sold or given away and to provide the name, address and telephone number of the new owner of the dog; or
- f. Fail to surrender the dog to an animal control authority for safe confinement pending a determination of the case where there is reason to believe that the dog poses an imminent threat to public safety; or
- g. Fail to comply with special handling or case requirements for the dog that a court has ordered.

- (2) Whoever violates a provision of subsection (g)(1) shall be charged in the Magistrate Court in the county in which the animal is located with a violation of the State Dangerous Dog Act, and upon conviction shall be sentenced in accordance with the provisions of NMSA 1978 § 31-19-1, and the State Dangerous Dog Act.

(Ord. No. 546, §§ 1—7, 10-11-05; Ord. No. 619, § 1, 9-27-11)

Editor's note— Ord. No. 546, §§ 1—7, adopted Oct. 11, 2005, set out provisions intended for use as § 3-101. At the editor's discretion, these provisions have been included as § 3-97.

Sec. 3-98. – Safekeeping of animals by the Animal Shelter

Under unforeseen circumstances, a police officer, animal control officer, or animal owner may require an animal to be placed in the care and custody of the Animal Shelter to ensure that the animal is properly cared for. In these situations, the safekeep of the animal shall only occur for a period of not more than 72 hours at the expense of the owner pursuant to fees established by resolution. The owner shall be responsible for contacting a designated person or organization to pick up the animal from the Animal Shelter and the owner shall provide written authorization to the Animal Shelter as to the responsible person or organization taking custody of the animal. After the initial 72 hour period has expired, the animal is no longer classified as a safekeep and the animal shall be considered abandoned and property of the City unless the owner or designated party notifies the City in writing of a date and time the animal will be picked up, not to exceed an additional 72 hours at the owner's expense. No animal shall be released from the Animal Shelter until all fees are paid in full. Owners who knowingly abandon or fail to arrange for pick up of their animal at the Animal Shelter may be prosecuted under other sections within the Municipal Code.

Sec. 3-99. – Livestock running at large.

It is unlawful for the owners of livestock to willfully allow the livestock to run at large within the city limits. The owners of the livestock are subject to prosecution under this section regardless of the livestock's origination.

As used in this section, "livestock" means all domestic or domesticated animals that are used or raised on a farm or ranch and exotic animals in captivity and includes horses, asses, mules, cattle,

sheep, goats, swine, bison, poultry, ostriches, emus, rheas, camelids and farmed cervidae but does not include canine or feline animals.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the _____ day of 2021.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2021.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

**BY: _____
Sandra Whitehead- Mayor**

**ATTEST: _____
Angela A. Torres- City Clerk**



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.1

SUBJECT: Update on Financial Reports as of November 30, 2021

DEPARTMENT: Finance

DATE SUBMITTED: December 7, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Financial Report as of 11/30/2021 to include Cash Balances, Revenues, Expenditures, and Cash Transfers

Recommendation:

Information Only

Attachments:

- Cash Balance Report, Revenue Report, Expenditure Report, Cash Transfer Report
- [Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

None

Legal Review (City Attorney): Choose an item.

None

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021

CITY OF TRUTH OR CONSEQUENCES

FINANCIAL REPORTS

NOVEMBER 2021

CITY OF TRUTH OR CONSEQUENCES

CASH REPORT

NOVEMBER 2021

**CITY OF TRUTH OR CONSEQUENCES
CASH BALANCE
AS OF 11/30/2021**

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
Category: 10 - Cash				
<u>101-1099-10100</u>	GENERAL FUND	\$ 1,225,035.78	\$ 32,218.26	\$ 1,257,254.04
<u>201-1903-10106</u>	CORRECTIONS FUND	\$ 16,220.59	\$ (8,639.00)	\$ 7,581.59
<u>209-1603-10103</u>	STATE FIRE FUND	\$ 374,001.56	\$ 406,539.47	\$ 780,541.03
<u>211-2003-10107</u>	LAW ENFORCEMENT PROTECTION FUND	\$ -	\$ 21,959.22	\$ 21,959.22
<u>214-2503-10111</u>	LODGERS TAX FUND	\$ 495,234.95	\$ 79,614.73	\$ 574,849.68
<u>214-2503-10142</u>	SAVINGS	\$ 0.04	\$ -	\$ 0.04
<u>216-4503-10117</u>	STREETS FUND	\$ 433,545.99	\$ 159,609.33	\$ 593,155.32
<u>216-7004-10117</u>	2019/2020 LGRF NMDOT	\$ -	\$ -	\$ -
<u>216-7007-10117</u>	2020/2021 LGRF NMDOT	\$ -	\$ -	\$ -
<u>217-1703-10104</u>	RECREATION FUND	\$ 5,355.73	\$ 1.83	\$ 5,357.56
<u>260-2002-10108</u>	AMERICAN RESCUE PLAN	\$ -	\$ 712,403.50	\$ 712,403.50
<u>292-9403-10140</u>	FEDERAL SEIZURE SHARE FUND	\$ -	\$ -	\$ -
<u>293-5103-10123</u>	VETERANS WALL PERPETUAL CARE	\$ 1,150.00	\$ -	\$ 1,150.00
<u>294-5003-10122</u>	STATE LIBRARY FUND	\$ 3,649.37	\$ (1,461.92)	\$ 2,187.45
<u>295-4803-10120</u>	MUNICIPAL POOL	\$ 23,132.76	\$ (16,199.67)	\$ 6,933.09
<u>296-2403-10110</u>	PD GRT FUND	\$ 808,220.33	\$ 137,482.66	\$ 945,702.99
<u>297-2203-10109</u>	PD CONFIDENTIAL FUND	\$ 6,795.92	\$ 2.44	\$ 6,798.36
<u>298-2103-10108</u>	POLICE DONATIONS FUND	\$ -	\$ 6,891.66	\$ 6,891.66
<u>301-3503-10112</u>	IMPACT FEES WATER FUND	\$ 3,994.48	\$ 1.04	\$ 3,995.52
<u>301-3503-10113</u>	Cash-IMPACT WW DENNIS MURATI	\$ 1,802.14	\$ 0.22	\$ 1,802.36
<u>301-3503-10114</u>	Cash-IMPACT WW JAMES LEWIS	\$ 1,802.14	\$ 0.22	\$ 1,802.36
<u>301-3503-10115</u>	Cash-IMPACT WW NM VETERANS HOME	\$ 101,512.68	\$ 21.27	\$ 101,533.95

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
<u>301-3503-10116</u>	Cash-IMPACT WW LEWIS & JANET KERN	\$ 2,203.13	\$ 0.34	\$ 2,203.47
<u>301-3503-10117</u>	Cash-IMPACT WW ROBERT UNO MAKI	\$ 1,351.29	\$ 0.17	\$ 1,351.46
<u>301-3503-10118</u>	Cash-IMPACT WW ALEXANDER ANDRASSY	\$ 1,050.98	\$ 0.15	\$ 1,051.13
<u>301-3503-10119</u>	Cash-IMPACT WW WALTER PUCCI	\$ 2,702.23	\$ 0.34	\$ 2,702.57
<u>301-3503-10120</u>	Cash-IMPACT WW FIRST SAVINGS BANK	\$ 450.00	\$ -	\$ 450.00
<u>301-3503-10121</u>	Cash-IMPACT WW MARCIA MOHR	\$ 600.00	\$ -	\$ 600.00
<u>301-3503-10122</u>	Cash-IMPACT WW R&N APARTMENTS, LLC	\$ 5,402.88	\$ 0.67	\$ 5,403.55
<u>301-3503-10123</u>	Cash-IMPACT WW KARON MORGAN	\$ 300.00	\$ -	\$ 300.00
<u>301-3503-10124</u>	Cash-IMPACT WW CIELO VISTA LLC	\$ 6,302.69	\$ 0.81	\$ 6,303.50
<u>301-3503-10125</u>	Cash-IMPACT WW WHITE SANDS FED CU	\$ 1,464.79	\$ 0.19	\$ 1,464.98
<u>302-4603-10118</u>	ELECTRICAL CONSTRUCTION FUND	\$ 3.93	\$ -	\$ 3.93
<u>303-4703-10119</u>	VETERANS WALL FUND	\$ 17,364.29	\$ (574.22)	\$ 16,790.07
<u>304-4903-10121</u>	SENIOR FUND	\$ 60,079.95	\$ -	\$ 60,079.95
<u>305-6003-10124</u>	CAPITAL IMP. FUND (GENERAL)	\$ 85,258.71	\$ 35.15	\$ 85,293.86
<u>306-6103-10125</u>	CAPITAL IMP. FUND (JT. UTILITY)	\$ 270,614.06	\$ (201.98)	\$ 270,412.08
<u>307-6203-10126</u>	GOLF COURSE IMP FUND	\$ 16,454.20	\$ -	\$ 16,454.20
<u>308-6303-10127</u>	CAPITAL IMP. FUND (USDA Sweeper)	\$ 100.00	\$ -	\$ 100.00
<u>309-6403-10128</u>	CAPITAL IMP. FUND (USDA WWTP)	\$ 40,042.42	\$ -	\$ 40,042.42
<u>310-8003-10130</u>	EMERGENCY REPAIR FUND	\$ -	\$ -	\$ -
<u>313-8503-10134</u>	R&R WATER FUND	\$ 0.03	\$ -	\$ 0.03
<u>314-8603-10135</u>	CDBG FUND	\$ -	\$ -	\$ -
<u>316-9103-10137</u>	EMERGENCY REPAIR RESERVES	\$ 117,064.31	\$ 6,299.56	\$ 123,363.87
<u>317-9203-10138</u>	WASTE WATER REPAIR RESERVES	\$ 109,918.80	\$ 9,524.01	\$ 119,442.81
<u>318-9303-10139</u>	ELECTRICAL CONST RESERVES	\$ 8,126.19	\$ 5,003.69	\$ 13,129.88
<u>319-6503-10142</u>	LEDA	\$ -	\$ -	\$ -
<u>320-6603-10143</u>	USDA WATER SYSTEM IMPROVEMENTS	\$ -	\$ -	\$ -
<u>403-1203-10102</u>	PLEDGE STATE/DEBT SERVICE FUND	\$ 112,934.23	\$ 75,759.59	\$ 188,693.82

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
<u>600-7003-10129</u>	INTERNAL SERVICE FUND	\$ 28,141.75	\$ (8,374.99)	\$ 19,766.76
<u>700-1103-10101</u>	PD BOND FUND	\$ 1,000.41	\$ -	\$ 1,000.41
		\$ 4,390,385.73	\$ 1,617,918.74	\$ 6,008,304.47
312 COMBINED IN ONE BANK ACCOUNT:				
<u>312-7006-10133</u>	NMDOT ELECTRICAL VAULT DESIGN	\$ (427.00)	\$ 695.57	\$ 268.57
<u>312-7013-10133</u>	RUNWAY PAVEMENT REHAB	\$ -	\$ 242.95	\$ 242.95
<u>312-7014-10133</u>	NM DOT Aviation Grant Cons.	\$ -	\$ (3,295.00)	\$ (3,295.00)
<u>312-8403-10133</u>	FAA AIRPORT FUND	\$ 20,889.02	\$ -	\$ 20,889.02
		\$ 20,462.02	\$ (2,356.48)	\$ 18,105.54
CAPITAL OUTLAY FUNDS COMBINED IN ONE BANK ACCOUNT:				
<u>315-8001-10136</u>	PPRF-4968 TECHNOLOGY EQUIPMENT	\$ (68,510.44)	\$ 68,510.44	\$ -
<u>315-8004-10136</u>	PPRF-4968 BUILDING RENOVATION ROOFING	\$ (54,306.28)	\$ 54,306.28	\$ -
<u>315-8005-10136</u>	PPRF-4968 BUILDING RENOVATION HVAC SYSTEMS	\$ -	\$ -	\$ -
<u>315-8006-10136</u>	PPRF-4968 VEHICLES	\$ (35,000.00)	\$ 35,000.00	\$ -
<u>315-8007-10136</u>	PPRF-4968 RECREATIONAL PARKS	\$ (401,274.74)	\$ 401,274.74	\$ -
<u>315-8008-10136</u>	PPRF-4968 SWIMMING POOL IMPROVEMENTS	\$ (8,334.66)	\$ (36,404.23)	\$ (44,738.89)
<u>315-9003-10136</u>	CAPITAL IMPROVEMENTS RESERVES	\$ 850,470.39	\$ 251,243.03	\$ 1,101,713.42
<u>340-7004-10136</u>	ROAD/STREET PROJECTS	\$ -	\$ -	\$ -
<u>360-7000-10136</u>	NMFA PROJECTS WATER PER	\$ -	\$ (18,805.63)	\$ (18,805.63)
<u>360-7009-10136</u>	NMFA PROJECTS MSD ROADWAY REPLACEMENT	\$ -	\$ -	\$ -
<u>360-7011-10136</u>	NMFA PROJECTS RIVER WALK FEASIBILITY	\$ -	\$ (50,000.00)	\$ (50,000.00)
<u>360-7012-10136</u>	NMFA PROJECTS SEWER ASSET MGT PLAN	\$ -	\$ (50,000.00)	\$ (50,000.00)
<u>370-7008-10136</u>	WATER TRUST BOARD PROJECTS BOOSTER STATION	\$ -	\$ (26,605.73)	\$ (26,605.73)
<u>380-7001-10136</u>	OTHER STATE FUNDED VAC SEWER REHAB	\$ -	\$ -	\$ -
<u>380-7002-10136</u>	OTHER STATE FUNDED WATERLINE REPL	\$ -	\$ -	\$ -
<u>380-7005-10136</u>	OTHER STATE FUNDED AIRFIELD MAINT	\$ -	\$ -	\$ -
		\$ 283,044.27	\$ 628,518.90	\$ 911,563.17

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
ENTERPRISE FUNDS				
<u>501-1803-10105</u>	CEMETERY FUND	\$ 39,663.55	\$ 2,926.60	\$ 42,590.15
<u>502-3601-10113</u>	UTILITY OFFICE	\$ 44,839.58	\$ (43,557.55)	\$ 1,282.03
<u>503-3702-10113</u>	ELECTRIC	\$ 1,252,477.04	\$ 253,766.87	\$ 1,506,243.91
<u>504-3803-10113</u>	WATER	\$ 521,181.54	\$ 114,286.87	\$ 635,468.41
<u>505-3904-10113</u>	SOLID WASTE	\$ 1,132,867.20	\$ 34,759.47	\$ 1,167,626.67
<u>506-4005-10113</u>	WASTE WATER	\$ 518,185.40	\$ 145,166.08	\$ 663,351.48
<u>507-4203-10114</u>	SOLID WASTE FUND	\$ 20.09	\$ -	\$ 20.09
<u>508-4303-10115</u>	GOLF COURSE FUND	\$ 24,339.83	\$ 3,339.38	\$ 27,679.21
<u>508-4303-10142</u>	SAVINGS	\$ 0.05	\$ -	\$ 0.05
<u>509-4403-10116</u>	AIRPORT FUND	\$ 40,741.28	\$ (17,142.50)	\$ 23,598.78
		\$ 3,574,315.56	\$ 493,545.22	\$ 4,067,860.78
TOTAL CATEGORY 10-CASH		\$ 8,268,207.58	\$ 2,737,626.38	\$ 11,005,833.96
Category: 11 - CDs				
<u>301-3503-11119</u>	CD INVESTMENT HSLD	\$ 101,816.10	\$ 128.36	\$ 101,944.46
<u>311-8103-11119</u>	CD INVESTMENT R&R SEWER #06372	\$ 146,230.63	\$ 92.15	\$ 146,322.78
<u>313-8503-11119</u>	CD INVESTMENT R&R WATER #06380	\$ 129,217.80	\$ 81.42	\$ 129,299.22
<u>315-9003-11119</u>	CD INVESTMENT CAPITAL IMPROV RESERV	\$ 1,046,971.82	\$ 2,626.25	\$ 1,049,598.07
<u>316-9103-11119</u>	CD INVESTMENT EMERGEN REPAIR RESERV	\$ 41,814.23	\$ 104.88	\$ 41,919.11
<u>317-9203-11119</u>	CD INVESTMENT WASTE WATER REPAIR RE	\$ 104,700.17	\$ 262.64	\$ 104,962.81
<u>318-9303-11119</u>	CD INVESTMENT ELECTRICAL CONST RESE	\$ 86,541.71	\$ 795.84	\$ 87,337.55
<u>403-1203-11119</u>	CD INVESTMENT PLEDGE #06349	\$ 597,280.89	\$ 376.37	\$ 597,657.26
<u>503-3702-11119</u>	CD INVESTMENT - ELECTRIC	\$ -	\$ -	\$ -
TOTAL CATEGORY 11-CDs		\$ 2,254,573.35		\$ 2,259,041.26

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
Category: 12 - Change Fund/Investments/Debt Service4				
<u>101-1099-12109</u>	MUNI REC CHANGE FUND	\$ 50.00	\$ -	\$ 50.00
<u>101-1099-12117</u>	CHANGE FUND/LIBRARY	\$ 10.91	\$ -	\$ 10.91
<u>101-1099-12118</u>	CHANGE FUND/POLICE DEPT	\$ 50.00	\$ -	\$ 50.00
<u>101-1099-12119</u>	CHANGE FUND/ANIMAL SHELTER	\$ 100.00	\$ -	\$ 100.00
<u>101-1099-12120</u>	NM STO/ INVESTMENT	\$ 106,051.74	\$ 27.26	\$ 106,079.00
<u>217-1703-12116</u>	CHANGE FUND	\$ 50.00	\$ -	\$ 50.00
<u>306-6103-12902</u>	CWPA TORC 2 OPERATING	\$ -	\$ -	\$ -
<u>306-6103-12918</u>	CWPA TORC 18 OPERATING	\$ -	\$ -	\$ -
<u>306-6103-12919</u>	CWPA TORC 19 OPERATING	\$ -	\$ -	\$ -
<u>306-6103-12938</u>	CWPA TORC 18 RESERVE	\$ -	\$ -	\$ -
<u>306-6103-12939</u>	CWPA TORC 19 RESERVE	\$ -	\$ -	\$ -
<u>403-1203-12118</u>	SAVINGS-BANK OF THE SW	\$ 0.03	\$ -	\$ 0.03
<u>403-1203-12902</u>	CWPA TORC 2 OPERATING	\$ -	\$ -	\$ -
<u>403-1203-12908</u>	CWPA TORC 8 OPERATING	\$ 7,439.18	\$ 6,320.32	\$ 13,759.50
<u>403-1203-12913</u>	CWPA TORC 13 OPERATING	\$ -	\$ -	\$ -
<u>403-1203-12915</u>	CWPA TORC 15 OPERATING	\$ -	\$ -	\$ -
<u>403-1203-12916</u>	PPRF-5198 OPERATING	\$ 20,195.87	\$ 50,485.04	\$ 70,680.91
<u>403-1203-12918</u>	CWPA TORC 18 OPERATING	\$ 2,009.73	\$ 3,453.02	\$ 5,462.75
<u>403-1203-12919</u>	CWPA TORC 19 OPERATING	\$ 21,670.12	\$ 37,995.10	\$ 59,665.22
<u>403-1203-12921</u>	CWPA TORC 21 OPERATING	\$ 7.69	\$ 28,379.58	\$ 28,387.27
<u>403-1203-12928</u>	CWPA TORC 8 RESERVE	\$ 15,948.44	\$ 67.70	\$ 16,016.14
<u>403-1203-12935</u>	CWPA TORC 15 RESERVE	\$ -	\$ -	\$ -
<u>403-1203-12936</u>	PPRF-5198 RESERVE	\$ 113,489.94	\$ 481.77	\$ 113,971.71
<u>403-1203-12938</u>	CWPA TORC 18 RESERVE	\$ 8,721.04	\$ 37.02	\$ 8,758.06
<u>403-1203-12939</u>	CWPA TORC 19 RESERVE	\$ 95,984.54	\$ 407.46	\$ 96,392.00
<u>403-1203-12967</u>	PPRF-4967 OPERATING	\$ 21,386.92	\$ 52,729.47	\$ 74,116.39

Account	Name	Beginning Balance	Total Activity	Ending Balance
		7/1/2021		11/30/2021
<u>403-1203-12968</u>	PPRF-4968 OPERATING	\$ 46,178.35	\$ 114,119.39	\$ 160,297.74
<u>403-1203-12969</u>	PPRF-4968 RESERVE	\$ 254,246.53	\$ 1,079.31	\$ 255,325.84
<u>403-1203-12970</u>	PPRF-4968 PROGRAM FUNDS	\$ 1,021,119.23	\$ 222.65	\$ 1,021,341.88
<u>403-1203-12971</u>	PPRF-4967 RESERVE	\$ 51,452.22	\$ 218.41	\$ 51,670.63
<u>403-1203-12995</u>	PPRF-4895 OPERATING	\$ 9,082.34	\$ 8,757.02	\$ 17,839.36
<u>403-1203-12996</u>	PPRF-4895 PROGRAM FUNDS	\$ -	\$ -	\$ -
<u>502-3601-12118</u>	CHANGE FUND UTILITY OFFICE	\$ 600.00	\$ -	\$ 600.00
<u>503-3702-12120</u>	NM STO/INVESTMENT ELECTRIC	\$ -	\$ -	\$ -
<u>505-3904-12120</u>	NM STO/ INVESTMENT SOLID WASTE	\$ 424,206.95	\$ 109.07	\$ 424,316.02
<u>508-4303-12118</u>	CHANGE FUND GOLF COURSE	\$ 100.00	\$ -	\$ 100.00
<u>509-4403-12118</u>	CHANGE FUND AIRPORT	\$ 300.00	\$ -	\$ 300.00
TOTAL CATEGORY 12		\$ 2,220,451.77		\$ 2,525,341.36
TOTAL ALL CASH BALANCES		\$ 12,743,232.70	\$ 3,046,983.88	\$ 15,790,216.58

CITY OF TRUTH OR CONSEQUENCES

REVENUE REPORT

NOVEMBER 2021

City of Truth or Consequences
Revenue Comparison as of 11/30/2021 and 11/30/2020
Major Funds

Fund	Current Total Budget	Amount Received	Percent Received	Prior Year Budgeted	Amount Received	Percent Received	Notes	2021 Compared 2020
	2021-22	As of 11/30/21	5 out of 12 months: 41.67%	2020-21 (Prior Year)	As of 11/30/20 (Prior Year)	5 out of 12 months: 41.67%		
101 - General	\$ 4,094,265.00	\$ 1,720,720.44	42.03%	\$ 4,575,044.00	\$ 1,460,222.30	31.92%	Above this time last year	\$ 260,498.14
214 - Lodgers Tax	\$ 300,800.00	\$ 164,944.30	54.84%	\$ 352,400.00	\$ 120,078.36	34.07%	Above this time last year	\$ 44,865.94
216 - Muni Street	\$ 598,556.00	\$ 292,279.77	48.83%	\$ 561,348.00	\$ 154,427.15	29.91%	Above this time last year	\$ 137,852.62
295 - Muni Pool	\$ 6,500.00	\$ 9,476.75	145.80%	\$ 5,750.00	\$ -	0.00%	Above this time last year	\$ 9,476.75
296 - PD GRT	\$ 300,200.00	\$ 164,370.83	54.75%	\$ 350,265.00	\$ 124,504.49	35.55%	Above this time last year	\$ 39,866.34
501 - Cemetary	\$ 8,520.00	\$ 6,268.59	73.58%	\$ 8,014.00	\$ 4,238.23	52.89%	Above this time last year	\$ 2,030.36
502 - Util Office - Pool	\$ 43,800.00	\$ 41,328.87	94.36%	\$ 58,500.00	\$ 9,264.00	15.84%	Above this time last year	\$ 32,064.87
503 - Electric	\$ 7,372,173.00	\$ 3,114,796.70	42.25%	\$ 7,328,874.00	\$ 3,432,156.44	46.83%	Below this time last year	\$ (317,359.74)
504 - Water	\$ 1,504,430.00	\$ 674,549.75	44.84%	\$ 1,093,558.00	\$ 649,773.21	59.42%	Below this time last year	\$ 24,776.54
505 - Solid Waste	\$ 2,312,956.00	\$ 1,028,665.37	44.47%	\$ 2,224,413.00	\$ 921,568.79	41.43%	Above this time last year	\$ 107,096.58
506 - WWTP	\$ 1,164,625.00	\$ 518,490.96	44.52%	\$ 1,187,150.00	\$ 484,023.19	40.77%	Above this time last year	\$ 34,467.77
508 - Golf Course	\$ 41,515.00	\$ 28,528.35	68.72%	\$ 36,346.00	\$ 15,299.51	42.09%	Above this time last year	\$ 13,228.84
509 - Muni Airport	\$ 223,225.00	\$ 102,029.24	45.71%	\$ 217,806.00	\$ 65,096.63	29.89%	Above this time last year	\$ 36,932.61
600 - Internal Serv	\$ 10,000.00	\$ 7,314.45	73.14%	\$ 8,500.00	\$ 4,488.07	52.80%	Above this time last year	\$ 2,826.38



Truth or Consequences

REVENUE REPORT

Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Fund: 101 - General Revenue

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101-1099-30311 FRANCHISE TAX	53,000.00	53,000.00	77.77	16,569.77	0.00	-36,430.23	68.74 %
101-1099-30312 GROSS RECEIPTS (HOSPITAL)	265,000.00	265,000.00	25,116.90	123,008.17	0.00	-141,991.83	53.58 %
101-1099-30313 GROSS RECEIPTS-INFRA 1/8	177,000.00	177,000.00	16,875.42	82,423.31	0.00	-94,576.69	53.43 %
101-1099-30314 GROSS RECEIPTS-MUN.GEN.	1,128,500.00	1,128,500.00	108,839.90	533,035.43	0.00	-595,464.57	52.77 %
101-1099-30315 GROSS RECEIPTS- H.B. 6	23,734.00	23,734.00	0.00	23,773.38	0.00	39.38	100.17 %
101-1099-30318 PROPERTY-CURRENT	178,000.00	178,000.00	356.54	7,147.26	0.00	-170,852.74	95.98 %
101-1099-30319 PROPERTY-PRIOR YEAR	13,600.00	13,600.00	247.97	2,334.05	0.00	-11,265.95	82.84 %
101-1099-30325 GROSS RECEIPTS-MUN.DIST	1,763,000.00	1,763,000.00	166,399.48	817,376.64	0.00	-945,623.36	53.64 %
101-1099-30326 MOTOR VEHICLE-REGIST.	22,000.00	22,000.00	2,020.36	10,250.20	0.00	-11,749.80	53.41 %
101-1099-30394 LODGERS TAX ADMIN FEE	15,000.00	15,000.00	0.00	0.00	0.00	-15,000.00	100.00 %
101-1099-31385 JAF GRANT	10,000.00	10,000.00	0.00	3,811.51	0.00	-6,188.49	61.88 %
101-1099-32365 AOC/JID COMPUTER SYSTEM	12,500.00	12,500.00	0.00	17,821.18	0.00	5,321.18	142.57 %
101-1099-32381 NM BEAUTIFICATION GRANT	3,534.00	5,041.00	0.00	0.00	0.00	-5,041.00	100.00 %
101-1099-32387 OBD/DWI SATURATION	13,000.00	13,000.00	0.00	2,867.52	0.00	-10,132.48	77.94 %
101-1099-32392 STATE-SMALL CITIES ASSIST	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	100.00 %
101-1099-33331 ANIMAL LICENSES	1,500.00	1,500.00	272.00	564.00	0.00	-936.00	62.40 %
101-1099-33334 BUSINESS LICENSE/REGIST.	18,000.00	18,000.00	1,015.00	1,890.00	0.00	-16,110.00	89.50 %
101-1099-33335 LIQUOR LICENSES	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	100.00 %
101-1099-33338 OTHER LICENSES & PERMITS	3,000.00	3,000.00	635.00	1,625.00	0.00	-1,375.00	45.83 %
101-1099-34343 ANIMAL POUND FEES	63,708.00	63,708.00	6,730.75	33,372.15	0.00	-30,335.85	47.62 %
101-1099-34346 PRINTING/COPYING FEES	2,000.00	2,000.00	144.50	584.49	0.00	-1,415.51	70.78 %
101-1099-34348 RENT OF PUBLIC FACILITIES	70,000.00	70,000.00	4,418.75	25,401.75	0.00	-44,598.25	63.71 %
101-1099-34355 OTHER CHARGES FOR SERVICE	8,000.00	8,000.00	117.00	5,486.88	0.00	-2,513.12	31.41 %
101-1099-34376 WILLIAMSBURG PATROL - TORC PD	10,000.00	10,000.00	0.00	2,500.00	0.00	-7,500.00	75.00 %
101-1099-35362 COURT FINES OTHER	3,000.00	3,000.00	561.00	2,165.00	0.00	-835.00	27.83 %
101-1099-36373 INTEREST INCOME	800.00	800.00	107.91	537.49	0.00	-262.51	32.81 %
101-1099-36410 NM STO INVESTMENT INCOME	0.00	0.00	5.41	27.26	0.00	27.26	0.00 %
101-1099-37371 DONATION	26,500.00	26,882.00	0.00	5,382.00	0.00	-21,500.00	79.98 %
101-1099-37380 MISCELLANEOUS REVENUE	0.00	0.00	3.00	766.00	0.00	766.00	0.00 %
101-1099-37384 COMMUNICATIONS USE LEASE REIMB	4,000.00	4,000.00	0.00	0.00	0.00	-4,000.00	100.00 %
Revenue Total:	4,092,376.00	4,094,265.00	333,944.66	1,720,720.44	0.00	-2,373,544.56	57.97 %
Fund: 101 - General Total:	4,092,376.00	4,094,265.00	333,944.66	1,720,720.44	0.00	-2,373,544.56	57.97 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 201 - Corrections								
Revenue								
201-1903-35361	LOCAL CORRECTION FEE (10)-CORR FUND	4,000.00	4,000.00	600.00	2,400.00	0.00	-1,600.00	40.00 %
201-1903-35363	JUDICIAL EDUCATION FEES	500.00	500.00	90.00	354.00	0.00	-146.00	29.20 %
201-1903-35365	COURT AUTOMATION FEES	1,000.00	1,000.00	180.00	718.00	0.00	-282.00	28.20 %
	Revenue Total:	5,500.00	5,500.00	870.00	3,472.00	0.00	-2,028.00	36.87 %
	Fund: 201 - Corrections Total:	5,500.00	5,500.00	870.00	3,472.00	0.00	-2,028.00	36.87 %
Fund: 209 - Fire								
Revenue								
209-1603-32388	STATE-FIRE ALLOTMENT-STATE FIRE FD	326,428.00	308,824.00	0.00	154,412.00	0.00	-154,412.00	50.00 %
209-1603-36373	INTEREST INCOME	1,000.00	500.00	43.84	192.58	0.00	-307.42	61.48 %
209-1603-38387	GRANT COUNCIL-REVENUE	0.00	0.00	300,000.00	300,000.00	0.00	300,000.00	0.00 %
	Revenue Total:	327,428.00	309,324.00	300,043.84	454,604.58	0.00	145,280.58	46.97 %
	Fund: 209 - Fire Total:	327,428.00	309,324.00	300,043.84	454,604.58	0.00	145,280.58	46.97 %
Fund: 211 - Law Enforce Prot								
Revenue								
211-2003-32389	STATE-LAW ENFORCEMENT DFA-LAW ENF P	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
	Revenue Total:	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
	Fund: 211 - Law Enforce Prot Total:	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
Fund: 214 - Lodgers Tax								
Revenue								
214-2503-30318	PROMOTION/ADVERTISG 60%-LODGERS TAX	150,000.00	150,000.00	17,795.88	82,361.47	0.00	-67,638.53	45.09 %
214-2503-30319	NON-PROMOTION FUND (40%-LODGERS TA	100,000.00	100,000.00	11,863.90	54,907.60	0.00	-45,092.40	45.09 %
214-2503-35317	LATE PENALTIES-LODGERS TAX FUND	500.00	500.00	0.00	0.00	0.00	-500.00	100.00 %
214-2503-36373	INTEREST INCOME	300.00	300.00	48.73	229.44	0.00	-70.56	23.52 %
214-2503-37323	1% CONVENTION CENTER FEE	50,000.00	50,000.00	5,928.95	27,445.79	0.00	-22,554.21	45.11 %
	Revenue Total:	300,800.00	300,800.00	35,637.46	164,944.30	0.00	-135,855.70	45.16 %
	Fund: 214 - Lodgers Tax Total:	300,800.00	300,800.00	35,637.46	164,944.30	0.00	-135,855.70	45.16 %
Fund: 216 - Muni Street								
Revenue								
216-4503-30313	GRT 20% STREET FUND	349,000.00	349,000.00	33,489.22	164,010.90	0.00	-184,989.10	53.01 %
216-4503-30324	GASOLINE(1CT)STREET/ROAD-STREET MNT	75,000.00	75,000.00	5,382.70	42,884.95	0.00	-32,115.05	42.82 %
216-4503-32385	STATE-LGRF (SHTD)-STREET MAINT	61,988.00	61,988.00	0.00	61,988.00	0.00	0.00	0.00 %
216-4503-36373	INTEREST INCOME	360.00	360.00	50.07	214.37	0.00	-145.63	40.45 %
216-4503-37374	SURPLUS AUCTION PROCEEDS	0.00	12,208.00	0.00	12,207.50	0.00	-0.50	0.00 %
216-4503-37380	Miscellaneous Revenue	0.00	0.00	2,432.41	10,974.05	0.00	10,974.05	0.00 %

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216-7018-32386	NMDOT GRANT	0.00	100,000.00	0.00	0.00	0.00	-100,000.00	100.00 %
	Revenue Total:	486,348.00	598,556.00	41,354.40	292,279.77	0.00	-306,276.23	51.17 %
	Fund: 216 - Muni Street Total:	486,348.00	598,556.00	41,354.40	292,279.77	0.00	-306,276.23	51.17 %
Fund: 217 - Recreation								
Revenue								
217-1703-36373	INTEREST INCOME	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
	Revenue Total:	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
	Fund: 217 - Recreation Total:	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
Fund: 260 - Fiscal Recovery Funds								
Revenue								
260-2002-31375	Federal Grants/Loans	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
	Revenue Total:	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
	Fund: 260 - Fiscal Recovery Funds Total:	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
Fund: 293 - Vet Wall Perp								
Revenue								
293-5103-37388	COLUMBARIUM REVENUES	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
	Revenue Total:	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
	Fund: 293 - Vet Wall Perp Total:	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
Fund: 294 - State Library								
Revenue								
294-5003-32393	STATE LIBRARY GRANT- STATE LIBRARY	42,241.00	42,241.00	0.00	0.00	0.00	-42,241.00	100.00 %
294-5003-32394	STATE GRANT IN AID-STATE LIBRARY	0.00	14,570.00	0.00	0.00	0.00	-14,570.00	100.00 %
294-5003-37371	CONTRIBUTIONS/DONATIONS-ST LIBRARY	1,000.00	1,000.00	130.45	608.95	0.00	-391.05	39.11 %
	Revenue Total:	43,241.00	57,811.00	130.45	608.95	0.00	-57,202.05	98.95 %
	Fund: 294 - State Library Total:	43,241.00	57,811.00	130.45	608.95	0.00	-57,202.05	98.95 %
Fund: 295 - Muni Pool								
Revenue								
295-4803-30315	GRT	700.00	700.00	18.50	350.75	0.00	-349.25	49.89 %
295-4803-34351	SWIMMING POOL PROCEEDS	5,000.00	5,000.00	351.50	6,664.25	0.00	1,664.25	133.29 %
295-4803-34355	POOL DEPOSIT/RENTAL	800.00	800.00	0.00	2,390.00	0.00	1,590.00	298.75 %
295-4803-37371	DONATION	0.00	0.00	71.75	71.75	0.00	71.75	0.00 %
	Revenue Total:	6,500.00	6,500.00	441.75	9,476.75	0.00	2,976.75	45.80 %
	Fund: 295 - Muni Pool Total:	6,500.00	6,500.00	441.75	9,476.75	0.00	2,976.75	45.80 %
Fund: 296 - PD GRT								
Revenue								
296-2403-30316	1/4% MGRT (POLICE)	300,000.00	300,000.00	33,489.21	164,010.90	0.00	-135,989.10	45.33 %

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296-2403-36373	INTEREST INCOME	200.00	200.00	80.04	359.93	0.00	159.93	179.97 %
	Revenue Total:	300,200.00	300,200.00	33,569.25	164,370.83	0.00	-135,829.17	45.25 %
	Fund: 296 - PD GRT Total:	300,200.00	300,200.00	33,569.25	164,370.83	0.00	-135,829.17	45.25 %
Fund: 297 - PD Confidential Revenue								
297-2203-36373	INTEREST INCOME	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
	Revenue Total:	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
	Fund: 297 - PD Confidential Total:	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
Fund: 298 - PD Donations Revenue								
298-2103-37394	PD DONATIONS	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	126.64 %
	Revenue Total:	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	26.64 %
	Fund: 298 - PD Donations Total:	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	26.64 %
Fund: 299 - SPECIAL REVENUE FUNDS Revenue								
299-9999-36373	INTEREST	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
	Revenue Total:	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
	Fund: 299 - SPECIAL REVENUE FUNDS Total:	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
Fund: 301 - Impact Fees Account Revenue								
301-3503-34374	WATER IMPACT FEE	800.00	800.00	0.00	0.00	0.00	-800.00	100.00 %
301-3503-34375	WASTE WATER IMPACT FEES	800.00	800.00	0.00	0.00	0.00	-800.00	100.00 %
301-3503-36373	INTEREST INCOME	50.00	50.00	5.33	25.42	0.00	-24.58	49.16 %
301-3503-36411	INVESTMENT INTEREST	270.00	270.00	64.20	128.36	0.00	-141.64	52.46 %
	Revenue Total:	1,920.00	1,920.00	69.53	153.78	0.00	-1,766.22	91.99 %
	Fund: 301 - Impact Fees Account Total:	1,920.00	1,920.00	69.53	153.78	0.00	-1,766.22	91.99 %
Fund: 304 - Senior Grants Revenue								
304-4903-32314	EQUIPMENT VEHICLE SJOA GRANT REIMB	105,413.00	105,413.00	0.00	0.00	0.00	-105,413.00	100.00 %
304-4903-32315	BUILDING RENOVATIONS SJOA REIMB	154,000.00	154,000.00	0.00	0.00	0.00	-154,000.00	100.00 %
	Revenue Total:	259,413.00	259,413.00	0.00	0.00	0.00	-259,413.00	100.00 %
	Fund: 304 - Senior Grants Total:	259,413.00	259,413.00	0.00	0.00	0.00	-259,413.00	100.00 %
Fund: 305 - CI Gen Revenue								
305-6003-36373	INTEREST INCOME	13.00	13.00	7.20	35.15	0.00	22.15	270.38 %
	Revenue Total:	13.00	13.00	7.20	35.15	0.00	22.15	170.38 %
	Fund: 305 - CI Gen Total:	13.00	13.00	7.20	35.15	0.00	22.15	170.38 %

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Fund: 306 - CI Jt Uti								
Revenue								
306-6103-36373	INTEREST INCOME	300.00	300.00	23.62	113.01	0.00	-186.99	62.33 %
306-6103-38372	REIMBURSEMENTS/REFUNDS	296,656.00	296,656.00	0.00	0.00	0.00	-296,656.00	100.00 %
	Revenue Total:	296,956.00	296,956.00	23.62	113.01	0.00	-296,842.99	99.96 %
	Fund: 306 - CI Jt Uti Total:	296,956.00	296,956.00	23.62	113.01	0.00	-296,842.99	99.96 %
Fund: 311 - R&R Sewer								
Revenue								
311-8103-36411	INVESTMENT INTEREST-R&R SEWER CD	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
	Revenue Total:	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
	Fund: 311 - R&R Sewer Total:	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
Fund: 312 - R&R Airport								
Revenue								
312-7006-31375	Federal Grants/Loans	39,466.00	27,547.00	0.00	67,791.42	0.00	40,244.42	246.09 %
312-7006-32375	OTHER STATE GRANTS	11,919.00	0.00	0.00	0.00	0.00	0.00	0.00 %
312-7013-31375	FEDERAL GRANTS/LOANS	0.00	347,631.00	0.00	281,993.34	0.00	-65,637.66	18.88 %
312-7013-32375	OTHER STATE GRANTS	0.00	18,586.00	0.00	0.00	0.00	-18,586.00	100.00 %
312-7014-32375	OTHER STATE GRANTS	0.00	20,000.00	0.00	0.00	0.00	-20,000.00	100.00 %
312-7015-32375	OTHER STATE GRANTS	0.00	135,500.00	0.00	0.00	0.00	-135,500.00	100.00 %
	Revenue Total:	51,385.00	549,264.00	0.00	349,784.76	0.00	-199,479.24	36.32 %
	Fund: 312 - R&R Airport Total:	51,385.00	549,264.00	0.00	349,784.76	0.00	-199,479.24	36.32 %
Fund: 313 - R&R Water								
Revenue								
313-8503-36411	INVESTMENT INTEREST-R&R WATER CD	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
	Revenue Total:	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
	Fund: 313 - R&R Water Total:	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
Fund: 315 - CI Reserve								
Revenue								
315-8001-38387	LOAN PROCEEDS	297,000.00	297,000.00	0.00	68,510.44	0.00	-228,489.56	76.93 %
315-8004-38387	LOAN PROCEEDS	150,000.00	150,000.00	0.00	54,306.28	0.00	-95,693.72	63.80 %
315-8005-38387	LOAN PROCEEDS	60,000.00	60,000.00	0.00	0.00	0.00	-60,000.00	100.00 %
315-8006-38387	LOAN PROCEEDS	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00	0.00 %
315-8007-38387	LOAN PROCEEDS	450,000.00	450,000.00	0.00	401,274.74	0.00	-48,725.26	10.83 %
315-8008-38387	LOAN PROCEEDS	26,263.00	26,263.00	0.00	8,334.66	0.00	-17,928.34	68.26 %
315-9003-36373	INTEREST INCOME	700.00	700.00	82.50	344.77	0.00	-355.23	50.75 %
315-9003-36411	INVESTMENT INTEREST-C.I. RESERVE CD	5,800.00	5,800.00	0.00	2,626.25	0.00	-3,173.75	54.72 %
	Revenue Total:	1,024,763.00	1,024,763.00	82.50	570,397.14	0.00	-454,365.86	44.34 %
	Fund: 315 - CI Reserve Total:	1,024,763.00	1,024,763.00	82.50	570,397.14	0.00	-454,365.86	44.34 %

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Fund: 316 - Emergency Reserve								
Revenue								
316-9103-36373	INTEREST INCOME	100.00	100.00	10.73	49.56	0.00	-50.44	50.44 %
316-9103-36411	INVESTMENT INTEREST-E.R. RESERVE CD	230.00	230.00	0.00	104.88	0.00	-125.12	54.40 %
	Revenue Total:	330.00	330.00	10.73	154.44	0.00	-175.56	53.20 %
	Fund: 316 - Emergency Reserve Total:	330.00	330.00	10.73	154.44	0.00	-175.56	53.20 %
Fund: 317 - WW Reserve								
Revenue								
317-9203-36373	INTEREST INCOME	100.00	100.00	10.38	47.01	0.00	-52.99	52.99 %
317-9203-36411	INVESTMENT INTEREST-WWR RESERVE CD	540.00	540.00	0.00	262.64	0.00	-277.36	51.36 %
	Revenue Total:	640.00	640.00	10.38	309.65	0.00	-330.35	51.62 %
	Fund: 317 - WW Reserve Total:	640.00	640.00	10.38	309.65	0.00	-330.35	51.62 %
Fund: 318 - Elec Const Reserve								
Revenue								
318-9303-36373	INTEREST INCOME	85.00	85.00	1.06	3.69	0.00	-81.31	95.66 %
318-9303-36411	INVESTMENT INTEREST-E.C. RESERVE CD	1,500.00	1,500.00	0.00	795.84	0.00	-704.16	46.94 %
	Revenue Total:	1,585.00	1,585.00	1.06	799.53	0.00	-785.47	49.56 %
	Fund: 318 - Elec Const Reserve Total:	1,585.00	1,585.00	1.06	799.53	0.00	-785.47	49.56 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS								
Revenue								
320-6603-31375	FEDERAL GRANTS	3,190,150.00	3,960,000.00	0.00	146,681.70	0.00	-3,813,318.30	96.30 %
320-6603-38387	LOAN PROCEEDS	5,457,000.00	4,687,150.00	0.00	0.00	0.00	-4,687,150.00	100.00 %
320-7017-31375	Federal Grants/Loans	0.00	2,720,000.00	0.00	0.00	0.00	-2,720,000.00	100.00 %
320-7017-38387	LOAN PROCEEDS	0.00	4,811,000.00	0.00	0.00	0.00	-4,811,000.00	100.00 %
	Revenue Total:	8,647,150.00	16,178,150.00	0.00	146,681.70	0.00	-16,031,468.30	99.09 %
	Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	16,178,150.00	0.00	146,681.70	0.00	-16,031,468.30	99.09 %
Fund: 360 - NMFA PROJECTS								
Revenue								
360-7000-32700	OTHER STATE GRANTS	20,555.00	20,555.00	0.00	0.00	0.00	-20,555.00	100.00 %
360-7000-38387	LOAN PROCEEDS	9,000.00	9,000.00	0.00	0.00	0.00	-9,000.00	100.00 %
360-7009-32700	OTHER STATE GRANTS	900,000.00	900,000.00	0.00	0.00	0.00	-900,000.00	100.00 %
360-7009-38387	LOAN PROCEEDS	100,000.00	100,000.00	0.00	0.00	0.00	-100,000.00	100.00 %
360-7011-32700	OTHER STATE GRANTS	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
360-7012-32700	OTHER STATE GRANTS	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
360-7016-38387	LOAN PROCEEDS	0.00	1,320,907.00	0.00	0.00	0.00	-1,320,907.00	100.00 %
	Revenue Total:	1,129,555.00	2,450,462.00	0.00	0.00	0.00	-2,450,462.00	100.00 %
	Fund: 360 - NMFA PROJECTS Total:	1,129,555.00	2,450,462.00	0.00	0.00	0.00	-2,450,462.00	100.00 %

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Fund: 370 - WATER TRUST BOARD PROJECTS								
Revenue								
370-7008-32375	STATE WATER TRUST BOARD GRANTS	384,688.00	384,688.00	0.00	0.00	0.00	-384,688.00	100.00 %
370-7008-38387	LOAN PROCEEDS	256,458.00	256,458.00	0.00	0.00	0.00	-256,458.00	100.00 %
	Revenue Total:	641,146.00	641,146.00	0.00	0.00	0.00	-641,146.00	100.00 %
	Fund: 370 - WATER TRUST BOARD PROJECTS Total:	641,146.00	641,146.00	0.00	0.00	0.00	-641,146.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Revenue								
380-7001-32375	OTHER STATE GRANTS	100,000.00	100,000.00	0.00	0.00	0.00	-100,000.00	100.00 %
380-7001-38387	LOAN PROCEEDS	373,000.00	373,000.00	0.00	0.00	0.00	-373,000.00	100.00 %
380-7002-32375	OTHER STATE GRANTS	620,542.00	620,542.00	0.00	0.00	0.00	-620,542.00	100.00 %
380-7002-38387	LOAN PROCEEDS	510,741.00	510,741.00	0.00	0.00	0.00	-510,741.00	100.00 %
380-7005-31380	STATE CO-OP DOT	19,705.00	19,705.00	0.00	0.00	0.00	-19,705.00	100.00 %
	Revenue Total:	1,623,988.00	1,623,988.00	0.00	0.00	0.00	-1,623,988.00	100.00 %
	Fund: 380 - OTHER STATE FUNDED PROJECTS Total:	1,623,988.00	1,623,988.00	0.00	0.00	0.00	-1,623,988.00	100.00 %
Fund: 403 - Pledge State								
Revenue								
403-1203-32386	GRT INTERCEPTED	300,000.00	300,000.00	35,935.36	179,676.80	0.00	-120,323.20	40.11 %
403-1203-32388	INTERCEPTED FIRE MARSHAL	28,311.00	28,311.00	0.00	28,379.00	0.00	68.00	100.24 %
403-1203-36373	INTEREST INCOME	100.00	100.00	17.64	52.73	0.00	-47.27	47.27 %
403-1203-36410	INVESTMENT INCOME	12,000.00	12,000.00	0.00	2,522.81	0.00	-9,477.19	78.98 %
403-1203-36411	INVESTMENT INTEREST-PLEDGE STATE CD	1,600.00	1,600.00	0.00	376.37	0.00	-1,223.63	76.48 %
	Revenue Total:	342,011.00	342,011.00	35,953.00	211,007.71	0.00	-131,003.29	38.30 %
	Fund: 403 - Pledge State Total:	342,011.00	342,011.00	35,953.00	211,007.71	0.00	-131,003.29	38.30 %
Fund: 501 - Cemetary								
Revenue								
501-1803-34355	OTHER CHARGES FOR SERVICE-CEMETERY	8,500.00	8,500.00	1,850.00	6,260.00	0.00	-2,240.00	26.35 %
501-1803-36373	INTEREST INCOME	20.00	20.00	1.86	8.59	0.00	-11.41	57.05 %
	Revenue Total:	8,520.00	8,520.00	1,851.86	6,268.59	0.00	-2,251.41	26.43 %
	Fund: 501 - Cemetary Total:	8,520.00	8,520.00	1,851.86	6,268.59	0.00	-2,251.41	26.43 %
Fund: 502 - Util Office - Pool								
Revenue								
502-3601-34376	SALES-OTHER-JOINT UTILITY	0.00	0.00	100.00	100.00	0.00	100.00	0.00 %
502-3601-35330	RETURNED CHECK CHARGE	1,500.00	1,500.00	52.50	277.50	0.00	-1,222.50	81.50 %
502-3601-35355	RED TAG FEES-JOINT UTILITY	40,000.00	40,000.00	5,129.28	29,810.42	0.00	-10,189.58	25.47 %
502-3601-36373	INTEREST INCOME	2,300.00	2,300.00	340.90	1,554.68	0.00	-745.32	32.41 %
502-3601-37380	Miscellaneous Revenue	0.00	0.00	1,562.12	9,516.27	0.00	9,516.27	0.00 %

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502-3601-37416	CASH OVER/SHORT	0.00	0.00	-20.00	70.00	0.00	70.00	0.00 %
	Revenue Total:	43,800.00	43,800.00	7,164.80	41,328.87	0.00	-2,471.13	5.64 %
	Fund: 502 - Util Office - Pool Total:	43,800.00	43,800.00	7,164.80	41,328.87	0.00	-2,471.13	5.64 %
Fund: 503 - Electric								
Revenue								
503-3702-30161	GROSS RECEIPTS-YD-JOINT UTILITY	933.00	933.00	65.02	352.97	0.00	-580.03	62.17 %
503-3702-30162	GROSS RECEIPTS-EL-JOINT UTILITY	478,667.00	478,667.00	28,953.77	200,053.95	0.00	-278,613.05	58.21 %
503-3702-34521	UTILITIES SERVICES-YD LGHT-ELEC DIV	18,873.00	18,873.00	1,238.29	7,738.00	0.00	-11,135.00	59.00 %
503-3702-34522	UTILITIES SERVICES-ELEC DIVISION	6,800,000.00	6,800,000.00	410,145.94	2,891,063.46	0.00	-3,908,936.54	57.48 %
503-3702-34532	UTILITIES SVC CONN-ELECTRIC DIV	21,200.00	21,200.00	1,559.79	7,188.80	0.00	-14,011.20	66.09 %
503-3702-34772	M&J CONSTRUCTION-ELECTRIC DIVISION	20,000.00	20,000.00	1,818.85	4,259.75	0.00	-15,740.25	78.70 %
503-3702-35542	NON-PAYMT PENALTY 8%-ELEC DIVISION	6,000.00	6,000.00	494.61	4,123.39	0.00	-1,876.61	31.28 %
503-3702-36410	NM STO INVESTMENT INCOME	0.00	0.00	0.00	16.38	0.00	16.38	0.00 %
503-3702-37380	MISCELLANEOUS INCOME	1,500.00	1,500.00	0.00	0.00	0.00	-1,500.00	100.00 %
503-3702-37426	MISC (POLE RENTALS, ETC.)-ELEC	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	100.00 %
	Revenue Total:	7,372,173.00	7,372,173.00	444,276.27	3,114,796.70	0.00	-4,257,376.30	57.75 %
	Fund: 503 - Electric Total:	7,372,173.00	7,372,173.00	444,276.27	3,114,796.70	0.00	-4,257,376.30	57.75 %
Fund: 504 - Water								
Revenue								
504-3803-30153	GOVERNMENTAL GROSS RECEIPTS-WA	61,019.00	62,819.00	4,603.24	27,026.54	0.00	-35,792.46	56.98 %
504-3803-34523	UTILITIES SERVICES-WATER DIVISION	1,372,093.00	1,411,338.00	100,778.11	625,598.24	0.00	-785,739.76	55.67 %
504-3803-34533	UTILITIES SVC CONN-WATER DIVISION	9,391.00	10,202.00	989.91	4,672.28	0.00	-5,529.72	54.20 %
504-3803-34553	NEW INSTALLATIONS-WATER DIVISION	6,432.00	15,432.00	2,755.90	7,358.47	0.00	-8,073.53	52.32 %
504-3803-34773	M&J CONSTRUCTION WATER DIVISION	0.00	0.00	0.00	7,048.11	0.00	7,048.11	0.00 %
504-3803-35543	NON-PAYMENT PENALTY 8%-WATER DIVISI	4,033.00	4,639.00	552.19	2,846.11	0.00	-1,792.89	38.65 %
	Revenue Total:	1,452,968.00	1,504,430.00	109,679.35	674,549.75	0.00	-829,880.25	55.16 %
	Fund: 504 - Water Total:	1,452,968.00	1,504,430.00	109,679.35	674,549.75	0.00	-829,880.25	55.16 %
Fund: 505 - Solid Waste								
Revenue								
505-3904-30154	GOVT. GROSS RECEIPTS-TR-JT UTILITY	79,931.00	79,931.00	5,785.72	31,996.51	0.00	-47,934.49	59.97 %
505-3904-30312	GROSS RECEIPTS - ENVIRONMENTAL	87,700.00	87,700.00	8,241.48	40,594.42	0.00	-47,105.58	53.71 %
505-3904-30315	GOVT GROSS RECEIPTS TAX	10,000.00	10,000.00	931.22	5,320.77	0.00	-4,679.23	46.79 %
505-3904-34355	TRANSFER STATION REVENUE	500,000.00	500,000.00	65,332.10	234,743.73	0.00	-265,256.27	53.05 %
505-3904-34524	UTILITIES SERVICES-SOLID WASTE DIVI	1,598,625.00	1,598,625.00	125,847.71	697,748.12	0.00	-900,876.88	56.35 %
505-3904-35544	NON-PAYMENT PENALTY 8%-SOLID WASTE	4,000.00	4,000.00	313.24	3,767.66	0.00	-232.34	5.81 %
505-3904-36410	NM STO INVESTMENT INCOME	700.00	700.00	21.64	109.07	0.00	-590.93	84.42 %
505-3904-37546	MISC(RECYCLING)-SOLID WASTE DIVIS	32,000.00	32,000.00	5,452.59	14,385.09	0.00	-17,614.91	55.05 %
	Revenue Total:	2,312,956.00	2,312,956.00	211,925.70	1,028,665.37	0.00	-1,284,290.63	55.53 %
	Fund: 505 - Solid Waste Total:	2,312,956.00	2,312,956.00	211,925.70	1,028,665.37	0.00	-1,284,290.63	55.53 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 506 - WWTP								
Revenue								
506-4005-30155	GOVT. GROSS RECEIPTS-SW-JT UTILITY	55,125.00	55,125.00	3,664.55	21,099.55	0.00	-34,025.45	61.72 %
506-4005-34525	UTILITIES SERVICES-SW-WASTEWATER	1,102,500.00	1,102,500.00	81,928.63	490,655.32	0.00	-611,844.68	55.50 %
506-4005-34555	NEW INSTALLATIONS-SEWER-WASTEWATER	4,000.00	4,000.00	732.38	4,394.27	0.00	394.27	109.86 %
506-4005-35545	NON-PAYMENT PENALTY 8%-WASTEWATER D	3,000.00	3,000.00	539.00	2,341.82	0.00	-658.18	21.94 %
	Revenue Total:	1,164,625.00	1,164,625.00	86,864.56	518,490.96	0.00	-646,134.04	55.48 %
	Fund: 506 - WWTP Total:	1,164,625.00	1,164,625.00	86,864.56	518,490.96	0.00	-646,134.04	55.48 %
Fund: 508 - Golf Course								
Revenue								
508-4303-30315	GOVT. GROSS RECEIPTS TAX-GOLF COURS	2,000.00	2,000.00	259.50	1,333.93	0.00	-666.07	33.30 %
508-4303-34376	SALES OTHER - GOLF PRO SHOP	0.00	0.00	137.75	228.00	0.00	228.00	0.00 %
508-4303-36373	INTEREST INCOME	15.00	15.00	2.68	10.18	0.00	-4.82	32.13 %
508-4303-37316	MISC INCOME-GOLF COURSE	36,000.00	36,000.00	4,791.82	25,179.24	0.00	-10,820.76	30.06 %
508-4303-37356	EXPANSION/IMPROVEMENT FEES	3,500.00	3,500.00	99.00	1,777.00	0.00	-1,723.00	49.23 %
	Revenue Total:	41,515.00	41,515.00	5,290.75	28,528.35	0.00	-12,986.65	31.28 %
	Fund: 508 - Golf Course Total:	41,515.00	41,515.00	5,290.75	28,528.35	0.00	-12,986.65	31.28 %
Fund: 509 - Muni Airport								
Revenue								
509-4403-30420	GOVERNMENTAL TAX - 5%-AIRPORT	5,500.00	5,500.00	0.00	2,054.65	0.00	-3,445.35	62.64 %
509-4403-31375	Federal Grants/Loans	0.00	22,000.00	0.00	0.00	0.00	-22,000.00	100.00 %
509-4403-34348	HANGER RENTALS-AIRPORT	35,000.00	35,000.00	2,130.00	10,800.00	0.00	-24,200.00	69.14 %
509-4403-34375	RENTS/ROYALTIES-AIRPORT	1,500.00	1,500.00	125.00	625.00	0.00	-875.00	58.33 %
509-4403-34411	T HANGAR RENT	9,000.00	9,000.00	0.00	3,030.00	0.00	-5,970.00	66.33 %
509-4403-34414	AVIATION FUEL SALES-AIRPORT	65,000.00	65,000.00	0.00	19,158.57	0.00	-45,841.43	70.53 %
509-4403-34415	OIL SALES-AIRPORT	200.00	200.00	0.00	60.00	0.00	-140.00	70.00 %
509-4403-34416	JET FUEL SALES-AIRPORT	85,000.00	85,000.00	0.00	66,283.15	0.00	-18,716.85	22.02 %
509-4403-36373	INTEREST INCOME	25.00	25.00	2.62	17.87	0.00	-7.13	28.52 %
	Revenue Total:	201,225.00	223,225.00	2,257.62	102,029.24	0.00	-121,195.76	54.29 %
	Fund: 509 - Muni Airport Total:	201,225.00	223,225.00	2,257.62	102,029.24	0.00	-121,195.76	54.29 %
Fund: 600 - Internal Serv								
Revenue								
600-7003-34376	FUEL & PARTS SALES-INTERNAL SERVICE	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
	Revenue Total:	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
	Fund: 600 - Internal Serv Total:	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
	Report Total:	32,930,714.00	42,470,475.00	1,655,781.02	10,358,038.10	0.00	-32,112,436.90	75.61 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - General							
Revenue	4,092,376.00	4,094,265.00	333,944.66	1,720,720.44	0.00	-2,373,544.56	57.97 %
Fund: 101 - General Total:	4,092,376.00	4,094,265.00	333,944.66	1,720,720.44	0.00	-2,373,544.56	57.97 %
Fund: 201 - Corrections							
Revenue	5,500.00	5,500.00	870.00	3,472.00	0.00	-2,028.00	36.87 %
Fund: 201 - Corrections Total:	5,500.00	5,500.00	870.00	3,472.00	0.00	-2,028.00	36.87 %
Fund: 209 - Fire							
Revenue	327,428.00	309,324.00	300,043.84	454,604.58	0.00	145,280.58	46.97 %
Fund: 209 - Fire Total:	327,428.00	309,324.00	300,043.84	454,604.58	0.00	145,280.58	46.97 %
Fund: 211 - Law Enforce Prot							
Revenue	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
Fund: 211 - Law Enforce Prot Total:	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
Fund: 214 - Lodgers Tax							
Revenue	300,800.00	300,800.00	35,637.46	164,944.30	0.00	-135,855.70	45.16 %
Fund: 214 - Lodgers Tax Total:	300,800.00	300,800.00	35,637.46	164,944.30	0.00	-135,855.70	45.16 %
Fund: 216 - Muni Street							
Revenue	486,348.00	598,556.00	41,354.40	292,279.77	0.00	-306,276.23	51.17 %
Fund: 216 - Muni Street Total:	486,348.00	598,556.00	41,354.40	292,279.77	0.00	-306,276.23	51.17 %
Fund: 217 - Recreation							
Revenue	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
Fund: 217 - Recreation Total:	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
Fund: 260 - Fiscal Recovery Funds							
Revenue	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
Fund: 260 - Fiscal Recovery Funds Total:	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
Fund: 293 - Vet Wall Perp							
Revenue	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
Fund: 293 - Vet Wall Perp Total:	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
Fund: 294 - State Library							
Revenue	43,241.00	57,811.00	130.45	608.95	0.00	-57,202.05	98.95 %
Fund: 294 - State Library Total:	43,241.00	57,811.00	130.45	608.95	0.00	-57,202.05	98.95 %
Fund: 295 - Muni Pool							
Revenue	6,500.00	6,500.00	441.75	9,476.75	0.00	2,976.75	45.80 %
Fund: 295 - Muni Pool Total:	6,500.00	6,500.00	441.75	9,476.75	0.00	2,976.75	45.80 %
Fund: 296 - PD GRT							
Revenue	300,200.00	300,200.00	33,569.25	164,370.83	0.00	-135,829.17	45.25 %
Fund: 296 - PD GRT Total:	300,200.00	300,200.00	33,569.25	164,370.83	0.00	-135,829.17	45.25 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 297 - PD Confidential							
Revenue	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
Fund: 297 - PD Confidential Total:	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
Fund: 298 - PD Donations							
Revenue	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	26.64 %
Fund: 298 - PD Donations Total:	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	26.64 %
Fund: 299 - SPECIAL REVENUE FUNDS							
Revenue	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
Fund: 299 - SPECIAL REVENUE FUNDS Total:	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
Fund: 301 - Impact Fees Account							
Revenue	1,920.00	1,920.00	69.53	153.78	0.00	-1,766.22	91.99 %
Fund: 301 - Impact Fees Account Total:	1,920.00	1,920.00	69.53	153.78	0.00	-1,766.22	91.99 %
Fund: 304 - Senior Grants							
Revenue	259,413.00	259,413.00	0.00	0.00	0.00	-259,413.00	100.00 %
Fund: 304 - Senior Grants Total:	259,413.00	259,413.00	0.00	0.00	0.00	-259,413.00	100.00 %
Fund: 305 - CI Gen							
Revenue	13.00	13.00	7.20	35.15	0.00	22.15	170.38 %
Fund: 305 - CI Gen Total:	13.00	13.00	7.20	35.15	0.00	22.15	170.38 %
Fund: 306 - CI Jt Uti							
Revenue	296,956.00	296,956.00	23.62	113.01	0.00	-296,842.99	99.96 %
Fund: 306 - CI Jt Uti Total:	296,956.00	296,956.00	23.62	113.01	0.00	-296,842.99	99.96 %
Fund: 311 - R&R Sewer							
Revenue	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
Fund: 311 - R&R Sewer Total:	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
Fund: 312 - R&R Airport							
Revenue	51,385.00	549,264.00	0.00	349,784.76	0.00	-199,479.24	36.32 %
Fund: 312 - R&R Airport Total:	51,385.00	549,264.00	0.00	349,784.76	0.00	-199,479.24	36.32 %
Fund: 313 - R&R Water							
Revenue	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
Fund: 313 - R&R Water Total:	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
Fund: 315 - CI Reserve							
Revenue	1,024,763.00	1,024,763.00	82.50	570,397.14	0.00	-454,365.86	44.34 %
Fund: 315 - CI Reserve Total:	1,024,763.00	1,024,763.00	82.50	570,397.14	0.00	-454,365.86	44.34 %
Fund: 316 - Emergency Reserve							
Revenue	330.00	330.00	10.73	154.44	0.00	-175.56	53.20 %
Fund: 316 - Emergency Reserve Total:	330.00	330.00	10.73	154.44	0.00	-175.56	53.20 %
Fund: 317 - WW Reserve							
Revenue	640.00	640.00	10.38	309.65	0.00	-330.35	51.62 %

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Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 317 - WW Reserve Total:	640.00	640.00	10.38	309.65	0.00	-330.35	51.62 %
Fund: 318 - Elec Const Reserve							
Revenue	1,585.00	1,585.00	1.06	799.53	0.00	-785.47	49.56 %
Fund: 318 - Elec Const Reserve Total:	1,585.00	1,585.00	1.06	799.53	0.00	-785.47	49.56 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
Revenue	8,647,150.00	16,178,150.00	0.00	146,681.70	0.00	-16,031,468.30	99.09 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	16,178,150.00	0.00	146,681.70	0.00	-16,031,468.30	99.09 %
Fund: 360 - NMFA PROJECTS							
Revenue	1,129,555.00	2,450,462.00	0.00	0.00	0.00	-2,450,462.00	100.00 %
Fund: 360 - NMFA PROJECTS Total:	1,129,555.00	2,450,462.00	0.00	0.00	0.00	-2,450,462.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS							
Revenue	641,146.00	641,146.00	0.00	0.00	0.00	-641,146.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS Total:	641,146.00	641,146.00	0.00	0.00	0.00	-641,146.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS							
Revenue	1,623,988.00	1,623,988.00	0.00	0.00	0.00	-1,623,988.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS Total:	1,623,988.00	1,623,988.00	0.00	0.00	0.00	-1,623,988.00	100.00 %
Fund: 403 - Pledge State							
Revenue	342,011.00	342,011.00	35,953.00	211,007.71	0.00	-131,003.29	38.30 %
Fund: 403 - Pledge State Total:	342,011.00	342,011.00	35,953.00	211,007.71	0.00	-131,003.29	38.30 %
Fund: 501 - Cemetary							
Revenue	8,520.00	8,520.00	1,851.86	6,268.59	0.00	-2,251.41	26.43 %
Fund: 501 - Cemetary Total:	8,520.00	8,520.00	1,851.86	6,268.59	0.00	-2,251.41	26.43 %
Fund: 502 - Util Office - Pool							
Revenue	43,800.00	43,800.00	7,164.80	41,328.87	0.00	-2,471.13	5.64 %
Fund: 502 - Util Office - Pool Total:	43,800.00	43,800.00	7,164.80	41,328.87	0.00	-2,471.13	5.64 %
Fund: 503 - Electric							
Revenue	7,372,173.00	7,372,173.00	444,276.27	3,114,796.70	0.00	-4,257,376.30	57.75 %
Fund: 503 - Electric Total:	7,372,173.00	7,372,173.00	444,276.27	3,114,796.70	0.00	-4,257,376.30	57.75 %
Fund: 504 - Water							
Revenue	1,452,968.00	1,504,430.00	109,679.35	674,549.75	0.00	-829,880.25	55.16 %
Fund: 504 - Water Total:	1,452,968.00	1,504,430.00	109,679.35	674,549.75	0.00	-829,880.25	55.16 %
Fund: 505 - Solid Waste							
Revenue	2,312,956.00	2,312,956.00	211,925.70	1,028,665.37	0.00	-1,284,290.63	55.53 %
Fund: 505 - Solid Waste Total:	2,312,956.00	2,312,956.00	211,925.70	1,028,665.37	0.00	-1,284,290.63	55.53 %
Fund: 506 - WWTP							
Revenue	1,164,625.00	1,164,625.00	86,864.56	518,490.96	0.00	-646,134.04	55.48 %
Fund: 506 - WWTP Total:	1,164,625.00	1,164,625.00	86,864.56	518,490.96	0.00	-646,134.04	55.48 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 508 - Golf Course							
Revenue	41,515.00	41,515.00	5,290.75	28,528.35	0.00	-12,986.65	31.28 %
Fund: 508 - Golf Course Total:	41,515.00	41,515.00	5,290.75	28,528.35	0.00	-12,986.65	31.28 %
Fund: 509 - Muni Airport							
Revenue	201,225.00	223,225.00	2,257.62	102,029.24	0.00	-121,195.76	54.29 %
Fund: 509 - Muni Airport Total:	201,225.00	223,225.00	2,257.62	102,029.24	0.00	-121,195.76	54.29 %
Fund: 600 - Internal Serv							
Revenue	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
Fund: 600 - Internal Serv Total:	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
Report Total:	32,930,714.00	42,470,475.00	1,655,781.02	10,358,038.10	0.00	-32,112,436.90	75.61 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101 - General	4,092,376.00	4,094,265.00	333,944.66	1,720,720.44	0.00	-2,373,544.56	57.97 %
201 - Corrections	5,500.00	5,500.00	870.00	3,472.00	0.00	-2,028.00	36.87 %
209 - Fire	327,428.00	309,324.00	300,043.84	454,604.58	0.00	145,280.58	46.97 %
211 - Law Enforce Prot	26,000.00	26,000.00	0.00	26,000.00	0.00	0.00	0.00 %
214 - Lodgers Tax	300,800.00	300,800.00	35,637.46	164,944.30	0.00	-135,855.70	45.16 %
216 - Muni Street	486,348.00	598,556.00	41,354.40	292,279.77	0.00	-306,276.23	51.17 %
217 - Recreation	0.00	0.00	0.38	1.83	0.00	1.83	0.00 %
260 - Fiscal Recovery Funds	712,404.00	712,404.00	0.00	712,403.50	0.00	-0.50	0.00 %
293 - Vet Wall Perp	375.00	375.00	0.00	0.00	0.00	-375.00	100.00 %
294 - State Library	43,241.00	57,811.00	130.45	608.95	0.00	-57,202.05	98.95 %
295 - Muni Pool	6,500.00	6,500.00	441.75	9,476.75	0.00	2,976.75	45.80 %
296 - PD GRT	300,200.00	300,200.00	33,569.25	164,370.83	0.00	-135,829.17	45.25 %
297 - PD Confidential	5.00	5.00	0.51	2.44	0.00	-2.56	51.20 %
298 - PD Donations	0.00	5,950.00	3,000.00	7,534.86	0.00	1,584.86	26.64 %
299 - SPECIAL REVENUE FUNDS	0.00	0.00	31.23	35.13	0.00	35.13	0.00 %
301 - Impact Fees Account	1,920.00	1,920.00	69.53	153.78	0.00	-1,766.22	91.99 %
304 - Senior Grants	259,413.00	259,413.00	0.00	0.00	0.00	-259,413.00	100.00 %
305 - CI Gen	13.00	13.00	7.20	35.15	0.00	22.15	170.38 %
306 - CI Jt Uti	296,956.00	296,956.00	23.62	113.01	0.00	-296,842.99	99.96 %
311 - R&R Sewer	500.00	500.00	0.00	92.15	0.00	-407.85	81.57 %
312 - R&R Airport	51,385.00	549,264.00	0.00	349,784.76	0.00	-199,479.24	36.32 %
313 - R&R Water	400.00	400.00	0.00	81.42	0.00	-318.58	79.65 %
315 - CI Reserve	1,024,763.00	1,024,763.00	82.50	570,397.14	0.00	-454,365.86	44.34 %
316 - Emergency Reserve	330.00	330.00	10.73	154.44	0.00	-175.56	53.20 %
317 - WW Reserve	640.00	640.00	10.38	309.65	0.00	-330.35	51.62 %
318 - Elec Const Reserve	1,585.00	1,585.00	1.06	799.53	0.00	-785.47	49.56 %
320 - USDA WATER SYSTEM IMPRC	8,647,150.00	16,178,150.00	0.00	146,681.70	0.00	-16,031,468.30	99.09 %
360 - NMFA PROJECTS	1,129,555.00	2,450,462.00	0.00	0.00	0.00	-2,450,462.00	100.00 %
370 - WATER TRUST BOARD PROJE	641,146.00	641,146.00	0.00	0.00	0.00	-641,146.00	100.00 %
380 - OTHER STATE FUNDED PROJ	1,623,988.00	1,623,988.00	0.00	0.00	0.00	-1,623,988.00	100.00 %
403 - Pledge State	342,011.00	342,011.00	35,953.00	211,007.71	0.00	-131,003.29	38.30 %
501 - Cemetary	8,520.00	8,520.00	1,851.86	6,268.59	0.00	-2,251.41	26.43 %
502 - Util Office - Pool	43,800.00	43,800.00	7,164.80	41,328.87	0.00	-2,471.13	5.64 %
503 - Electric	7,372,173.00	7,372,173.00	444,276.27	3,114,796.70	0.00	-4,257,376.30	57.75 %
504 - Water	1,452,968.00	1,504,430.00	109,679.35	674,549.75	0.00	-829,880.25	55.16 %
505 - Solid Waste	2,312,956.00	2,312,956.00	211,925.70	1,028,665.37	0.00	-1,284,290.63	55.53 %
506 - WWTP	1,164,625.00	1,164,625.00	86,864.56	518,490.96	0.00	-646,134.04	55.48 %
508 - Golf Course	41,515.00	41,515.00	5,290.75	28,528.35	0.00	-12,986.65	31.28 %
509 - Muni Airport	201,225.00	223,225.00	2,257.62	102,029.24	0.00	-121,195.76	54.29 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

600 - Internal Serv	10,000.00	10,000.00	1,288.16	7,314.45	0.00	-2,685.55	26.86 %
Report Total:	32,930,714.00	42,470,475.00	1,655,781.02	10,358,038.10	0.00	-32,112,436.90	75.61 %

CITY OF TRUTH OR CONSEQUENCES

EXPENDITURE REPORT

NOVEMBER 2021

**City of Truth or Consequences
Expenditure Budget Recap as of 11/30/2021**

Fund	Department	Current Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining	
			As of 11/30/2021				
Fund: 101 - General							
	1005 - Fire	\$ 21,500.00	\$ 21,500.00	\$ -	\$ -	0.00%	7 Departments are below 50% remaining
	1017 - Hospital GRT	\$ 269,000.00	\$ 97,974.45	\$ 168,375.99	\$ 2,649.56	0.98%	
	1000 - Governing Body	\$ 228,931.00	\$ 87,397.70	\$ 102,704.30	\$ 38,829.00	16.96%	
	1040 - AOC MUNICIPAL COURT	\$ 12,500.00	\$ 6,270.82	\$ 2,796.21	\$ 3,432.97	27.46%	
	1018 - Utility & Ins	\$ 647,550.00	\$ 225,907.63	\$ 170,243.60	\$ 251,398.77	38.82%	
	1007 - Police	\$ 1,499,903.00	\$ 538,271.53	\$ 238,326.02	\$ 723,305.45	48.22%	
	1008 - Animal Control	\$ 181,481.00	\$ 87,134.24	\$ 5,191.67	\$ 89,155.09	49.13%	
	1014 - Facility Man	\$ 375,231.00	\$ 171,036.92	\$ 16,133.63	\$ 188,060.45	50.12%	9 Departments have between 50% and 59% remaining
	1006 - ANIMAL SHELTER	\$ 179,350.00	\$ 72,256.71	\$ 11,565.18	\$ 95,528.11	53.26%	
	1001 - City Clerk	\$ 216,559.00	\$ 79,093.75	\$ 21,543.84	\$ 115,921.41	53.53%	
	1016 - Library	\$ 218,036.00	\$ 86,886.97	\$ 7,610.79	\$ 123,538.24	56.66%	
	1010 - Community Dev	\$ 204,914.00	\$ 56,835.44	\$ 29,731.65	\$ 118,346.91	57.75%	
	1004 - Admin Serv	\$ 477,158.00	\$ 172,032.89	\$ 27,524.20	\$ 277,600.91	58.18%	
	1011 - Streets	\$ 420,319.00	\$ 166,359.04	\$ 6,884.69	\$ 247,075.27	58.78%	
	1003 - City Manager	\$ 314,951.00	\$ 116,618.51	\$ 12,792.59	\$ 185,539.90	58.91%	
	1013 - Community Services	\$ 103,671.00	\$ 40,678.78	\$ 1,632.68	\$ 61,359.54	59.19%	
	1002 - Court	\$ 258,413.00	\$ 72,260.31	\$ 16,702.10	\$ 169,450.59	65.57%	3 Departments have between 60% to 69% remaining
	1009 - Parks	\$ 407,976.00	\$ 97,704.24	\$ 39,600.20	\$ 270,671.56	66.34%	
	1012 - Fleet Maint	\$ 189,694.00	\$ 54,264.99	\$ 2,894.87	\$ 132,534.14	69.87%	
Fund: 101 - General Total:		\$ 6,227,137.00	\$ 2,250,484.92	\$ 882,254.21	\$ 3,094,397.87	49.69%	
	201 - Corrections	\$ 110,000.00	\$ 12,111.00	\$ 29,889.00	\$ 68,000.00	61.82%	
	209 - Fire	\$ 683,325.00	\$ 48,065.11	\$ 88,506.23	\$ 546,753.66	80.01%	
	211 - Law Enforce Prot	\$ 26,000.00	\$ 4,040.78	\$ 2,235.58	\$ 19,723.64	75.86%	
	214 - Lodgers Tax	\$ 410,305.00	\$ 40,329.57	\$ 113,241.96	\$ 256,733.47	62.57%	
	216 - Muni Street	\$ 843,041.00	\$ 132,670.44	\$ 260,699.99	\$ 449,670.57	53.34%	
	217 - Recreation	\$ 5,355.00	\$ -	\$ 5,144.95	\$ 210.05	3.92%	
	260 - Fiscal Recovery Funds	\$ 712,404.00	\$ -	\$ -	\$ 712,404.00	100.00%	
	293 - Vet Wall Perp	\$ 1,150.00	\$ -	\$ -	\$ 1,150.00	100.00%	
	294 - State Library	\$ 60,611.00	\$ 2,070.87	\$ 4,329.13	\$ 54,211.00	89.44%	
	295 - Muni Pool	\$ 215,096.00	\$ 72,676.42	\$ 32,331.50	\$ 110,088.08	51.18%	
	296 - PD GRT	\$ 259,508.00	\$ 13,706.17	\$ 76,831.19	\$ 168,970.64	65.11%	

Fund	Department	Current Total Budget	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining	
297 - PD Confidential		\$ 6,700.00	\$ -	\$ -	\$ 6,700.00	100.00%	
298 - PD Donations		\$ 5,644.00	\$ 643.20	\$ 2,072.99	\$ 2,927.81	51.87%	
303 - Vet Wall		\$ 11,900.00	\$ 574.22	\$ 1,225.78	\$ 10,100.00	84.87%	
304 - Senior Grants		\$ 259,413.00	\$ -	\$ -	\$ 259,413.00	100.00%	
305 - CI Gen		\$ 85,231.00	\$ -	\$ -	\$ 85,231.00	100.00%	
306 - CI Jt Uti		\$ 242,711.00	\$ 314.99	\$ 12,999.34	\$ 229,396.67	94.51%	
307 - Golf Course Improv		\$ 16,454.00	\$ -	\$ 830.00	\$ 15,624.00	94.96%	
309 - USDA WWTP		\$ -	\$ -	\$ -	\$ -	0.00%	
312 - R&R Airport		\$ 584,594.00	\$ 352,141.24	\$ 196,114.16	\$ 36,338.60	6.22%	
315 - CI Reserve		\$ 450,834.00	\$ 44,738.89	\$ 57,155.19	\$ 348,939.92	77.40%	
316 - Emergency Reserve		\$ 60,000.00	\$ -	\$ 29,963.46	\$ 30,036.54	50.06%	
320 - USDA WATER SYSTEM IMPROVEMEN		\$ 16,178,150.00	\$ 146,681.70	\$ 1,398,842.17	\$ 14,632,626.13	90.45%	
360 - NMFA PROJECTS		\$ 2,461,533.00	\$ 20,876.60	\$ 1,210,354.19	\$ 1,230,302.21	49.98%	
370 - WATER TRUST BOARD PROJECTS		\$ 685,540.00	\$ -	\$ -	\$ 685,540.00	100.00%	
380 - OTHER STATE FUNDED PROJECTS		\$ 1,626,177.00	\$ -	\$ 41,848.99	\$ 1,584,328.01	97.43%	
403 - Pledge State		\$ 921,394.00	\$ 60,784.99	\$ 139,772.00	\$ 720,837.01	78.23%	
ENTERPRISE / FIDUCIARY FUNDS							
501 - Cemetary		\$ 12,000.00	\$ 3,341.99	\$ 6,183.01	\$ 2,475.00	20.63%	3 Departments have between 20% and 27% remaining
503 - Electric		\$ 6,347,261.00	\$ 2,264,022.93	\$ 2,402,856.55	\$ 1,680,381.52	26.47%	
505 - Solid Waste		\$ 2,384,421.00	\$ 747,103.70	\$ 981,836.52	\$ 655,480.78	27.49%	
504 - Water		\$ 868,727.00	\$ 369,753.90	\$ 137,845.87	\$ 361,127.23	41.57%	3 Departments have between 40% and 49% remaining
502 - Util Office - Pool		\$ 509,070.00	\$ 194,539.00	\$ 70,875.42	\$ 243,655.58	47.86%	
506 - WWTP		\$ 957,348.00	\$ 287,482.63	\$ 208,525.16	\$ 461,340.21	48.19%	
508 - Golf Course		\$ 269,575.00	\$ 90,548.22	\$ 36,365.18	\$ 142,661.60	52.92%	3 Departments have between 50% and 60% remaining
509 - Muni Airport		\$ 371,287.00	\$ 118,069.70	\$ 54,914.31	\$ 198,302.99	53.41%	
600 - Internal Serv		\$ 70,500.00	\$ 15,689.44	\$ 12,040.36	\$ 42,770.20	60.67%	
TOTAL OF ALL FUNDS		\$ 44,940,396.00	\$ 7,293,462.62	\$ 8,498,084.39	\$ 29,148,848.99	64.86%	



Truth or Consequences

EXPENDITURE REPORT

Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - General								
Department: 1000 - Governing Body								
101-1000-40105	ELECTED OFFICIALS-GOVERNING BODY	38,550.00	38,550.00	2,050.00	11,750.00	0.00	26,800.00	69.52 %
101-1000-41205	FICA-REGULAR-GOVERNING BODY	2,390.00	2,390.00	127.10	728.50	0.00	1,661.50	69.52 %
101-1000-41210	FICA-MEDICARE-GOVERNING BODY	559.00	559.00	29.73	170.40	0.00	388.60	69.52 %
101-1000-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1000-42720	EMPLOYEE TRAINING-GOVERNING BODY	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
101-1000-43597	ATTORNEY FEES-GOVERNING BODY	97,650.00	97,650.00	11,353.20	43,821.00	53,204.30	624.70	0.64 %
101-1000-43770	SUBSCRIPTION & DUES	9,112.00	9,112.00	0.00	6,925.00	0.00	2,187.00	24.00 %
101-1000-44606	OFFICE SUPPLIES-GOVERNING BODY	500.00	500.00	0.00	57.09	0.00	442.91	88.58 %
101-1000-44625	OTHER SUPPLIES-GOVERNING BODY	5,000.00	5,000.00	0.00	776.65	0.00	4,223.35	84.47 %
101-1000-45607	CLAIMS, JUDGEMENTS, AND SETTLEMENTS	0.00	6,670.00	0.00	6,669.06	0.00	0.94	0.01 %
101-1000-60725	GRANTS TO SUB-RECIPIENTS-GOVERNING	66,000.00	66,000.00	0.00	16,500.00	49,500.00	0.00	0.00 %
Department: 1000 - Governing Body Total:		222,261.00	228,931.00	13,560.03	87,397.70	102,704.30	38,829.00	16.96 %
Department: 1001 - City Clerk								
101-1001-40110	FULL TIME WAGES-OFF CITY CLERK	131,040.00	131,040.00	10,080.00	55,332.50	0.00	75,707.50	57.77 %
101-1001-40125	OVERTIME WAGES-OFF CITY CLERK	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
101-1001-41205	FICA-REGULAR-OFF CITY CLERK	8,310.00	8,310.00	616.26	3,382.77	0.00	4,927.23	59.29 %
101-1001-41210	FICA-MEDICARE-OFF CITY CLERK	1,944.00	1,944.00	144.12	791.11	0.00	1,152.89	59.31 %
101-1001-41215	PERA-OFFICE OF CITY CLERK	22,173.00	22,173.00	987.84	5,422.59	0.00	16,750.41	75.54 %
101-1001-41225	HEALTH INSURANCE-OFF CITY CLERK	7,126.00	7,126.00	576.66	3,171.63	0.00	3,954.37	55.49 %
101-1001-41226	RETIREE INSURANCE	3,931.00	3,931.00	151.20	1,508.78	0.00	2,422.22	61.62 %
101-1001-41235	UNEMPLOYMENT INS-OFF CITY CLERK	162.00	162.00	0.00	0.00	0.00	162.00	100.00 %
101-1001-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	6.90	0.00	23.10	77.00 %
101-1001-41785	WORKER'S COMP. PREMIUMS	718.00	2,515.00	0.00	0.00	2,515.00	0.00	0.00 %
101-1001-43316	GAS & OIL	300.00	300.00	0.00	0.00	0.00	300.00	100.00 %
101-1001-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	1,640.53	2,359.47	0.00	0.00 %
101-1001-43740	PRINTING/PUBLISHING	16,125.00	16,125.00	291.63	2,881.06	13,243.94	0.00	0.00 %
101-1001-43770	SUBSCRIPTION & DUES	2,850.00	2,850.00	290.00	2,798.00	0.00	52.00	1.82 %
101-1001-43775	TELEPHONE	6,400.00	5,400.00	0.00	1,114.57	2,585.43	1,700.00	31.48 %
101-1001-44606	OFFICE SUPPLIES	2,700.00	1,903.00	0.00	593.31	840.00	469.69	24.68 %
101-1001-47410	MAINTENANCE CONTRACTS-OFF CITY CLERK	5,750.00	5,750.00	0.00	450.00	0.00	5,300.00	92.17 %
Department: 1001 - City Clerk Total:		216,559.00	216,559.00	13,137.71	79,093.75	21,543.84	115,921.41	53.53 %
Department: 1002 - Court								
101-1002-40105	ELECTED OFFICIAL WAGES-MUNI COURT	42,000.00	42,000.00	3,230.40	17,767.20	0.00	24,232.80	57.70 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101-1002-40110	FULL-TIME WAGES-MUNI COURT	101,213.00	101,213.00	5,528.80	29,084.00	0.00	72,129.00	71.26 %
101-1002-41205	FICA-REGULAR-MUNI COURT	8,879.00	8,879.00	494.53	2,637.81	0.00	6,241.19	70.29 %
101-1002-41210	FICA-MEDICARE-MUNI COURT	2,077.00	2,077.00	115.66	616.91	0.00	1,460.09	70.30 %
101-1002-41215	PERA-MUNI COURT	13,358.00	13,358.00	529.68	2,427.16	0.00	10,930.84	81.83 %
101-1002-41225	HEALTH INSURANCE-MUNI COURT	44,599.00	44,599.00	3,146.78	17,298.45	0.00	27,300.55	61.21 %
101-1002-41226	RETIREE INSURANCE	4,089.00	4,089.00	81.07	661.90	0.00	3,427.10	83.81 %
101-1002-41235	UNEMPLOYMENT INSURANCE-MUNI COURT	270.00	270.00	0.00	0.00	0.00	270.00	100.00 %
101-1002-41240	WORKER'S COMP ASSESSMENT	50.00	50.00	0.00	6.90	0.00	43.10	86.20 %
101-1002-41785	WORKER'S COMP. PREMIUMS	3,428.00	3,428.00	0.00	0.00	1,487.00	1,941.00	56.62 %
101-1002-42620	UNIFORMS/LINEN	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1002-42720	EMPLOYEE TRAINING-MUNI COURT	7,500.00	7,500.00	0.00	382.35	0.00	7,117.65	94.90 %
101-1002-43597	ATTORNEY FEES	13,000.00	13,000.00	0.00	0.00	12,694.50	305.50	2.35 %
101-1002-43735	POSTAGE/MAIL SERVICE-MUNI COURT	450.00	450.00	0.00	0.00	0.00	450.00	100.00 %
101-1002-43740	PRINTING/PUBLISHING	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
101-1002-43770	SUBSCRIPTION & DUES	2,500.00	2,500.00	0.00	626.71	355.89	1,517.40	60.70 %
101-1002-43775	TELEPHONE	3,000.00	3,000.00	-86.46	693.58	1,119.96	1,186.46	39.55 %
101-1002-43815	SOFTWARE LIC/SOFTWARE UPDATE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
101-1002-44606	OFFICE SUPPLIES	5,500.00	5,500.00	0.00	290.20	596.75	4,613.05	83.87 %
101-1002-44608	Supplies/Equipment/EDUCATION SUPPLIES	250.00	250.00	0.00	0.00	0.00	250.00	100.00 %
101-1002-44613	NON-CAPITAL ITEMS	1,000.00	1,000.00	0.00	0.00	448.00	552.00	55.20 %
101-1002-48598	PROFESSIONAL SERVICES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
101-1002-48599	OTHER CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
101-1002-60840	OTHER CAP PUR/AOC/JID COM-MUNI CT	0.00	0.00	0.00	-232.86	0.00	232.86	0.00 %
Department: 1002 - Court Total:		258,413.00	258,413.00	13,040.46	72,260.31	16,702.10	169,450.59	65.57 %
Department: 1003 - City Manager								
101-1003-40110	FULL-TIME WAGES-OFFICE CITY MANAGER	224,360.00	204,278.00	14,827.60	84,403.81	0.00	119,874.19	58.68 %
101-1003-40125	OVERTIME WAGES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
101-1003-41205	FICA-REGULAR-OFF CITY MANAGER	14,034.00	14,034.00	897.14	5,109.81	0.00	8,924.19	63.59 %
101-1003-41210	FICA-MEDICARE-OFF CITY MANAGER	3,282.00	3,282.00	209.82	1,195.04	0.00	2,086.96	63.59 %
101-1003-41215	PERA-OFFICE CITY MANAGER	21,987.00	21,987.00	1,448.20	8,244.60	0.00	13,742.40	62.50 %
101-1003-41225	HEALTH INSURANCE-OFF CITY MANAGER	29,896.00	29,896.00	1,441.36	10,315.89	0.00	19,580.11	65.49 %
101-1003-41226	RETIREE INSURANCE	6,731.00	6,731.00	221.66	2,329.88	0.00	4,401.12	65.39 %
101-1003-41235	UNEMPLOYMENT INSURANCE-OFF CITY MAN	162.00	162.00	0.00	0.00	0.00	162.00	100.00 %
101-1003-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	4.60	0.00	25.40	84.67 %
101-1003-41785	WORKER'S COMP. PREMIUMS	5,419.00	5,419.00	0.00	0.00	3,475.00	1,944.00	35.87 %
101-1003-42305	MILEAGE REIMBURSEMENT	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
101-1003-42620	UNIFORM/LINEN	500.00	0.00	0.00	0.00	0.00	0.00	0.00 %
101-1003-42720	EMPLOYEE TRAINING-OFF CITY MANAGER	9,435.00	8,935.00	0.00	0.00	0.00	8,935.00	100.00 %
101-1003-43316	GAS & OIL	2,000.00	2,000.00	0.00	380.32	1,119.68	500.00	25.00 %
101-1003-43465	RENT OF EQUIPMENT	3,800.00	3,800.00	0.00	1,301.58	2,498.42	0.00	0.00 %
101-1003-43740	PRINTING/PUBLISHING	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101-1003-43770	SUBSCRIPTION & DUES	1,724.00	1,724.00	0.00	750.00	39.00	935.00	54.23 %
101-1003-43775	TELEPHONE	5,000.00	5,000.00	0.00	1,605.67	3,394.33	0.00	0.00 %
101-1003-43815	SOFTWARE	0.00	232.00	0.00	0.00	232.00	0.00	0.00 %
101-1003-44606	OFFICE SUPPLIES	1,500.00	3,300.00	48.22	239.66	2,034.16	1,026.18	31.10 %
101-1003-44613	NON-CAPITAL ITEMS	0.00	541.00	0.00	540.48	0.00	0.52	0.10 %
101-1003-47420	MAINTENANCE VEHICLE/EQUIP-CITY MGR	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1003-48599	OTHER CONTRACTUAL SERVICES	0.00	200.00	0.00	197.17	0.00	2.83	1.42 %
Department: 1003 - City Manager Total:		333,260.00	314,951.00	19,094.00	116,618.51	12,792.59	185,539.90	58.91 %
Department: 1004 - Admin Serv								
101-1004-40110	FULL-TIME WAGES-ADMIN OFFICES	284,045.00	284,045.00	21,529.61	112,356.81	0.00	171,688.19	60.44 %
101-1004-41205	FICA-REGULAR-ADMIN OFFICES	17,611.00	17,611.00	1,271.94	6,639.04	0.00	10,971.96	62.30 %
101-1004-41210	FICA-MEDICARE-ADMIN OFFICES	4,119.00	4,119.00	297.48	1,552.72	0.00	2,566.28	62.30 %
101-1004-41215	PERA-ADMIN OFFICES	27,836.00	27,836.00	1,559.69	7,969.86	0.00	19,866.14	71.37 %
101-1004-41225	HEALTH INSURANCE-ADMIN OFFICES	66,176.00	66,176.00	4,089.84	21,266.72	0.00	44,909.28	67.86 %
101-1004-41226	RETIREE INSURANCE	8,521.00	8,521.00	238.73	2,180.54	0.00	6,340.46	74.41 %
101-1004-41235	UNEMPLOYMENT INSURANCE-ADMIN OFF	324.00	324.00	0.00	0.00	0.00	324.00	100.00 %
101-1004-41240	WORKER'S COMP ASSESSMENT	60.00	60.00	0.00	13.80	0.00	46.20	77.00 %
101-1004-41785	WORKER'S COMP. PREMIUMS	4,666.00	5,431.00	0.00	0.00	5,431.00	0.00	0.00 %
101-1004-42720	EMPLOYEE TRAINING-ADMIN OFFICES	8,000.00	8,000.00	50.00	1,405.50	560.00	6,034.50	75.43 %
101-1004-43465	RENT OF EQUIPMENT	6,000.00	6,000.00	0.00	2,183.12	2,816.88	1,000.00	16.67 %
101-1004-43740	PRINTING/PUBLISHING	9,000.00	9,000.00	1,179.58	2,822.14	2,716.80	3,461.06	38.46 %
101-1004-43770	SUBSCRIPTION & DUES	300.00	300.00	0.00	220.00	0.00	80.00	26.67 %
101-1004-43775	TELEPHONE	6,000.00	6,000.00	0.00	1,003.56	2,596.44	2,400.00	40.00 %
101-1004-43815	SOFTWARE LIC/SOFTWARE UPDATE	11,000.00	12,166.00	9,715.15	9,715.15	2,450.00	0.85	0.01 %
101-1004-44606	OFFICE SUPPLIES	7,000.00	6,235.00	268.57	471.93	755.08	5,007.99	80.32 %
101-1004-48599	OTHER CONTRACTUAL SERVICES	16,500.00	15,334.00	326.40	2,232.00	10,198.00	2,904.00	18.94 %
Department: 1004 - Admin Serv Total:		477,158.00	477,158.00	40,526.99	172,032.89	27,524.20	277,600.91	58.18 %
Department: 1005 - Fire								
101-1005-48599	OTHER CONTRACTUAL SERVICES	21,500.00	21,500.00	0.00	21,500.00	0.00	0.00	0.00 %
Department: 1005 - Fire Total:		21,500.00	21,500.00	0.00	21,500.00	0.00	0.00	0.00 %
Department: 1006 - ANIMAL SHELTER								
101-1006-40110	FULL-TIME WAGES-CODE ENF/ANM CONTR	92,560.00	92,560.00	7,487.75	40,459.25	0.00	52,100.75	56.29 %
101-1006-40125	OVERTIME WAGES-CODE ENF/ANIMAL CONT	3,000.00	3,000.00	110.25	1,574.26	0.00	1,425.74	47.52 %
101-1006-41205	FICA-REGULAR-CODE ENF/ANIMAL CONTR	5,925.00	5,925.00	442.87	2,450.96	0.00	3,474.04	58.63 %
101-1006-41210	FICA-MEDICARE-CODE ENF/ANIMAL CONT	1,386.00	1,386.00	103.58	573.21	0.00	812.79	58.64 %
101-1006-41215	PERA-CODE ENF/ANIMAL CONTROL	9,071.00	9,071.00	697.76	3,771.82	0.00	5,299.18	58.42 %
101-1006-41225	HEALTH INSURANCE-CODE ENF/AN CONTR	23,574.00	23,574.00	1,834.84	10,089.41	0.00	13,484.59	57.20 %
101-1006-41226	RETIREE INSURANCE	2,777.00	2,777.00	106.80	1,047.84	0.00	1,729.16	62.27 %
101-1006-41235	UNEMPLOYMENT INS-CODE ENF/ANIMAL CO	162.00	162.00	0.00	0.00	0.00	162.00	100.00 %
101-1006-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	6.90	0.00	23.10	77.00 %
101-1006-41785	WORKER'S COMP. PREMIUMS	4,000.00	4,000.00	0.00	0.00	2,116.00	1,884.00	47.10 %

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101-1006-42620	UNIFORMS LINEN-CODE ENF/ANIMAL CONT	1,000.00	1,000.00	0.00	410.68	0.00	589.32	58.93 %
101-1006-42720	EMPLOYEE TRAINING-CODE ENF/ANIMAL C	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
101-1006-43770	SUBSCRIPTION & DUES	250.00	250.00	0.00	150.00	0.00	100.00	40.00 %
101-1006-43775	TELEPHONE	700.00	1,900.00	0.00	439.97	1,460.03	0.00	0.00 %
101-1006-43815	SOFTWARE LIC/SOFTWARE UPDATE	395.00	395.00	0.00	0.00	0.00	395.00	100.00 %
101-1006-44606	OFFICE SUPPLIES	2,000.00	2,000.00	223.81	379.95	34.07	1,585.98	79.30 %
101-1006-44607	FIELD SUPPLIES	15,820.00	14,245.00	1,545.61	4,621.61	824.23	8,799.16	61.77 %
101-1006-44613	NON-CAPITAL ITEMS	0.00	375.00	0.00	0.00	375.00	0.00	0.00 %
101-1006-48598	PROFESSIONAL SERVICES	9,700.00	9,700.00	607.06	3,291.05	5,245.65	1,163.30	11.99 %
101-1006-48599	OTHER CONTRACTUAL SERVICES	6,000.00	6,000.00	732.20	2,989.80	1,510.20	1,500.00	25.00 %
Department: 1006 - ANIMAL SHELTER Total:		179,350.00	179,350.00	13,892.53	72,256.71	11,565.18	95,528.11	53.26 %
Department: 1007 - Police								
101-1007-40110	FULL-TIME WAGES-POLICE DEPT	672,984.00	672,984.00	45,388.06	242,170.00	0.00	430,814.00	64.02 %
101-1007-40125	OVERTIME WAGES-POLICE DEPT	70,000.00	70,000.00	9,512.24	33,723.90	0.00	36,276.10	51.82 %
101-1007-40135	STANDBY WAGES-POLICE DEPT	13,800.00	13,800.00	797.12	4,384.16	0.00	9,415.84	68.23 %
101-1007-40140	DELAYED COMPENSATION-POLICE DEPT	15,000.00	15,000.00	0.00	988.00	0.00	14,012.00	93.41 %
101-1007-41205	FICA-REGULAR-POLICE DEPT	47,851.00	47,851.00	3,366.42	16,900.32	0.00	30,950.68	64.68 %
101-1007-41210	FICA-MEDICARE-POLICE DEPT	11,191.00	11,191.00	787.31	3,952.47	0.00	7,238.53	64.68 %
101-1007-41215	PERA-POLICE DEPT	122,653.00	122,653.00	7,946.21	41,127.70	0.00	81,525.30	66.47 %
101-1007-41225	HEALTH INSURANCE-POLICE DEPT	97,668.00	97,668.00	9,304.89	49,736.91	0.00	47,931.09	49.08 %
101-1007-41226	RETIREE INSURANCE	24,738.00	24,738.00	768.77	7,498.68	0.00	17,239.32	69.69 %
101-1007-41235	UNEMPLOYMENT INSURANCE-POLICE DEPT	756.00	756.00	0.00	0.00	0.00	756.00	100.00 %
101-1007-41240	WORKER'S COMP ASSESSMENT	160.00	160.00	0.00	25.30	0.00	134.70	84.19 %
101-1007-41785	WORKER'S COMP. PREMIUMS	20,000.00	20,000.00	0.00	0.00	15,453.00	4,547.00	22.74 %
101-1007-42305	MILEAGE REIMBURSEMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
101-1007-42620	UNIFORM/LINEN-POLICE DEPT	500.00	500.00	0.00	163.60	318.00	18.40	3.68 %
101-1007-43316	GAS & OIL	40,000.00	38,500.00	3,363.20	13,650.73	24,556.72	292.55	0.76 %
101-1007-43403	REGULAR BUILDING MAINT	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
101-1007-43465	RENT OF EQUIPMENT	3,200.00	3,200.00	0.00	1,143.48	1,756.52	300.00	9.38 %
101-1007-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	432.49	39.00	528.51	52.85 %
101-1007-43770	SUBSCRIPTION & DUES	500.00	500.00	0.00	150.00	0.00	350.00	70.00 %
101-1007-43775	TELEPHONE	20,000.00	19,000.00	396.08	5,996.38	11,103.62	1,900.00	10.00 %
101-1007-43815	SOFTWARE	23,400.00	23,400.00	9,846.15	20,056.15	725.00	2,618.85	11.19 %
101-1007-44606	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	728.72	21.95	1,249.33	62.47 %
101-1007-44607	FIELD SUPPLIES	2,680.00	780.00	0.00	725.90	51.69	2.41	0.31 %
101-1007-44615	SAFETY EQUIPMENT	500.00	500.00	0.00	220.99	0.00	279.01	55.80 %
101-1007-46732	GENERAL LIABILITY INSURANCE	122,730.00	122,730.00	0.00	2,096.82	96,063.02	24,570.16	20.02 %
101-1007-47420	MAINTENANCE VEHICLE/EQUIP-POLICE	4,500.00	8,900.00	533.76	5,402.83	528.19	2,968.98	33.36 %
101-1007-48598	PROFESSIONAL SERVICES	2,500.00	2,500.00	0.00	200.00	913.31	1,386.69	55.47 %
101-1007-48599	OTHER CONTRACTUAL SERVICES	173,592.00	173,592.00	0.00	86,796.00	86,796.00	0.00	0.00 %
Department: 1007 - Police Total:		1,499,903.00	1,499,903.00	92,010.21	538,271.53	238,326.02	723,305.45	48.22 %

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Department: 1008 - Animal Control							
101-1008-40110	FULL-TIME WAGES-CODE ENF/ANM CONTR	100,776.00	113,103.00	7,008.00	50,888.02	0.00	62,214.98 55.01 %
101-1008-40125	OVERTIME WAGES-CODE ENF/ANIMAL CONT	4,000.00	4,000.00	243.75	2,106.00	0.00	1,894.00 47.35 %
101-1008-40135	STANDBY WAGES-CODE ENF/ANIMAL CONT	4,000.00	4,000.00	520.00	2,288.00	0.00	1,712.00 42.80 %
101-1008-40140	DELAYED COMPENSATION-CDENF/ANMLCNTR	0.00	0.00	0.00	2,778.19	0.00	-2,778.19 0.00 %
101-1008-41205	FICA-REGULAR-CODE ENF/ANIMAL CONTR	6,496.00	7,261.00	482.15	3,512.17	0.00	3,748.83 51.63 %
101-1008-41210	FICA-MEDICARE-CODE ENF/ANIMAL CONT	1,519.00	1,698.00	112.76	821.40	0.00	876.60 51.63 %
101-1008-41215	PERA-CODE ENF/ANIMAL CONTROL	9,876.00	10,777.00	666.40	4,863.75	0.00	5,913.25 54.87 %
101-1008-41225	HEALTH INSURANCE-CODE ENF/AN CONTR	22,260.00	12,353.00	475.96	8,752.53	0.00	3,600.47 29.15 %
101-1008-41226	RETIREE INSURANCE	3,023.00	3,393.00	102.00	1,359.22	0.00	2,033.78 59.94 %
101-1008-41235	UNEMPLOYMENT INS-CODE ENF/ANIMAL CO	162.00	162.00	0.00	0.00	0.00	162.00 100.00 %
101-1008-41240	WORKER'S COMP ASSESSMENT	30.00	34.00	0.00	9.20	0.00	24.80 72.94 %
101-1008-41785	WORKER'S COMP. PREMIUMS	4,000.00	4,000.00	0.00	0.00	1,918.00	2,082.00 52.05 %
101-1008-42620	UNIFORMS LINEN-CODE ENF/ANIMAL CONT	1,250.00	1,750.00	0.00	0.00	1,633.70	116.30 6.65 %
101-1008-42720	EMPLOYEE TRAINING-CODE ENF/ANIMAL C	3,100.00	3,600.00	0.00	395.00	0.00	3,205.00 89.03 %
101-1008-43316	GAS & OIL	7,500.00	7,500.00	792.17	7,298.48	0.00	201.52 2.69 %
101-1008-43735	POSTAGE & MAIL SERVICES	100.00	100.00	0.00	0.00	0.00	100.00 100.00 %
101-1008-43770	SUBSCRIPTION & DUES	600.00	600.00	0.00	0.00	35.00	565.00 94.17 %
101-1008-43775	TELEPHONE	2,250.00	2,750.00	183.51	1,190.03	1,409.97	150.00 5.45 %
101-1008-44606	OFFICE SUPPLIES	500.00	0.00	0.00	0.00	195.00	-195.00 0.00 %
101-1008-44607	FIELD SUPP-CODE ENF/ANIMAL CONTROL	1,900.00	1,900.00	0.00	837.20	0.00	1,062.80 55.94 %
101-1008-44615	SAFETY EQUIPMENT	500.00	500.00	0.00	0.00	0.00	500.00 100.00 %
101-1008-47420	MAINTENANCE VEH/EQUIP-CODE ENF/ANIM	2,000.00	2,000.00	0.00	35.05	0.00	1,964.95 98.25 %
Department: 1008 - Animal Control Total:		175,842.00	181,481.00	10,586.70	87,134.24	5,191.67	89,155.09 49.13 %
Department: 1009 - Parks							
101-1009-40110	FULL-TIME WAGES-MUNI RECREATION	117,458.00	117,458.00	7,189.00	47,486.19	0.00	69,971.81 59.57 %
101-1009-40115	PART-TIME WAGES-MUNI RECREATION	11,440.00	11,440.00	0.00	0.00	0.00	11,440.00 100.00 %
101-1009-40125	OVERTIME WAGES-MUNI RECREATION	5,000.00	5,000.00	169.83	633.99	0.00	4,366.01 87.32 %
101-1009-41205	FICA-REGULAR-MUNI RECREATION	8,302.00	8,302.00	451.88	2,959.44	0.00	5,342.56 64.35 %
101-1009-41210	FICA-MEDICARE-MUNI RECREATION	1,942.00	1,942.00	105.69	692.16	0.00	1,249.84 64.36 %
101-1009-41215	PERA-MUNI RECREATION	11,511.00	11,511.00	699.48	4,630.13	0.00	6,880.87 59.78 %
101-1009-41225	HEALTH INSURANCE-MUNI RECREATION	1,023.00	8,073.00	536.68	2,973.98	0.00	5,099.02 63.16 %
101-1009-41226	RETIREE INSURANCE	3,524.00	3,524.00	107.06	1,307.97	0.00	2,216.03 62.88 %
101-1009-41235	UNEMPLOYMENT INS-MUNI RECREATION	297.00	297.00	0.00	0.00	0.00	297.00 100.00 %
101-1009-41240	WORKER'S COMP ASSESSMENT	50.00	50.00	0.00	9.20	0.00	40.80 81.60 %
101-1009-41785	WORKER'S COMP. PREMIUMS	3,206.00	3,391.00	0.00	0.00	3,390.00	1.00 0.03 %
101-1009-42620	UNIFORMS/LINEN-MUNI RECREATION	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00 100.00 %
101-1009-42720	EMPLOYEE TRAINING-MUNI RECREATION	2,000.00	2,000.00	0.00	457.32	0.00	1,542.68 77.13 %
101-1009-43316	GAS & OIL	12,500.00	20,500.00	83.00	4,006.59	8,521.25	7,972.16 38.89 %
101-1009-43403	REGULAR BUILDING MAINT	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00 100.00 %
101-1009-43465	RENT OF EQUIPMENT	16,700.00	16,700.00	0.00	4,103.52	9,296.48	3,300.00 19.76 %

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101-1009-43770	SUBSCRIPTION & DUES	1,800.00	1,800.00	450.00	900.00	900.00	0.00	0.00 %
101-1009-43775	TELEPHONE	2,800.00	2,800.00	0.00	583.23	1,016.77	1,200.00	42.86 %
101-1009-44606	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	249.51	0.00	1,250.49	83.37 %
101-1009-44607	FIELD SUPPLIES-MUNI RECREATION	33,000.00	33,400.00	158.90	8,194.72	9,498.60	15,706.68	47.03 %
101-1009-44609	RECREATION SUPPLIES-MUNI RECREATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
101-1009-44610	NON CAPITAL EQUIPMENT DO NOT USE	7,034.00	0.00	0.00	0.00	0.00	0.00	0.00 %
101-1009-44613	NON-CAPITAL ITEMS	0.00	8,523.00	0.00	957.02	0.00	7,565.98	88.77 %
101-1009-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	144,000.00	128,765.00	900.00	15,837.80	6,300.00	106,627.20	82.81 %
101-1009-47420	MAINTENANCE VEHICLE/EQUIP-RECREATIO	14,000.00	14,000.00	629.77	1,721.47	677.10	11,601.43	82.87 %
Department: 1009 - Parks Total:		406,087.00	407,976.00	11,481.29	97,704.24	39,600.20	270,671.56	66.34 %
Department: 1010 - Community Dev								
101-1010-40110	FULL TIME WAGES	56,160.00	56,160.00	4,387.50	23,935.50	0.00	32,224.50	57.38 %
101-1010-40125	OVERTIME	2,000.00	2,000.00	202.50	810.00	0.00	1,190.00	59.50 %
101-1010-41205	FICA-REGULAR	3,606.00	3,606.00	277.45	1,494.96	0.00	2,111.04	58.54 %
101-1010-41210	FICA-MEDICARE	843.00	843.00	64.88	349.63	0.00	493.37	58.53 %
101-1010-41215	PERA	5,504.00	5,504.00	423.36	2,328.48	0.00	3,175.52	57.69 %
101-1010-41225	HEALTH INSURANCE	5,759.00	5,759.00	466.02	2,563.11	0.00	3,195.89	55.49 %
101-1010-41226	RETIREE INSURANCE	1,685.00	1,685.00	64.80	648.00	0.00	1,037.00	61.54 %
101-1010-41235	UNEMPLOYMENT INS	54.00	54.00	0.00	0.00	0.00	54.00	100.00 %
101-1010-41240	WORKER'S COMP ASSESSMENT	10.00	10.00	0.00	2.30	0.00	7.70	77.00 %
101-1010-41785	WORKER'S COMP. PREMIUMS	1,293.00	1,293.00	0.00	0.00	847.00	446.00	34.49 %
101-1010-42720	EMPLOYEE TRAINING	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	100.00 %
101-1010-43740	PRINTING/PUBLISHING	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1010-43770	SUBSCRIPTION & DUES	5,000.00	5,000.00	0.00	35.00	0.00	4,965.00	99.30 %
101-1010-43775	TELEPHONE	5,000.00	5,000.00	0.00	374.84	925.16	3,700.00	74.00 %
101-1010-44606	OFFICE SUPPLIES	500.00	500.00	77.85	93.14	0.00	406.86	81.37 %
101-1010-44613	NON-CAPITAL ITEMS	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1010-48555	CLEAN UP & DEMOLITION COSTS	35,000.00	35,000.00	0.00	4,401.32	0.00	30,598.68	87.42 %
101-1010-48598	PROFESSIONAL SERVICES	75,000.00	75,000.00	2,811.49	19,799.16	27,959.49	27,241.35	36.32 %
Department: 1010 - Community Dev Total:		204,914.00	204,914.00	8,775.85	56,835.44	29,731.65	118,346.91	57.75 %
Department: 1011 - Streets								
101-1011-40110	FULL TIME WAGES-STREET DEPT	303,243.00	297,545.00	18,124.00	112,514.04	0.00	185,030.96	62.19 %
101-1011-40125	OVERTIME WAGES-STREET DEPT	4,000.00	4,000.00	881.64	1,744.42	0.00	2,255.58	56.39 %
101-1011-40140	DELAYED COMPENSATION-STREETS	0.00	5,698.00	5,697.72	5,697.72	0.00	0.28	0.00 %
101-1011-41205	FICA-REGULAR-STREET DEPT	19,049.00	19,049.00	1,478.67	7,095.02	0.00	11,953.98	62.75 %
101-1011-41210	FICA-MEDICARE-STREET DEPT	4,448.00	4,448.00	345.83	1,659.46	0.00	2,788.54	62.69 %
101-1011-41215	PERA-STREET DEPT	29,718.00	29,718.00	1,776.15	10,407.49	0.00	19,310.51	64.98 %
101-1011-41225	HEALTH INSURANCE-STREET DEPT	40,688.00	40,688.00	3,695.36	23,616.34	0.00	17,071.66	41.96 %
101-1011-41226	RETIREE INSURANCE	9,097.00	9,097.00	283.49	2,925.71	0.00	6,171.29	67.84 %
101-1011-41235	UNEMPLOYMENT INS-STREET DEPT	486.00	486.00	0.00	0.00	0.00	486.00	100.00 %
101-1011-41240	WORKER'S COMP ASSESSMENT	90.00	90.00	0.00	18.40	0.00	71.60	79.56 %

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101-1011-41785	WORKER'S COMP. PREMIUMS	7,000.00	7,000.00	0.00	0.00	5,990.00	1,010.00	14.43 %
101-1011-43775	TELEPHONE	2,000.00	2,000.00	0.00	405.31	894.69	700.00	35.00 %
101-1011-44606	OFFICE SUPPLIES	500.00	500.00	0.00	275.13	0.00	224.87	44.97 %
Department: 1011 - Streets Total:		420,319.00	420,319.00	32,282.86	166,359.04	6,884.69	247,075.27	58.78 %
Department: 1012 - Fleet Maint								
101-1012-40110	FULL TIME WAGES-FLEET MAINTENANCE	97,760.00	97,760.00	7,520.00	41,339.00	0.00	56,421.00	57.71 %
101-1012-40125	OVERTIME WAGES-FLEET MAINTENANCE	5,000.00	5,000.00	168.00	258.00	0.00	4,742.00	94.84 %
101-1012-41205	FICA-REGULAR-FLEET MAINTENANCE	6,371.00	6,371.00	469.52	2,549.60	0.00	3,821.40	59.98 %
101-1012-41210	FICA-MEDICARE-FLEET MAINTENANCE	1,490.00	1,490.00	109.82	596.32	0.00	893.68	59.98 %
101-1012-41215	PERA-FLEET MAINTENANCE	9,580.00	9,580.00	736.96	3,727.16	0.00	5,852.84	61.09 %
101-1012-41225	HEALTH INSURANCE-FLEET MAINTENANCE	5,867.00	5,867.00	474.86	1,969.35	0.00	3,897.65	66.43 %
101-1012-41226	RETIREE INSURANCE	2,933.00	2,933.00	112.80	990.00	0.00	1,943.00	66.25 %
101-1012-41235	UNEMPLOYMENT INSURANCE-FLEET MAINT	163.00	163.00	0.00	0.00	0.00	163.00	100.00 %
101-1012-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	6.90	0.00	23.10	77.00 %
101-1012-41785	WORKER'S COMP. PREMIUMS	5,000.00	5,000.00	0.00	0.00	1,338.00	3,662.00	73.24 %
101-1012-42720	EMPLOYEE TRAINING-FLEET MAINT	2,000.00	2,000.00	0.00	517.71	0.00	1,482.29	74.11 %
101-1012-43316	GAS & OIL	2,000.00	5,000.00	0.00	897.75	0.00	4,102.25	82.05 %
101-1012-43770	SUBSCRIPTION & DUES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00 %
101-1012-43775	TELEPHONE	3,000.00	3,000.00	0.00	344.88	605.12	2,050.00	68.33 %
101-1012-44606	OFFICE SUPPLIES	1,500.00	1,500.00	660.84	660.84	0.00	839.16	55.94 %
101-1012-44607	FIELD SUPPLIES-FLEET MAINTENANCE	26,000.00	14,000.00	351.94	407.48	151.77	13,440.75	96.01 %
101-1012-44613	NON-CAPITAL ITEMS	15,000.00	12,000.00	0.00	0.00	799.98	11,200.02	93.33 %
101-1012-44615	SAFETY EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
101-1012-80845	CAPITAL IMPROVEMENTS	0.00	12,000.00	0.00	0.00	0.00	12,000.00	100.00 %
Department: 1012 - Fleet Maint Total:		189,694.00	189,694.00	10,604.74	54,264.99	2,894.87	132,534.14	69.87 %
Department: 1013 - Community Services								
101-1013-40110	FULL - TIME WAGES	66,997.00	66,997.00	5,153.60	28,344.80	0.00	38,652.20	57.69 %
101-1013-41205	FICA-REGULAR	4,154.00	4,154.00	316.10	1,738.55	0.00	2,415.45	58.15 %
101-1013-41210	FICA-MEDICARE	971.00	971.00	73.92	406.56	0.00	564.44	58.13 %
101-1013-41215	PERA	6,566.00	6,566.00	505.06	2,777.83	0.00	3,788.17	57.69 %
101-1013-41225	HEALTH INSURANCE	5,759.00	5,759.00	466.02	2,563.11	0.00	3,195.89	55.49 %
101-1013-41226	RETIREE INSURANCE	2,010.00	2,010.00	77.30	773.00	0.00	1,237.00	61.54 %
101-1013-41240	WORKER'S COMP ASSESSMENT	10.00	10.00	0.00	2.30	0.00	7.70	77.00 %
101-1013-41785	WORKER'S COMP PREMIUMS	1,604.00	1,604.00	0.00	0.00	0.00	1,604.00	100.00 %
101-1013-42620	UNIFORMS/LINEN	700.00	700.00	0.00	0.00	0.00	700.00	100.00 %
101-1013-42720	EMPLOYEE TRAINING	1,000.00	1,000.00	0.00	257.32	0.00	742.68	74.27 %
101-1013-43316	GAS & OIL	2,500.00	2,500.00	0.00	67.32	1,632.68	800.00	32.00 %
101-1013-44606	OFFICE SUPPLIES	1,500.00	1,500.00	0.00	15.29	0.00	1,484.71	98.98 %
101-1013-44607	FIELD SUPPLIES	3,700.00	3,700.00	0.00	0.00	0.00	3,700.00	100.00 %
101-1013-44615	SAFETY EQUIPMENT	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
101-1013-47420	MAINTENANCE VEHICLE/EQUIP	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %

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101-1013-48598	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	3,732.70	0.00	1,267.30	25.35 %
	Department: 1013 - Community Services Total:	103,671.00	103,671.00	6,592.00	40,678.78	1,632.68	61,359.54	59.19 %
Department: 1014 - Facility Man								
101-1014-40110	FULL TIME WAGES-FACILITY MGT	157,040.00	157,040.00	12,734.50	64,933.50	0.00	92,106.50	58.65 %
101-1014-40125	OVERTIME WAGES-FACILITY MGT	6,000.00	6,000.00	65.25	5,921.26	0.00	78.74	1.31 %
101-1014-40135	STANDBY WAGES-FACILITY MGT	4,000.00	4,000.00	424.00	2,332.00	0.00	1,668.00	41.70 %
101-1014-41205	FICA-REGULAR-FACILITY MGT	10,356.00	10,356.00	796.89	4,437.94	0.00	5,918.06	57.15 %
101-1014-41210	FICA-MEDICARE-FACILITY MGT	2,422.00	2,422.00	186.38	1,037.92	0.00	1,384.08	57.15 %
101-1014-41215	PERA-FACILITY MGT	15,390.00	15,390.00	1,246.56	6,260.22	0.00	9,129.78	59.32 %
101-1014-41225	HEALTH INSURANCE-FACILITY MGT	13,010.00	13,010.00	1,508.70	6,554.63	0.00	6,455.37	49.62 %
101-1014-41226	RETIREE INSURANCE	4,711.00	4,711.00	190.80	1,758.00	0.00	2,953.00	62.68 %
101-1014-41235	UNEMPLOYMENT INSURANCE-FACILITY MGT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	100.00 %
101-1014-41240	WORKER'S COMP ASSESSMENT	50.00	50.00	0.00	9.20	0.00	40.80	81.60 %
101-1014-41785	WORKER'S COMP. PREMIUMS	5,000.00	6,333.00	0.00	0.00	6,333.00	0.00	0.00 %
101-1014-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1014-42310	PER DIEM-FACILITY MGT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1014-42620	UNIFORM/LINEN-FACILITY MGT	2,500.00	2,500.00	0.00	774.00	0.00	1,726.00	69.04 %
101-1014-42720	EMPLOYEE TRAINING-FACILITY MGT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
101-1014-43316	GAS & OIL	7,000.00	7,000.00	553.87	2,431.34	2,085.50	2,483.16	35.47 %
101-1014-43403	REGULAR BUILDING MAINT-FACILITY MGT	58,000.00	52,667.00	5,807.97	10,632.01	3,858.47	38,176.52	72.49 %
101-1014-43407	SEASONAL DECORATIONS-FAC MGT	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
101-1014-43465	RENT OF EQUIPMENT	500.00	500.00	0.00	66.14	433.86	0.00	0.00 %
101-1014-43775	TELEPHONE	4,500.00	4,500.00	0.00	458.10	1,541.90	2,500.00	55.56 %
101-1014-44607	FIELD SUPPLIES-FACILITY MGT	12,752.00	22,752.00	276.09	8,347.63	1,150.60	13,253.77	58.25 %
101-1014-44613	NON-CAPITAL ITEMS	2,000.00	2,000.00	0.00	1,279.86	0.00	720.14	36.01 %
101-1014-44615	SAFETY EQUIPMENT	3,000.00	3,000.00	0.00	99.99	0.00	2,900.01	96.67 %
101-1014-47410	MAINTENANCE CONTRACTS	2,000.00	2,000.00	53.94	269.70	730.30	1,000.00	50.00 %
101-1014-47420	MAINTENANCE-VEHICLE/EQUIP-FACIL MGT	2,000.00	12,000.00	20.00	10,231.48	0.00	1,768.52	14.74 %
101-1014-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	44,000.00	44,000.00	0.00	43,202.00	0.00	798.00	1.81 %
	Department: 1014 - Facility Man Total:	369,231.00	375,231.00	23,864.95	171,036.92	16,133.63	188,060.45	50.12 %
Department: 1016 - Library								
101-1016-40110	FULL TIME WAGES-LIBRARY DEPT	116,355.00	116,355.00	8,950.41	49,331.13	0.00	67,023.87	57.60 %
101-1016-40115	PART-TIME POSITION-LIBRARY DEPT	40,279.00	40,279.00	3,098.40	16,937.28	0.00	23,341.72	57.95 %
101-1016-41205	FICA-REGULAR-LIBRARY	9,711.00	9,711.00	738.48	4,061.64	0.00	5,649.36	58.17 %
101-1016-41210	FICA-MEDICARE-LIBRARY	2,271.00	2,271.00	172.70	949.85	0.00	1,321.15	58.17 %
101-1016-41215	PERA-LIBRARY	15,350.00	15,350.00	1,180.78	6,494.29	0.00	8,855.71	57.69 %
101-1016-41225	HEALTH INSURANCE-LIBRARY	7,189.00	7,189.00	581.72	3,199.46	0.00	3,989.54	55.50 %
101-1016-41226	RETIREE INSURANCE	4,699.00	4,699.00	180.73	1,807.30	0.00	2,891.70	61.54 %
101-1016-41235	UNEMPLOYMENT INSURANCE-LIBRARY	324.00	324.00	0.00	0.00	0.00	324.00	100.00 %
101-1016-41240	WORKER'S COMP ASSESSMENT	60.00	60.00	0.00	13.80	0.00	46.20	77.00 %
101-1016-41785	WORKER'S COMP. PREMIUMS	2,648.00	2,648.00	0.00	0.00	2,212.00	436.00	16.47 %

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101-1016-43770	SUBSCRIPTION & DUES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00	100.00 %
101-1016-43775	TELEPHONE	50.00	50.00	0.00	0.00	0.00	50.00	100.00 %
101-1016-44606	OFFICE SUPPLIES	6,000.00	4,600.00	0.00	190.24	0.00	4,409.76	95.86 %
101-1016-44613	NON-CAPITAL ITEMS	0.00	1,400.00	0.00	1,300.77	0.00	99.23	7.09 %
101-1016-44830	CITY BOOK PURCHASING-LIBRARY	8,500.00	8,500.00	0.00	2,601.21	5,398.79	500.00	5.88 %
101-1016-47420	MAINTENANCE VEHICLE/EQUIP	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
Department: 1016 - Library Total:		218,036.00	218,036.00	14,903.22	86,886.97	7,610.79	123,538.24	56.66 %
Department: 1017 - Hospital GRT								
101-1017-43999	OPERATING COSTS	5,000.00	5,000.00	602.39	2,350.44	0.00	2,649.56	52.99 %
101-1017-48599	OTHER CONTRACTUAL SERVICES	264,000.00	264,000.00	22,902.26	95,624.01	168,375.99	0.00	0.00 %
Department: 1017 - Hospital GRT Total:		269,000.00	269,000.00	23,504.65	97,974.45	168,375.99	2,649.56	0.98 %
Department: 1018 - Utility & Ins								
101-1018-43770	SUBSCRIPTIONS AND DUES	0.00	212.00	0.00	0.00	211.21	0.79	0.37 %
101-1018-43780	UTILITIES	220,000.00	219,788.00	802.07	82,566.80	123,233.20	13,988.00	6.36 %
101-1018-43815	SOFTWARE LIC/SOFTWARE UPDATE	3,446.00	3,446.00	162.54	948.35	1,601.65	896.00	26.00 %
101-1018-43998	INTERCEPT	304,056.00	304,056.00	24,087.29	120,436.45	0.00	183,619.55	60.39 %
101-1018-43999	OPERATING COSTS	43,000.00	43,000.00	3,219.03	15,919.86	0.00	27,080.14	62.98 %
101-1018-46731	PROPERTY INSURANCE-UTIL/INSUR EXP	20,251.00	20,251.00	0.00	0.00	17,468.51	2,782.49	13.74 %
101-1018-46732	GENERAL LIABILITY INSURANCE	22,250.00	22,250.00	0.00	2,096.81	8,693.72	11,459.47	51.50 %
101-1018-46733	VEHICLE INSURANCE	12,547.00	12,547.00	0.00	0.00	7,326.31	5,220.69	41.61 %
101-1018-48596	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %
101-1018-48598	PROFESSIONAL SERVICES	12,000.00	12,000.00	984.84	3,939.36	2,000.20	6,060.44	50.50 %
Department: 1018 - Utility & Ins Total:		647,550.00	647,550.00	29,255.77	225,907.63	170,243.60	251,398.77	38.82 %
Department: 1040 - AOC MUNICIPAL COURT								
101-1040-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	1,203.79	2,796.21	0.00	0.00 %
101-1040-43815	SOFTWARE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
101-1040-48599	OTHER CONTRACTUAL SERVICES	7,500.00	7,500.00	0.00	5,067.03	0.00	2,432.97	32.44 %
Department: 1040 - AOC MUNICIPAL COURT Total:		12,500.00	12,500.00	0.00	6,270.82	2,796.21	3,432.97	27.46 %
Fund: 101 - General Total:		6,225,248.00	6,227,137.00	377,113.96	2,250,484.92	882,254.21	3,094,397.87	49.69 %
Fund: 201 - Corrections								
Department: 1903 - Corrections								
201-1903-44805	AUTO/LAB/DWI/JUD ED	3,000.00	3,000.00	244.00	1,261.00	1,739.00	0.00	0.00 %
201-1903-48710	CARE OF PRISONERS-CORRECTION FUND	107,000.00	107,000.00	3,960.00	10,850.00	28,150.00	68,000.00	63.55 %
Department: 1903 - Corrections Total:		110,000.00	110,000.00	4,204.00	12,111.00	29,889.00	68,000.00	61.82 %
Fund: 201 - Corrections Total:		110,000.00	110,000.00	4,204.00	12,111.00	29,889.00	68,000.00	61.82 %
Fund: 209 - Fire								
Department: 1603 - State Fire								
209-1603-42720	Employee Training & Travel	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	100.00 %
209-1603-43316	GAS & OIL	5,000.00	5,000.00	0.00	802.66	4,197.34	0.00	0.00 %

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209-1603-43465	RENT OF EQUIPMENT	3,500.00	4,500.00	0.00	1,139.26	3,360.74	0.00	0.00 %
209-1603-43770	SUBSCRIPTION & DUES	2,000.00	2,000.00	10.00	10.00	232.87	1,757.13	87.86 %
209-1603-43775	TELEPHONE	2,500.00	2,856.00	54.25	1,504.45	1,350.67	0.88	0.03 %
209-1603-43780	UTILITIES	18,000.00	18,000.00	67.65	2,548.97	8,351.03	7,100.00	39.44 %
209-1603-43815	SOFTWARE LIC/SOFTWARE UPDATE	5,000.00	5,000.00	800.00	3,297.00	0.00	1,703.00	34.06 %
209-1603-43999	OPERATING COSTS	296,700.00	526,819.00	0.00	4,998.60	4,540.72	517,279.68	98.19 %
209-1603-44607	FIELD SUPPLIES	2,000.00	2,000.00	0.00	0.00	248.00	1,752.00	87.60 %
209-1603-44613	NON-CAPITAL ITEMS	0.00	15,650.00	8,911.76	11,906.76	3,742.41	0.83	0.01 %
209-1603-44616	TRAINING SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
209-1603-46730	INSURANCE (NON EMPLOYEES)-ST FIRE	15,500.00	29,620.00	0.00	14,810.00	14,810.00	0.00	0.00 %
209-1603-47405	MAINTENANCE-BUILDING-STATE FIRE	10,000.00	10,000.00	0.00	0.00	6,938.55	3,061.45	30.61 %
209-1603-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	2,000.00	4,380.00	0.00	1,980.15	2,399.85	0.00	0.00 %
209-1603-47420	MAINTENANCE VEHICLE/EQUIP-STATE FIR	16,000.00	16,000.00	0.00	5,067.26	6,834.05	4,098.69	25.62 %
209-1603-47595	GENERAL FUND ADMIN FEE	21,500.00	21,500.00	0.00	0.00	21,500.00	0.00	0.00 %
209-1603-48599	OTHER CONTRACTUAL SERVICES	1,000.00	10,000.00	0.00	0.00	10,000.00	0.00	0.00 %
Department: 1603 - State Fire Total:		410,700.00	683,325.00	9,843.66	48,065.11	88,506.23	546,753.66	80.01 %
Fund: 209 - Fire Total:		410,700.00	683,325.00	9,843.66	48,065.11	88,506.23	546,753.66	80.01 %
Fund: 211 - Law Enforce Prot								
Department: 2003 - Law Enforce Prot								
211-2003-42535	EMPLOYEE TRAINING	2,000.00	2,000.00	0.00	155.00	122.58	1,722.42	86.12 %
211-2003-44573	UNIFORM & EQUIPMENT	4,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
211-2003-44607	FIELD SUPPLIES	8,250.00	8,250.00	0.00	1,592.05	0.00	6,657.95	80.70 %
211-2003-44840	EQUIPMENT & MACHINERY-LAW ENF PROT	8,800.00	8,800.00	0.00	1,750.00	2,113.00	4,937.00	56.10 %
211-2003-47420	MAINTENANCE-VEHICLE/EQUIP	1,200.00	2,200.00	403.25	543.73	0.00	1,656.27	75.29 %
211-2003-48599	OTHER CONTRACTUAL SERVICES	1,750.00	1,750.00	0.00	0.00	0.00	1,750.00	100.00 %
Department: 2003 - Law Enforce Prot Total:		26,000.00	26,000.00	403.25	4,040.78	2,235.58	19,723.64	75.86 %
Fund: 211 - Law Enforce Prot Total:		26,000.00	26,000.00	403.25	4,040.78	2,235.58	19,723.64	75.86 %
Fund: 214 - Lodgers Tax								
Department: 2503 - Lodgers Tax								
214-2503-43465	RENT OF EQUIPMENT	11,500.00	11,500.00	0.00	0.00	0.00	11,500.00	100.00 %
214-2503-47406	PROMOTIONAL/ADVERTISING-LODGERS TAX	156,000.00	156,000.00	7,849.54	8,428.78	33,146.58	114,424.64	73.35 %
214-2503-47595	ADMINISTRATIVE FEES-LODGERS TAX FD	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00	0.00 %
214-2503-47597	9% ADVERTISING/MARKETING	110,000.00	110,000.00	1,058.52	14,417.01	17,079.16	78,503.83	71.37 %
214-2503-47598	PUBLIC ARTS PROJECT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	100.00 %
214-2503-48591	MAIN STREET CONTRACT	35,000.00	45,000.00	0.00	11,250.00	33,750.00	0.00	0.00 %
214-2503-48599	OTHER CONTRACTUAL SERVICES	43,000.00	43,000.00	416.66	4,081.02	13,418.98	25,500.00	59.30 %
214-2503-60596	STATE ADVERTISING GRANT-LODGERS TAX	27,805.00	27,805.00	400.00	2,152.76	847.24	24,805.00	89.21 %
Department: 2503 - Lodgers Tax Total:		400,305.00	410,305.00	9,724.72	40,329.57	113,241.96	256,733.47	62.57 %
Fund: 214 - Lodgers Tax Total:		400,305.00	410,305.00	9,724.72	40,329.57	113,241.96	256,733.47	62.57 %

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Fund: 216 - Muni Street							
Department: 4503 - Muni Street							
216-4503-42620	UNIFORM LINEN-MUNI STREET FUND	4,000.00	4,000.00	0.00	0.00	737.00	3,263.00 81.58 %
216-4503-42720	EMPLOYEE TRAINING-MUNI STREET FUND	2,000.00	2,000.00	0.00	0.00	200.00	1,800.00 90.00 %
216-4503-43316	GAS & OIL	50,000.00	50,000.00	1,955.93	14,686.23	33,067.63	2,246.14 4.49 %
216-4503-43317	DIESEL FUEL-STREET MAINTENANCE	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00 100.00 %
216-4503-43403	REGULAR BUILDING MAINT	500.00	500.00	0.00	0.00	0.00	500.00 100.00 %
216-4503-43550	ROADWAY MAINTENANCE	446,988.00	459,196.00	8,246.00	39,806.21	114,688.43	304,701.36 66.36 %
216-4503-43998	INTERCEPT	150,636.00	150,636.00	10,096.75	50,483.75	0.00	100,152.25 66.49 %
216-4503-43999	OPERATING COSTS-ADMIN FEE LOAN	6,500.00	6,500.00	803.18	3,826.18	0.00	2,673.82 41.14 %
216-4503-44607	FIELD SUPPLIES-STREETS	4,500.00	4,500.00	2,055.85	2,766.22	28.95	1,704.83 37.89 %
216-4503-44613	NON-CAPITAL ITEMS	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00 100.00 %
216-4503-44615	SAFETY EQUIPMENT	4,000.00	4,000.00	0.00	149.26	1,079.99	2,770.75 69.27 %
216-4503-46731	PROPERTY INSURANCE-STREET MAINT	1,418.00	1,418.00	0.00	0.00	1,223.17	194.83 13.74 %
216-4503-46732	GENERAL LIABILITY INSURANCE	2,531.00	2,531.00	0.00	0.00	658.69	1,872.31 73.98 %
216-4503-46733	VEHICLE INSURANCE	15,260.00	15,260.00	0.00	0.00	5,460.84	9,799.16 64.21 %
216-4503-47420	MAINT.VEHICLE/FURN/EQUIP-STREET MAI	30,000.00	30,000.00	1,781.50	20,362.94	2,176.88	7,460.18 24.87 %
216-4503-48599	OTHER CONTRACTUAL SERVICES	4,000.00	4,000.00	0.00	589.65	2,910.35	500.00 12.50 %
216-4503-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	100,000.00	100,000.00	0.00	0.00	98,468.06	1,531.94 1.53 %
Department: 4503 - Muni Street Total:		830,833.00	843,041.00	24,939.21	132,670.44	260,699.99	449,670.57 53.34 %
Fund: 216 - Muni Street Total:		830,833.00	843,041.00	24,939.21	132,670.44	260,699.99	449,670.57 53.34 %
Fund: 217 - Recreation							
Department: 1703 - Muni Recreation							
217-1703-44607	FIELD SUPPLIES-MUNI REC	5,355.00	210.00	0.00	0.00	0.00	210.00 100.00 %
217-1703-44613	Supplies/Equipment	0.00	5,145.00	0.00	0.00	5,144.95	0.05 0.00 %
Department: 1703 - Muni Recreation Total:		5,355.00	5,355.00	0.00	0.00	5,144.95	210.05 3.92 %
Fund: 217 - Recreation Total:		5,355.00	5,355.00	0.00	0.00	5,144.95	210.05 3.92 %
Fund: 260 - Fiscal Recovery Funds							
Department: 2002 - American Rescue Plan							
260-2002-80860	INFRASTRUCTURE	712,404.00	712,404.00	0.00	0.00	0.00	712,404.00 100.00 %
Department: 2002 - American Rescue Plan Total:		712,404.00	712,404.00	0.00	0.00	0.00	712,404.00 100.00 %
Fund: 260 - Fiscal Recovery Funds Total:		712,404.00	712,404.00	0.00	0.00	0.00	712,404.00 100.00 %
Fund: 293 - Vet Wall Perp							
Department: 5103 - Vet Wall Perp							
293-5103-44810	COLUMBARIUM EXPENSES	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00 100.00 %
Department: 5103 - Vet Wall Perp Total:		1,150.00	1,150.00	0.00	0.00	0.00	1,150.00 100.00 %
Fund: 293 - Vet Wall Perp Total:		1,150.00	1,150.00	0.00	0.00	0.00	1,150.00 100.00 %

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Fund: 294 - State Library								
Department: 5003 - State Library								
294-5003-43465	RENT OF EQUIPMENT	0.00	350.00	0.00	85.88	264.12	0.00	0.00 %
294-5003-43775	TELEPHONE	1,600.00	2,300.00	0.00	672.60	1,627.40	0.00	0.00 %
294-5003-44613	NON-CAPITAL ITEMS	42,241.00	37,217.00	0.00	0.00	0.00	37,217.00	100.00 %
294-5003-48599	OTHER CONTRACTUAL SERVICES	2,200.00	0.00	0.00	0.00	0.00	0.00	0.00 %
294-5003-48830	LIBRARY ACQUISITION (BOOKS)-ST LIB	0.00	14,570.00	0.00	0.00	0.00	14,570.00	100.00 %
294-5003-60834	STATE LIBRARY GRANT-STATE LIBRARY	0.00	6,174.00	301.61	1,312.39	2,437.61	2,424.00	39.26 %
Department: 5003 - State Library Total:		46,041.00	60,611.00	301.61	2,070.87	4,329.13	54,211.00	89.44 %
Fund: 294 - State Library Total:		46,041.00	60,611.00	301.61	2,070.87	4,329.13	54,211.00	89.44 %
Fund: 295 - Muni Pool								
Department: 4803 - Muni Pool								
295-4803-40110	FULL TIME WAGES-MUNI POOL	82,597.00	82,095.00	6,440.28	33,659.02	0.00	48,435.98	59.00 %
295-4803-40125	OVERTIME WAGES-MUNI POOL	0.00	502.00	0.00	501.30	0.00	0.70	0.14 %
295-4803-40140	DELAYED COMPENSATION-MUNI POOL	0.00	0.00	2,997.44	2,997.44	0.00	-2,997.44	0.00 %
295-4803-41205	FICA - REGULAR-MUNI POOL	5,121.00	5,121.00	576.92	2,258.56	0.00	2,862.44	55.90 %
295-4803-41210	FICA - MEDICARE-MUNI POOL	1,198.00	1,198.00	134.93	528.20	0.00	669.80	55.91 %
295-4803-41215	PERA-MUNI POOL	5,852.00	5,852.00	450.18	1,967.96	0.00	3,884.04	66.37 %
295-4803-41225	HEALTH INSURANCE-MUNI POOL	14,776.00	14,776.00	1,195.52	6,564.31	0.00	8,211.69	55.57 %
295-4803-41226	RETIREE INSURANCE	1,792.00	1,792.00	68.90	533.48	0.00	1,258.52	70.23 %
295-4803-41235	UNEMPLOYMENT INSURANCE-MUNI POOL	162.00	162.00	0.00	0.00	0.00	162.00	100.00 %
295-4803-41240	WORKER'S COMP ASSESSMENT	32.00	32.00	0.00	9.20	0.00	22.80	71.25 %
295-4803-41785	WORKER'S COMPENSATION-MUNI POOL	2,636.00	2,636.00	0.00	0.00	1,169.00	1,467.00	55.65 %
295-4803-42620	UNIFORMS-LIFEGUARDS	1,000.00	1,000.00	0.00	719.72	0.00	280.28	28.03 %
295-4803-42720	EMPLOYEE TRAINING-MUNI POOL	1,700.00	1,700.00	0.00	34.50	0.00	1,665.50	97.97 %
295-4803-43403	REGULAR BUILDING MAINT	4,650.00	4,650.00	0.00	0.00	0.00	4,650.00	100.00 %
295-4803-43465	RENT OF EQUIPMENT	380.00	380.00	0.00	137.45	242.55	0.00	0.00 %
295-4803-43775	TELEPHONE	8,500.00	8,500.00	0.00	114.96	85.04	8,300.00	97.65 %
295-4803-43780	UTILITIES-MUNI POOL	65,000.00	65,000.00	110.76	14,625.60	28,274.40	22,100.00	34.00 %
295-4803-44606	OFFICE SUPPLIES-MUNI POOL	300.00	300.00	0.00	173.07	0.00	126.93	42.31 %
295-4803-44607	FIELD SUPPLIES-MUNI POOL	16,200.00	16,200.00	0.00	5,953.16	2,560.51	7,686.33	47.45 %
295-4803-44613	NON-CAPITAL ITEMS	1,200.00	1,200.00	0.00	524.00	0.00	676.00	56.33 %
295-4803-44615	SAFETY EQUIPMENT	1,000.00	1,000.00	0.00	804.89	0.00	195.11	19.51 %
295-4803-46794	GOVT. GROSS RECEIPTS-MUNI POOL	1,000.00	1,000.00	50.47	569.60	0.00	430.40	43.04 %
Department: 4803 - Muni Pool Total:		215,096.00	215,096.00	12,025.40	72,676.42	32,331.50	110,088.08	51.18 %
Fund: 295 - Muni Pool Total:		215,096.00	215,096.00	12,025.40	72,676.42	32,331.50	110,088.08	51.18 %
Fund: 296 - PD GRT								
Department: 2403 - PD GRT								
296-2403-42720	EMPLOYEE TRAINING	10,000.00	10,000.00	0.00	828.00	1,200.00	7,972.00	79.72 %
296-2403-43998	INTERCEPT	0.00	21,016.00	1,751.32	8,756.60	0.00	12,259.40	58.33 %

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296-2403-43999	OPERATING COSTS	27,500.00	6,484.00	803.19	3,826.21	0.00	2,657.79	40.99 %
296-2403-44613	NON-CAPITAL ITEMS	15,000.00	47,343.00	0.00	0.00	39,399.26	7,943.74	16.78 %
296-2403-44615	SAFETY EQUIPMENT	17,056.00	17,056.00	0.00	295.36	900.44	15,860.20	92.99 %
296-2403-44616	TRAINING SUPPLIES	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
296-2403-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	112,278.00	147,609.00	0.00	0.00	35,331.49	112,277.51	76.06 %
Department: 2403 - PD GRT Total:		191,834.00	259,508.00	2,554.51	13,706.17	76,831.19	168,970.64	65.11 %
Fund: 296 - PD GRT Total:		191,834.00	259,508.00	2,554.51	13,706.17	76,831.19	168,970.64	65.11 %
Fund: 297 - PD Confidential								
Department: 2203 - PD Confidential								
297-2203-45607	MISC EXP-PD CONFIDENTAL ACCT	6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
Department: 2203 - PD Confidential Total:		6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
Fund: 297 - PD Confidential Total:		6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
Fund: 298 - PD Donations								
Department: 2103 - PD Donations								
298-2103-45607	MISC. EXPENSES	0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
Department: 2103 - PD Donations Total:		0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
Fund: 298 - PD Donations Total:		0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
Fund: 303 - Vet Wall								
Department: 4703 - Vet Wall								
303-4703-43775	TELEPHONE	1,900.00	1,900.00	0.00	574.22	1,225.78	100.00	5.26 %
303-4703-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
Department: 4703 - Vet Wall Total:		11,900.00	11,900.00	0.00	574.22	1,225.78	10,100.00	84.87 %
Fund: 303 - Vet Wall Total:		11,900.00	11,900.00	0.00	574.22	1,225.78	10,100.00	84.87 %
Fund: 304 - Senior Grants								
Department: 4903 - Senior Grants								
304-4903-43403	REGULAR BUILDING MAINT	154,000.00	154,000.00	0.00	0.00	0.00	154,000.00	100.00 %
304-4903-80810	EQUIPMENT VEHICLE SJOA GRANT	105,413.00	105,413.00	0.00	0.00	0.00	105,413.00	100.00 %
Department: 4903 - Senior Grants Total:		259,413.00	259,413.00	0.00	0.00	0.00	259,413.00	100.00 %
Fund: 304 - Senior Grants Total:		259,413.00	259,413.00	0.00	0.00	0.00	259,413.00	100.00 %
Fund: 305 - CI Gen								
Department: 6003 - CI Gen								
305-6003-43550	MAINTENANCE & REPAIR GROUNDS/ROADWAYS	42,615.00	42,615.00	0.00	0.00	0.00	42,615.00	100.00 %
305-6003-44607	FIELD SUPPLIES	42,616.00	42,616.00	0.00	0.00	0.00	42,616.00	100.00 %
Department: 6003 - CI Gen Total:		85,231.00	85,231.00	0.00	0.00	0.00	85,231.00	100.00 %
Fund: 305 - CI Gen Total:		85,231.00	85,231.00	0.00	0.00	0.00	85,231.00	100.00 %
Fund: 306 - CI Jt Utl								
Department: 6103 - CI Jt Utl								
306-6103-47415	MAINTENANCE & REPAIRS GROUNDS/ROADWAYS	142,711.00	142,711.00	0.00	0.00	0.00	142,711.00	100.00 %

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306-6103-48598	PROFESSIONAL SERVICES	100,000.00	100,000.00	314.99	314.99	12,999.34	86,685.67	86.69 %
	Department: 6103 - CI Jt Uti Total:	242,711.00	242,711.00	314.99	314.99	12,999.34	229,396.67	94.51 %
	Fund: 306 - CI Jt Uti Total:	242,711.00	242,711.00	314.99	314.99	12,999.34	229,396.67	94.51 %
Fund: 307 - Golf Course Improv								
Department: 6203 - Golf Course Improv								
307-6203-44613	NON CAPITAL ITEMS	0.00	0.00	0.00	0.00	830.00	-830.00	0.00 %
307-6203-47420	MAINTENANCE VEHICLE/EQUIP	16,454.00	16,454.00	0.00	0.00	0.00	16,454.00	100.00 %
	Department: 6203 - Golf Course Improv Total:	16,454.00	16,454.00	0.00	0.00	830.00	15,624.00	94.96 %
	Fund: 307 - Golf Course Improv Total:	16,454.00	16,454.00	0.00	0.00	830.00	15,624.00	94.96 %
Fund: 309 - USDA WWTP								
Department: 6403 - USDA WWTP								
309-6403-90910	Debt Service	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
	Department: 6403 - USDA WWTP Total:	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
	Fund: 309 - USDA WWTP Total:	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
Fund: 312 - R&R Airport								
Department: 7006 - NMDOT ELECTRICAL VAULT DESIGN								
312-7006-80805	BUILDINGS & STRUCTURES	62,877.00	62,877.00	0.00	67,095.85	0.00	-4,218.85	-6.71 %
	Department: 7006 - NMDOT ELECTRICAL VAULT DESIGN Total:	62,877.00	62,877.00	0.00	67,095.85	0.00	-4,218.85	-6.71 %
Department: 7013 - AIRPORT RUNWAY REHABILITATE 13/31								
312-7013-47415	MAINTENANCE & REPAIR GROUNDS & ROADWAYS	0.00	366,217.00	0.00	236,195.01	56,490.20	73,531.79	20.08 %
312-7013-48598	PROFESSIONAL SERVICES	0.00	0.00	0.00	45,555.38	4,170.56	-49,725.94	0.00 %
	Department: 7013 - AIRPORT RUNWAY REHABILITATE 13/31 Total:	0.00	366,217.00	0.00	281,750.39	60,660.76	23,805.85	6.50 %
Department: 7014 - NM DOT AVIATION GRANT CONS.								
312-7014-44607	FIELD SUPPLIES	0.00	20,000.00	0.00	3,295.00	0.00	16,705.00	83.53 %
	Department: 7014 - NM DOT AVIATION GRANT CONS. Total:	0.00	20,000.00	0.00	3,295.00	0.00	16,705.00	83.53 %
Department: 7015 - NM DOT AVIATION GRANT VEHICLES								
312-7015-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	0.00	135,500.00	0.00	0.00	135,453.40	46.60	0.03 %
	Department: 7015 - NM DOT AVIATION GRANT VEHICLES Total:	0.00	135,500.00	0.00	0.00	135,453.40	46.60	0.03 %
	Fund: 312 - R&R Airport Total:	62,877.00	584,594.00	0.00	352,141.24	196,114.16	36,338.60	6.22 %
Fund: 315 - CI Reserve								
Department: 8001 - PPRF-4968 TECHNOLOGY EQUIPMENT								
315-8001-44613	NON CAPITAL EQUIPMENT<\$5000	228,489.00	201,678.00	0.00	0.00	0.00	201,678.00	100.00 %
	Department: 8001 - PPRF-4968 TECHNOLOGY EQUIPMENT Total:	228,489.00	201,678.00	0.00	0.00	0.00	201,678.00	100.00 %
Department: 8004 - PPRF-4968 BUILDING RENOVATION-ROOFING								
315-8004-43403	REGULAR BUILDING MAINTENANCE	95,693.00	95,693.00	0.00	0.00	0.00	95,693.00	100.00 %
	Department: 8004 - PPRF-4968 BUILDING RENOVATION-ROOFING Total:	95,693.00	95,693.00	0.00	0.00	0.00	95,693.00	100.00 %

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Department: 8005 - PPRF-4968 BUILDING RENOVATION-HVAC SYSTEMS							
315-8005-43403 REGULAR BUILDING MAINTENANCE	60,000.00	60,000.00	0.00	0.00	57,155.19	2,844.81	4.74 %
Department: 8005 - PPRF-4968 BUILDING RENOVATION-HVAC SYSTEMS Total:	60,000.00	60,000.00	0.00	0.00	57,155.19	2,844.81	4.74 %
Department: 8007 - PPRF-4968 RECREATIONAL-PARKS							
315-8007-80846 LAND ACQUISITION / IMPROVEMENTS	48,724.00	48,724.00	0.00	0.00	0.00	48,724.00	100.00 %
Department: 8007 - PPRF-4968 RECREATIONAL-PARKS Total:	48,724.00	48,724.00	0.00	0.00	0.00	48,724.00	100.00 %
Department: 8008 - PPRF-4968 SWIMMING POOL IMPROVEMENTS							
315-8008-43403 REGULAR BUILDING MAINTENANCE	17,928.00	44,739.00	44,738.89	44,738.89	0.00	0.11	0.00 %
Department: 8008 - PPRF-4968 SWIMMING POOL IMPROVEMENTS Total:	17,928.00	44,739.00	44,738.89	44,738.89	0.00	0.11	0.00 %
Fund: 315 - CI Reserve Total:	450,834.00	450,834.00	44,738.89	44,738.89	57,155.19	348,939.92	77.40 %
Fund: 316 - Emergency Reserve							
Department: 9103 - Emergency Reserve							
316-9103-43403 REGULAR BUILDING MAINT	30,000.00	30,000.00	0.00	0.00	29,963.46	36.54	0.12 %
316-9103-47415 MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	100.00 %
Department: 9103 - Emergency Reserve Total:	60,000.00	60,000.00	0.00	0.00	29,963.46	30,036.54	50.06 %
Fund: 316 - Emergency Reserve Total:	60,000.00	60,000.00	0.00	0.00	29,963.46	30,036.54	50.06 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS							
320-6603-80860 INFRASTRUCTURE	8,647,150.00	8,647,150.00	0.00	146,681.70	232,143.84	8,268,324.46	95.62 %
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	8,647,150.00	0.00	146,681.70	232,143.84	8,268,324.46	95.62 %
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1							
320-7017-80860 INFRASTRUCTURE	0.00	7,531,000.00	0.00	0.00	1,166,698.33	6,364,301.67	84.51 %
Department: 7017 - USDA WATER SYSTEM IMPROVEMENTS P1 Total:	0.00	7,531,000.00	0.00	0.00	1,166,698.33	6,364,301.67	84.51 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	16,178,150.00	0.00	146,681.70	1,398,842.17	14,632,626.13	90.45 %
Fund: 360 - NMFA PROJECTS							
Department: 7000 - NMFA COLONIAS 2019							
360-7000-48598 PROFESSIONAL SERVICES	19,749.00	19,749.00	0.00	0.00	21,538.66	-1,789.66	-9.06 %
Department: 7000 - NMFA COLONIAS 2019 Total:	19,749.00	19,749.00	0.00	0.00	21,538.66	-1,789.66	-9.06 %
Department: 7009 - NMFA COLONIAS 2020							
360-7009-80847 ROADWAYS/BRIDGES	1,100,000.00	1,100,000.00	0.00	0.00	0.00	1,100,000.00	100.00 %
Department: 7009 - NMFA COLONIAS 2020 Total:	1,100,000.00	1,100,000.00	0.00	0.00	0.00	1,100,000.00	100.00 %
Department: 7011 - NMFA PG-5240 RIVER WALK FEASIBILITY STUDY							
360-7011-48598 PROFESSIONAL SERVICES	12,376.00	12,376.00	2,595.26	12,376.00	0.00	0.00	0.00 %
Department: 7011 - NMFA PG-5240 RIVER WALK FEASIBILITY STUDY Total:	12,376.00	12,376.00	2,595.26	12,376.00	0.00	0.00	0.00 %
Department: 7012 - SANITARY SEWER ASSET MANAGEMENT PLAN							
360-7012-48598 PROFESSIONAL SERVICES	8,501.00	8,501.00	0.00	8,500.60	0.00	0.40	0.00 %
Department: 7012 - SANITARY SEWER ASSET MANAGEMENT PLAN Total:	8,501.00	8,501.00	0.00	8,500.60	0.00	0.40	0.00 %

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Department: 7016 - NMFA LOAN NORTH TRANSFORMER REPLACEMENT								
360-7016-80805	BUILDINGS AND STRUCTURES	0.00	1,320,907.00	0.00	0.00	1,188,815.53	132,091.47	10.00 %
Department: 7016 - NMFA LOAN NORTH TRANSFORMER REPLACEMENT Total:		0.00	1,320,907.00	0.00	0.00	1,188,815.53	132,091.47	10.00 %
Fund: 360 - NMFA PROJECTS Total:		1,140,626.00	2,461,533.00	2,595.26	20,876.60	1,210,354.19	1,230,302.21	49.98 %
Fund: 370 - WATER TRUST BOARD PROJECTS								
Department: 7008 - BOOSTER STATION & AUSTIN ST IMPROVEMENTS								
370-7008-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	485,540.00	485,540.00	0.00	0.00	0.00	485,540.00	100.00 %
370-7008-48598	PROFESSIONAL SERVICES	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	100.00 %
Department: 7008 - BOOSTER STATION & AUSTIN ST IMPROVEMENTS Total:		685,540.00	685,540.00	0.00	0.00	0.00	685,540.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS Total:		685,540.00	685,540.00	0.00	0.00	0.00	685,540.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Department: 7001 - VACUUM SEWER REHABILITATION								
380-7001-80860	INFRASTRUCTURE	473,000.00	473,000.00	0.00	0.00	32,198.41	440,801.59	93.19 %
Department: 7001 - VACUUM SEWER REHABILITATION Total:		473,000.00	473,000.00	0.00	0.00	32,198.41	440,801.59	93.19 %
Department: 7002 - VARIOUS WATERLINE REPLACEMENTS								
380-7002-48598	PROFESSIONAL SERVICES	9,651.00	9,651.00	0.00	0.00	9,650.58	0.42	0.00 %
380-7002-80860	INFRASTRUCTURE	1,121,632.00	1,121,632.00	0.00	0.00	0.00	1,121,632.00	100.00 %
Department: 7002 - VARIOUS WATERLINE REPLACEMENTS Total:		1,131,283.00	1,131,283.00	0.00	0.00	9,650.58	1,121,632.42	99.15 %
Department: 7005 - AIRFIELD MAINTENANCE & CONSUMABLE ITEMS								
380-7005-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	21,894.00	21,894.00	0.00	0.00	0.00	21,894.00	100.00 %
Department: 7005 - AIRFIELD MAINTENANCE & CONSUMABLE ITEMS Total:		21,894.00	21,894.00	0.00	0.00	0.00	21,894.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS Total:		1,626,177.00	1,626,177.00	0.00	0.00	41,848.99	1,584,328.01	97.43 %
Fund: 403 - Pledge State								
Department: 1203 - Pledge State								
403-1203-90905	DEBT SERVICE PRINCIPAL-PLEDGE STATE	796,545.00	796,545.00	36,090.39	36,090.39	118,809.00	641,645.61	80.55 %
403-1203-90910	DEBT SERVICE INTEREST	122,363.00	122,363.00	24,694.60	24,694.60	20,963.00	76,705.40	62.69 %
403-1203-90925	COMMITMENTS & OTHER FEES-PLEDGE STA	2,486.00	2,486.00	0.00	0.00	0.00	2,486.00	100.00 %
Department: 1203 - Pledge State Total:		921,394.00	921,394.00	60,784.99	60,784.99	139,772.00	720,837.01	78.23 %
Fund: 403 - Pledge State Total:		921,394.00	921,394.00	60,784.99	60,784.99	139,772.00	720,837.01	78.23 %
Fund: 501 - Cemetary								
Department: 1803 - Cemetary								
501-1803-43780	UTILITIES	8,000.00	8,000.00	0.00	2,341.99	3,183.01	2,475.00	30.94 %
501-1803-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	4,000.00	4,000.00	1,000.00	1,000.00	3,000.00	0.00	0.00 %
Department: 1803 - Cemetary Total:		12,000.00	12,000.00	1,000.00	3,341.99	6,183.01	2,475.00	20.63 %
Fund: 501 - Cemetary Total:		12,000.00	12,000.00	1,000.00	3,341.99	6,183.01	2,475.00	20.63 %
Fund: 502 - Util Office - Pool								
Department: 3601 - Util Office								
502-3601-40110	FULL TIME WAGES-UTILITY OFFICE	239,200.00	239,200.00	17,671.24	98,027.92	0.00	141,172.08	59.02 %

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502-3601-40125	OVERTIME WAGES	1,500.00	1,500.00	0.00	42.75	0.00	1,457.25	97.15 %
502-3601-41205	FICA-REGULAR-UTILITY OFFICE	14,923.00	14,923.00	1,037.21	5,759.16	0.00	9,163.84	61.41 %
502-3601-41210	FICA-MEDICARE-UTILITY OFFICE	3,490.00	3,490.00	242.61	1,347.06	0.00	2,142.94	61.40 %
502-3601-41215	PERA-UTILITY OFFICE	23,442.00	23,442.00	1,726.20	9,181.64	0.00	14,260.36	60.83 %
502-3601-41225	HEALTH INSURANCE-UTILITY OFFICE	47,149.00	47,149.00	3,805.78	20,920.76	0.00	26,228.24	55.63 %
502-3601-41226	RETIREE INSURANCE	7,176.00	7,176.00	252.43	2,534.72	0.00	4,641.28	64.68 %
502-3601-41235	UNEMPLOYMENT INSURANCE-UTILITY OFF	378.00	378.00	0.00	0.00	0.00	378.00	100.00 %
502-3601-41240	WORKER'S COMP ASSESSMENT	70.00	70.00	0.00	16.10	0.00	53.90	77.00 %
502-3601-41785	WORKER'S COMP. PREMIUMS	5,762.00	5,762.00	0.00	0.00	4,951.00	811.00	14.07 %
502-3601-42620	UNIFORM/LINEN	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
502-3601-42720	Employee Training & Travel	200.00	200.00	0.00	0.00	0.00	200.00	100.00 %
502-3601-43316	GAS & OIL	5,000.00	5,700.00	0.00	1,394.57	3,633.27	672.16	11.79 %
502-3601-43465	RENT OF EQUIPMENT	23,000.00	30,600.00	253.02	7,143.75	19,370.66	4,085.59	13.35 %
502-3601-43735	POSTAGE & MAIL SERVICES-UTILITY OFF	45,000.00	45,000.00	0.00	10,000.00	35,000.00	0.00	0.00 %
502-3601-43740	PRINTING/PUBLISHING	7,500.00	7,500.00	0.00	3,505.68	0.00	3,994.32	53.26 %
502-3601-43770	SUBSCRIPTIONS & DUES	40,000.00	40,000.00	3,811.98	20,972.22	0.00	19,027.78	47.57 %
502-3601-43775	TELEPHONE	10,000.00	2,400.00	0.00	768.19	1,631.81	0.00	0.00 %
502-3601-43780	UTILITIES	5,000.00	5,000.00	0.00	1,952.09	2,947.91	100.00	2.00 %
502-3601-43815	SOFTWARE LIC/SOFTWARE UPDATE	15,000.00	15,000.00	3,150.30	8,473.45	375.00	6,151.55	41.01 %
502-3601-44606	OFFICE SUPPLIES	5,000.00	5,000.00	0.00	1,728.06	345.49	2,926.45	58.53 %
502-3601-44607	FIELD SUPPLIES	700.00	700.00	0.00	187.53	222.20	290.27	41.47 %
502-3601-44615	SAFETY EQUIPMENT	400.00	400.00	0.00	0.00	0.00	400.00	100.00 %
502-3601-46731	PROPERTY LIABILITY INS-UTILITY OFFI	680.00	680.00	0.00	0.00	586.57	93.43	13.74 %
502-3601-46732	GENERAL LIABILITY INSURANCE	2,500.00	2,500.00	0.00	0.00	650.62	1,849.38	73.98 %
502-3601-46733	VEHICLE INSURANCE	2,500.00	2,500.00	0.00	0.00	1,160.89	1,339.11	53.56 %
502-3601-47420	MAINTENANCE-VEHICLE/EQUIP	1,000.00	1,000.00	0.00	583.35	0.00	416.65	41.67 %
502-3601-48599	OTHER CONTRACTUAL SERVICES	2,000.00	1,300.00	0.00	0.00	0.00	1,300.00	100.00 %
Department: 3601 - Util Office Total:		509,070.00	509,070.00	31,950.77	194,539.00	70,875.42	243,655.58	47.86 %
Fund: 502 - Util Office - Pool Total:		509,070.00	509,070.00	31,950.77	194,539.00	70,875.42	243,655.58	47.86 %
Fund: 503 - Electric								
Department: 3702 - Electric								
503-3702-40110	FULL TIME WAGES-ELECTRIC DIVISION	386,360.00	386,360.00	29,720.00	157,735.44	0.00	228,624.56	59.17 %
503-3702-40125	OVERTIME WAGES-ELECTRIC DIVISION	20,000.00	20,000.00	1,070.79	5,494.04	0.00	14,505.96	72.53 %
503-3702-40135	STANDBY WAGES-ELECTRIC DIVISION	18,000.00	18,000.00	1,195.20	6,449.52	0.00	11,550.48	64.17 %
503-3702-40140	DELAYED COMPENSATION-ELEC DIVISION	12,955.00	12,955.00	0.00	0.00	0.00	12,955.00	100.00 %
503-3702-41205	FICA-REGULAR-ELECTRIC DIVISION	27,114.00	27,114.00	1,934.54	10,253.88	0.00	16,860.12	62.18 %
503-3702-41210	FICA-MEDICARE-ELECTRIC DIVISION	6,341.00	6,341.00	452.44	2,398.10	0.00	3,942.90	62.18 %
503-3702-41215	PERA-ELECTRIC DIVISION	37,863.00	37,863.00	2,912.56	15,455.02	0.00	22,407.98	59.18 %
503-3702-41225	HEALTH INSURANCE-ELECTRIC DIVISION	47,310.00	47,310.00	3,900.03	21,370.42	0.00	25,939.58	54.83 %
503-3702-41226	RETIREE INSURANCE	11,591.00	11,591.00	427.80	4,279.23	0.00	7,311.77	63.08 %
503-3702-41235	UNEMPLOYMENT INSURANCE-ELEC DIVISIO	2,305.00	2,305.00	0.00	0.00	0.00	2,305.00	100.00 %

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503-3702-41240	WORKER'S COMP ASSESSMENT	80.00	80.00	0.00	18.40	0.00	61.60	77.00 %
503-3702-41785	WORKER'S COMP. PREMIUMS	9,112.00	9,112.00	0.00	0.00	8,401.00	711.00	7.80 %
503-3702-42620	UNIFORM/LINEN-ELECTRIC DIVISION	6,000.00	6,000.00	148.98	3,666.96	0.00	2,333.04	38.88 %
503-3702-42720	EMPLOYEE TRAINING-ELECTRIC DIVISION	5,000.00	5,000.00	0.00	1,249.00	0.00	3,751.00	75.02 %
503-3702-43316	GAS & OIL	16,000.00	16,160.00	0.00	6,566.66	9,592.94	0.40	0.00 %
503-3702-43465	RENT OF EQUIPMENT	1,800.00	1,800.00	0.00	539.85	1,251.92	8.23	0.46 %
503-3702-43740	PRINTING/PUBLISHING	0.00	228.00	0.00	0.00	227.85	0.15	0.07 %
503-3702-43770	SUBSCRIPTION & DUES	12,800.00	12,800.00	1,261.20	5,161.20	7,600.00	38.80	0.30 %
503-3702-43775	TELEPHONE	4,000.00	4,000.00	50.56	1,031.15	2,468.85	500.00	12.50 %
503-3702-43780	UTILITIES	80,000.00	80,000.00	639.47	38,124.43	40,367.67	1,507.90	1.88 %
503-3702-43815	SOFTWARE LIC/SOFTWARE UPDATE	12,630.00	12,630.00	9,877.71	10,883.54	1,601.61	144.85	1.15 %
503-3702-44606	OFFICE SUPPLIES	2,000.00	2,000.00	0.00	148.75	484.02	1,367.23	68.36 %
503-3702-44607	FIELD SUPPLIES	300,000.00	300,000.00	0.00	60,847.54	107,655.15	131,497.31	43.83 %
503-3702-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	100.00 %
503-3702-44615	SAFETY EQUIPMENT	13,500.00	13,500.00	440.40	4,485.05	217.00	8,797.95	65.17 %
503-3702-45793	GROSS RECEIPTS TAXES-ELECTRIC	430,000.00	430,000.00	27,000.94	198,800.07	0.00	231,199.93	53.77 %
503-3702-45796	FRANCHISE TAX-ELECTRIC DIVISION	20,000.00	20,000.00	0.00	5,076.65	14,923.35	0.00	0.00 %
503-3702-46731	PROPERTY LIABILITY INS-ELEC DIVISIO	11,687.00	11,687.00	0.00	0.00	9,600.73	2,086.27	17.85 %
503-3702-46732	GENERAL LIABILITY INSURANCE	26,571.00	26,571.00	0.00	0.00	6,585.61	19,985.39	75.22 %
503-3702-46733	VEHICLE INSURANCE	32,935.00	32,935.00	0.00	0.00	14,565.03	18,369.97	55.78 %
503-3702-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	575,530.00	627,302.00	896.40	1,472.84	47,900.00	577,929.16	92.13 %
503-3702-47420	MAINTENANCE-VEHICLE/EQUIP-ELEC DIV	40,000.00	39,840.00	862.58	2,867.19	799.74	36,173.07	90.80 %
503-3702-48596	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %
503-3702-48598	PROFESSIONAL SERVICES	100,777.00	100,777.00	4,819.09	22,161.67	52,294.81	26,320.52	26.12 %
503-3702-48599	OTHER CONTRACTUAL SERVICES	60,000.00	60,000.00	0.00	6,122.69	0.00	53,877.31	89.80 %
503-3702-50795	WHOLESALE POWER COSTS-ELEC DIVISION	3,800,000.00	3,800,000.00	203,095.94	1,655,017.03	2,064,982.97	80,000.00	2.11 %
503-3702-80805	BUILDING & STRUCTURES	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	100.00 %
503-3702-80846	LAND ACQUISITION AND IMPROVEMENT	0.00	0.00	16,346.61	16,346.61	1,627.50	-17,974.11	0.00 %
Department: 3702 - Electric Total:		6,295,261.00	6,347,261.00	307,053.24	2,264,022.93	2,402,856.55	1,680,381.52	26.47 %
Fund: 503 - Electric Total:		6,295,261.00	6,347,261.00	307,053.24	2,264,022.93	2,402,856.55	1,680,381.52	26.47 %
Fund: 504 - Water								
Department: 3803 - Water								
504-3803-40110	FULL TIME WAGES-WATER DIVISION	163,280.00	167,440.00	12,900.45	57,717.96	0.00	109,722.04	65.53 %
504-3803-40125	OVERTIME WAGES-WATER DIVISION	25,000.00	25,000.00	3,079.50	15,871.50	0.00	9,128.50	36.51 %
504-3803-40135	STANDBY WAGES-WATER DIVISION	9,000.00	9,000.00	224.00	2,272.00	0.00	6,728.00	74.76 %
504-3803-40140	DELAYED COMPENSATION-WATER DIV	0.00	1,157.00	360.00	1,517.00	0.00	-360.00	-31.11 %
504-3803-41205	FICA-REGULAR-WATER DIVISION	12,231.00	12,231.00	995.59	4,673.42	0.00	7,557.58	61.79 %
504-3803-41210	FICA-MEDICARE-WATER DIVISION	2,861.00	2,861.00	232.85	1,093.06	0.00	1,767.94	61.79 %
504-3803-41215	PERA-WATER DIVISION	16,001.00	16,001.00	991.01	5,320.44	0.00	10,680.56	66.75 %
504-3803-41225	HEALTH INSURANCE-WATER DIVISION	36,440.00	36,440.00	2,049.36	8,719.36	0.00	27,720.64	76.07 %
504-3803-41226	RETIREE INSURANCE	4,898.00	4,898.00	175.21	1,641.55	0.00	3,256.45	66.49 %

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504-3803-41235	UNEMPLOYMENT INSURANCE-WATER DIV	297.00	297.00	0.00	0.00	0.00	297.00	100.00 %
504-3803-41240	WORKER'S COMP ASSESSMENT	55.00	55.00	0.00	8.05	0.00	46.95	85.36 %
504-3803-41785	WORKER'S COMP. PREMIUMS	10,000.00	10,000.00	0.00	0.00	3,855.00	6,145.00	61.45 %
504-3803-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
504-3803-42620	UNIFORM/LINEN-WATER DIVISION	2,500.00	2,500.00	0.00	0.00	494.94	2,005.06	80.20 %
504-3803-42720	EMPLOYEE TRAINING-WATER DIVISION	4,000.00	4,000.00	0.00	430.00	0.00	3,570.00	89.25 %
504-3803-43316	GAS & OIL	15,000.00	15,000.00	230.94	8,265.06	6,616.34	118.60	0.79 %
504-3803-43465	RENT OF EQUIPMENT	5,000.00	5,000.00	55.00	998.59	2,061.41	1,940.00	38.80 %
504-3803-43466	RENT OF LAND/BUILDING	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	100.00 %
504-3803-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
504-3803-43770	SUBSCRIPTION/DUES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	100.00 %
504-3803-43775	TELEPHONE	8,700.00	8,700.00	0.00	279.93	670.07	7,750.00	89.08 %
504-3803-43780	UTILITIES	101,000.00	101,000.00	58.18	65,977.22	21,622.78	13,400.00	13.27 %
504-3803-43797	WATER CONSERVATION-WATER DIVISION	15,000.00	15,000.00	1,175.75	6,845.58	8,154.42	0.00	0.00 %
504-3803-43815	SOFTWARE LIC/SOFTWARE UPDATE	9,800.00	13,800.00	9,877.71	11,270.54	1,601.61	927.85	6.72 %
504-3803-44605	CHEMICALS/LABORATORY TESTING	0.00	550.00	0.00	523.19	0.00	26.81	4.87 %
504-3803-44606	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	221.00	0.00	2,779.00	92.63 %
504-3803-44607	FIELD SUPPLIES-WATER DIVISION	84,500.00	130,645.00	39,962.58	75,342.27	14,753.54	40,549.19	31.04 %
504-3803-44613	NON-CAPITAL ITEMS	500.00	3,500.00	1,188.50	1,862.46	0.00	1,637.54	46.79 %
504-3803-44615	SAFETY EQUIPMENT	5,000.00	5,000.00	1,184.91	1,414.91	917.56	2,667.53	53.35 %
504-3803-45796	FRANCHISE TAX-WATER DIVISION	3,000.00	3,000.00	0.00	1,247.72	1,752.28	0.00	0.00 %
504-3803-46731	PROPERTY INSURANCE-WATER DIVISION	11,130.00	11,130.00	0.00	0.00	9,600.73	1,529.27	13.74 %
504-3803-46732	GENERAL LIABILITY INSURANCE	25,305.00	25,305.00	0.00	0.00	6,585.61	18,719.39	73.98 %
504-3803-46733	VEHICLE INSURANCE	10,456.00	10,456.00	0.00	0.00	5,855.32	4,600.68	44.00 %
504-3803-46794	GOVT GROSS RECEIPTS TAX	41,111.00	41,111.00	4,728.91	27,221.30	0.00	13,889.70	33.79 %
504-3803-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	15,000.00	15,000.00	576.00	3,696.00	820.00	10,484.00	69.89 %
504-3803-47420	MAINTENANCE-VEHICLE/EQUIP-WATER DIV	8,000.00	8,000.00	32.00	1,960.96	743.01	5,296.03	66.20 %
504-3803-47421	MAINTENANCE EQUIPMENT	100,000.00	30,359.00	0.00	0.00	516.00	29,843.00	98.30 %
504-3803-47430	EMERGENCY REPAIRS	30,000.00	45,000.00	0.00	34,818.40	0.00	10,181.60	22.63 %
504-3803-48596	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %
504-3803-48598	PROFESSIONAL SERVICES	23,000.00	70,091.00	984.85	28,544.43	41,516.45	30.12	0.04 %
Department: 3803 - Water Total:		817,265.00	868,727.00	81,063.30	369,753.90	137,845.87	361,127.23	41.57 %
Fund: 504 - Water Total:		817,265.00	868,727.00	81,063.30	369,753.90	137,845.87	361,127.23	41.57 %
Fund: 505 - Solid Waste								
Department: 3904 - Solid Waste								
505-3904-40110	FULL TIME WAGES-SOLID WASTE DIVI	424,320.00	424,320.00	31,742.98	180,192.32	0.00	244,127.68	57.53 %
505-3904-40125	OVERTIME WAGES-SOLID WASTE DIV	4,500.00	4,500.00	144.96	300.59	0.00	4,199.41	93.32 %
505-3904-40140	DELAYED COMPENSATION-SOLID WASTE	0.00	0.00	138.00	138.00	0.00	-138.00	0.00 %
505-3904-41205	FICA-REGULAR-SOLID WASTE DIVISION	26,587.00	26,587.00	1,875.72	10,576.35	0.00	16,010.65	60.22 %
505-3904-41210	FICA-MEDICARE-SOLID WASTE DIVISION	6,218.00	6,218.00	438.67	2,473.55	0.00	3,744.45	60.22 %
505-3904-41215	PERA-SOLID WASTE DIVISION	41,583.00	41,583.00	3,083.86	17,407.54	0.00	24,175.46	58.14 %

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505-3904-41225	HEALTH INSURANCE-SOLID WASTE DIV	97,481.00	97,481.00	7,151.93	40,530.95	0.00	56,950.05	58.42 %
505-3904-41226	RETIREE INSURANCE	12,730.00	12,730.00	484.45	4,869.29	0.00	7,860.71	61.75 %
505-3904-41235	UNEMPLOYMENT INSURANCE-SOLID WASTE	648.00	648.00	0.00	0.00	0.00	648.00	100.00 %
505-3904-41240	WORKER'S COMP ASSESSMENT	120.00	120.00	0.00	27.60	0.00	92.40	77.00 %
505-3904-41785	WORKER'S COMP. PREMIUMS	10,000.00	10,000.00	0.00	0.00	9,634.00	366.00	3.66 %
505-3904-42620	UNIFORM/LINEN-SOLID WASTE DIVISION	5,000.00	5,000.00	0.00	140.52	0.00	4,859.48	97.19 %
505-3904-42720	EMPLOYEE TRAINING-SOLID WASTE DIV	5,625.00	5,625.00	0.00	550.00	0.00	5,075.00	90.22 %
505-3904-43316	GAS & OIL	55,000.00	55,000.00	4,307.27	22,286.52	28,417.64	4,295.84	7.81 %
505-3904-43403	REGULAR BUILDING MAINT	38,000.00	38,000.00	0.00	4,400.58	0.00	33,599.42	88.42 %
505-3904-43465	RENT OF EQUIPMENT	4,000.00	4,000.00	0.00	622.55	2,377.45	1,000.00	25.00 %
505-3904-43735	POSTAGE & MAIL SERVICES	50.00	50.00	0.00	0.00	0.00	50.00	100.00 %
505-3904-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
505-3904-43770	SUBSCRIPTION & DUES	1,000.00	1,000.00	0.00	550.00	0.00	450.00	45.00 %
505-3904-43775	TELEPHONE	4,000.00	4,000.00	86.46	667.76	1,618.70	1,713.54	42.84 %
505-3904-43780	UTILITIES	25,000.00	25,000.00	0.00	6,422.32	9,477.68	9,100.00	36.40 %
505-3904-43815	SOFTWARE LIC/SOFTWARE UPDATE	15,000.00	15,000.00	9,877.70	12,002.98	1,901.61	1,095.41	7.30 %
505-3904-43999	OPERATING COSTS	2,500.00	2,500.00	301.01	1,433.96	0.00	1,066.04	42.64 %
505-3904-44606	OFFICE SUPPLIES	3,000.00	3,000.00	78.16	330.75	0.00	2,669.25	88.98 %
505-3904-44607	FIELD SUPPLIES-SOLID WASTE DIVISION	69,000.00	69,000.00	173.27	7,932.53	3,839.96	57,227.51	82.94 %
505-3904-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	199.00	0.00	4,801.00	96.02 %
505-3904-44615	SAFETY EQUIPMENT	5,000.00	5,000.00	2,008.22	3,466.40	390.00	1,143.60	22.87 %
505-3904-45601	WASTE DISPOSAL	800,000.00	800,000.00	83,940.55	328,967.59	471,032.33	0.08	0.00 %
505-3904-45796	FRANCHISE TAX	5,000.00	5,000.00	0.00	1,419.95	3,580.05	0.00	0.00 %
505-3904-46731	PROPERTY INSURANCE-SOLID WASTE DIV	11,130.00	11,130.00	0.00	0.00	9,600.73	1,529.27	13.74 %
505-3904-46732	GENERAL LIABILITY INSURANCE	25,305.00	25,305.00	0.00	0.00	6,585.61	18,719.39	73.98 %
505-3904-46733	VEHICLE INSURANCE	39,811.00	39,811.00	0.00	0.00	18,486.53	21,324.47	53.56 %
505-3904-46794	GOVT GROSS RECEIPTS TAX	74,836.00	74,836.00	7,268.47	37,016.32	0.00	37,819.68	50.54 %
505-3904-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	69,900.00	53,670.00	0.00	211.58	0.00	53,458.42	99.61 %
505-3904-47420	MAINTENANCE-VEHICLE/EQUIP-SOLID WAS	75,000.00	75,000.00	19,009.12	34,705.46	18,250.61	22,043.93	29.39 %
505-3904-48596	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %
505-3904-48598	PROFESSIONAL SERVICES	0.00	2,984.00	984.85	3,939.40	1,998.89	-2,954.29	-99.00 %
505-3904-48599	OTHER CONTRACTUAL SERVICES	50,000.00	47,016.00	523.36	23,321.34	7,628.93	16,065.73	34.17 %
505-3904-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	217,000.00	239,841.00	0.00	0.00	239,841.00	0.00	0.00 %
505-3904-80845	OTHER CAPITAL PURCHASES	124,077.00	137,466.00	0.00	0.00	137,466.00	0.00	0.00 %
	Department: 3904 - Solid Waste Total:	2,364,421.00	2,384,421.00	173,619.01	747,103.70	981,836.52	655,480.78	27.49 %
	Fund: 505 - Solid Waste Total:	2,364,421.00	2,384,421.00	173,619.01	747,103.70	981,836.52	655,480.78	27.49 %
Fund: 506 - WWTP								
	Department: 4005 - WWTP							
506-4005-40110	FULL TIME WAGES-WASTEWATER DIVISION	252,429.00	252,429.00	19,684.30	108,700.38	0.00	143,728.62	56.94 %
506-4005-40125	OVERTIME WAGES-WASTEWATER DIVISION	20,000.00	20,000.00	1,940.92	7,809.76	0.00	12,190.24	60.95 %
506-4005-40135	STANDBY WAGES-WASTEWATER DIVISION	10,000.00	10,000.00	594.52	2,999.52	0.00	7,000.48	70.00 %

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506-4005-40140	DELAYED COMPENSATION-WASTEWATER DIV	0.00	0.00	72.00	72.00	0.00	-72.00	0.00 %
506-4005-41205	FICA-REGULAR-WASTEWATER DIVISION	16,672.00	16,672.00	1,329.82	7,126.62	0.00	9,545.38	57.25 %
506-4005-41210	FICA-MEDICARE-WASTEWATER DIVISION	3,899.00	3,899.00	310.99	1,666.60	0.00	2,232.40	57.26 %
506-4005-41215	PERA-WASTEWATER DIVISION	23,413.00	23,413.00	1,836.17	10,330.65	0.00	13,082.35	55.88 %
506-4005-41225	HEALTH INSURANCE-WASTEWATER DIV	50,864.00	50,864.00	3,884.56	21,365.07	0.00	29,498.93	58.00 %
506-4005-41226	RETIREE INSURANCE	7,167.00	7,167.00	268.82	2,730.50	0.00	4,436.50	61.90 %
506-4005-41235	UNEMPLOYMENT INSURANCE-WASTEWATER	351.00	351.00	0.00	0.00	0.00	351.00	100.00 %
506-4005-41240	WORKER'S COMP ASSESSMENT	60.00	60.00	0.00	14.95	0.00	45.05	75.08 %
506-4005-41785	WORKER'S COMP. PREMIUMS	10,000.00	10,000.00	0.00	0.00	5,108.00	4,892.00	48.92 %
506-4005-42305	MILEAGE REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	100.00 %
506-4005-42620	UNIFORM/LINEN-WASTEWATER DIVISION	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	100.00 %
506-4005-42720	EMPLOYEE TRAINING-WASTEWATER DIV	1,500.00	1,500.00	0.00	260.00	0.00	1,240.00	82.67 %
506-4005-43316	GAS & OIL	9,000.00	9,000.00	269.11	3,765.20	5,073.34	161.46	1.79 %
506-4005-43465	RENT OF EQUIPMENT	9,800.00	9,800.00	0.00	0.00	0.00	9,800.00	100.00 %
506-4005-43740	PRINTING/PUBLISHING	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
506-4005-43770	SUBSCRIPTION & DUES	2,500.00	2,500.00	0.00	200.00	0.00	2,300.00	92.00 %
506-4005-43775	TELEPHONE	3,000.00	4,500.00	0.00	1,424.76	2,675.24	400.00	8.89 %
506-4005-43780	UTILITIES	126,000.00	126,000.00	37.50	10,972.79	96,227.21	18,800.00	14.92 %
506-4005-43815	SOFTWARE LIC/SOFTWARE UPDATE	12,000.00	13,548.00	9,877.70	11,758.53	1,601.61	187.86	1.39 %
506-4005-44605	CHEMICALS/LABORATORY TESTING	5,000.00	5,000.00	1,007.55	4,284.93	0.00	715.07	14.30 %
506-4005-44606	OFFICE SUPPLIES	2,500.00	2,500.00	0.00	833.60	0.00	1,666.40	66.66 %
506-4005-44607	FIELD SUPPLIES-WASTEWATER DIVISION	30,000.00	30,000.00	34.38	9,706.92	3,603.00	16,690.08	55.63 %
506-4005-44613	NON-CAPITAL ITEMS	0.00	7,000.00	713.60	4,497.02	0.00	2,502.98	35.76 %
506-4005-44615	SAFETY EQUIPMENT	3,000.00	3,000.00	0.00	1,272.78	0.00	1,727.22	57.57 %
506-4005-46731	PROPERTY INSURANCE-WASTERWATER DIV	11,813.00	11,813.00	0.00	0.00	9,600.73	2,212.27	18.73 %
506-4005-46732	GENERAL LIABILITY INSURANCE	25,305.00	25,305.00	0.00	0.00	6,585.61	18,719.39	73.98 %
506-4005-46733	VEHICLE INSURANCE	13,075.00	13,075.00	0.00	0.00	6,071.47	7,003.53	53.56 %
506-4005-46794	GOVT GROSS RECEIPTS TAX	45,000.00	45,000.00	3,912.43	21,064.40	0.00	23,935.60	53.19 %
506-4005-47415	MAINTENANCE--REPAIRS GROUNDS -ROADWAYS	10,000.00	9,476.00	0.00	0.00	0.00	9,476.00	100.00 %
506-4005-47420	MAINTENANCE-VEHICLE/EQUIP-WASTEWATE	23,000.00	22,476.00	2,457.08	8,413.89	525.00	13,537.11	60.23 %
506-4005-47430	EMERGENCY REPAIRS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	100.00 %
506-4005-48596	AUDIT CONTRACT	10,000.00	10,000.00	0.00	0.00	9,708.80	291.20	2.91 %
506-4005-48598	PROFESSIONAL SERVICES	50,000.00	67,000.00	2,827.37	24,753.81	43,203.10	-956.91	-1.43 %
506-4005-48599	OTHER CONTRACTUAL SERVICES	70,000.00	44,000.00	0.00	0.00	0.00	44,000.00	100.00 %
506-4005-48798	VILLAGE OF WILLIAMSBURG-WASTEWATER	40,000.00	40,000.00	3,936.13	21,457.95	18,542.05	0.00	0.00 %
506-4005-80810	OTHER CAPITAL EQUIPMENT-VEHICLES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	100.00 %
506-4005-80845	CAPITAL IMPROVEMENTS	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	100.00 %
Department: 4005 - WWTP Total:		957,348.00	957,348.00	54,994.95	287,482.63	208,525.16	461,340.21	48.19 %
Fund: 506 - WWTP Total:		957,348.00	957,348.00	54,994.95	287,482.63	208,525.16	461,340.21	48.19 %

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Fund: 508 - Golf Course								
Department: 4303 - Golf Course								
508-4303-40110	FULL TIME WAGES	99,840.00	99,702.00	8,102.75	41,727.00	0.00	57,975.00	58.15 %
508-4303-40115	PART - TIME WAGES	21,758.00	21,758.00	1,397.00	11,846.90	0.00	9,911.10	45.55 %
508-4303-40125	OVERTIME WAGES	2,000.00	2,000.00	135.00	1,510.01	0.00	489.99	24.50 %
508-4303-40140	DELAYED COMPENSATION-GOLF COURSE	0.00	138.00	138.00	138.00	0.00	0.00	0.00 %
508-4303-41205	FICA - REGULAR	7,663.00	7,663.00	605.92	3,423.78	0.00	4,239.22	55.32 %
508-4303-41210	FICA - MEDICARE	1,792.00	1,792.00	141.71	800.71	0.00	991.29	55.32 %
508-4303-41215	PERA	9,784.00	9,784.00	646.80	3,111.26	0.00	6,672.74	68.20 %
508-4303-41225	HEALTH INSURANCE	14,830.00	14,830.00	11.05	46.41	0.00	14,783.59	99.69 %
508-4303-41226	RETIREE INSURANCE	2,933.00	2,933.00	112.80	867.23	0.00	2,065.77	70.43 %
508-4303-41235	UNEMPLOYMENT INSURANCE	216.00	216.00	0.00	0.00	0.00	216.00	100.00 %
508-4303-41240	WORKER'S COMP ASSESSMENT	50.00	50.00	0.00	11.50	0.00	38.50	77.00 %
508-4303-41785	WORKER'S COMP. PREMIUMS	2,909.00	2,909.00	0.00	0.00	1,072.00	1,837.00	63.15 %
508-4303-43316	GAS & OIL	5,000.00	5,000.00	0.00	1,795.86	0.00	3,204.14	64.08 %
508-4303-43465	RENT OF EQUIPMENT	18,000.00	18,000.00	0.00	4,250.85	9,791.27	3,957.88	21.99 %
508-4303-43740	PRINTING/PUBLISHING	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.00 %
508-4303-43770	SUBSCRIPTION & DUES	1,300.00	1,300.00	0.00	270.55	250.00	779.45	59.96 %
508-4303-43775	TELEPHONE	8,000.00	9,000.00	0.00	3,328.50	5,671.50	0.00	0.00 %
508-4303-43780	UTILITIES	22,000.00	22,000.00	0.00	4,994.53	11,309.47	5,696.00	25.89 %
508-4303-44606	OFFICE SUPPLIES	3,000.00	3,000.00	0.00	15.29	43.18	2,941.53	98.05 %
508-4303-44607	FIELD SUPPLIES	39,500.00	38,086.00	1,322.24	10,781.14	8,202.08	19,102.78	50.16 %
508-4303-44613	NON-CAPITAL ITEMS	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00 %
508-4303-46794	GOVT GROSS RECEIPTS TAX	2,000.00	2,000.00	215.82	1,415.25	0.00	584.75	29.24 %
508-4303-47420	MAINTENANCE VEHICLE/EQUIP	0.00	414.00	0.00	213.45	25.68	174.87	42.24 %
Department: 4303 - Golf Course Total:		269,575.00	269,575.00	12,829.09	90,548.22	36,365.18	142,661.60	52.92 %
Fund: 508 - Golf Course Total:		269,575.00	269,575.00	12,829.09	90,548.22	36,365.18	142,661.60	52.92 %
Fund: 509 - Muni Airport								
Department: 4403 - Muni Airport								
509-4403-34318	JET FUEL-AIRPORT	60,000.00	60,000.00	0.00	0.00	19,000.00	41,000.00	68.33 %
509-4403-34319	AV GAS-AIRPORT	50,000.00	50,000.00	0.00	33,987.05	0.00	16,012.95	32.03 %
509-4403-37320	CC DISCOUNT EXPENSE-AIRPORT	5,000.00	5,000.00	0.00	2,920.33	0.00	2,079.67	41.59 %
509-4403-40110	FULL TIME WAGES-AIRPORT	80,080.00	80,080.00	6,724.00	26,593.73	0.00	53,486.27	66.79 %
509-4403-40125	OVERTIME WAGES-AIRPORT	3,000.00	3,000.00	310.50	1,288.50	0.00	1,711.50	57.05 %
509-4403-40135	STANDBY WAGES	6,500.00	6,500.00	864.00	4,256.00	0.00	2,244.00	34.52 %
509-4403-41205	FICA-REGULAR-AIRPORT	5,554.00	5,554.00	483.04	1,979.23	0.00	3,574.77	64.36 %
509-4403-41210	FICA-MEDICARE-AIRPORT	1,299.00	1,299.00	112.98	462.91	0.00	836.09	64.36 %
509-4403-41215	PERA-AIRPORT	7,848.00	7,848.00	439.24	933.16	0.00	6,914.84	88.11 %
509-4403-41225	HEALTH INSURANCE-AIRPORT	12,926.00	12,926.00	439.78	666.30	0.00	12,259.70	94.85 %
509-4403-41226	RETIREE INSURANCE	2,402.00	2,402.00	58.86	188.46	0.00	2,213.54	92.15 %
509-4403-41235	UNEMPLOYMENT INSURANCE-AIRPORT	162.00	162.00	0.00	0.00	0.00	162.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
509-4403-41240	WORKER'S COMP ASSESSMENT	30.00	30.00	0.00	6.90	0.00	23.10	77.00 %
509-4403-41785	WORKER'S COMP. PREMIUMS	2,000.00	2,141.00	0.00	0.00	2,141.00	0.00	0.00 %
509-4403-42620	UNIFORMS-AIRPORT	3,000.00	3,000.00	99.00	1,324.00	0.00	1,676.00	55.87 %
509-4403-42720	TRAVEL & EDUCATION	1,085.00	1,085.00	0.00	614.85	0.00	470.15	43.33 %
509-4403-43316	GAS & OIL	1,500.00	1,500.00	0.00	590.71	909.29	0.00	0.00 %
509-4403-43465	RENT OF EQUIPMENT	21,480.00	21,480.00	0.00	7,002.64	567.36	13,910.00	64.76 %
509-4403-43770	SUBSCRIPTION & DUES	945.00	945.00	0.00	120.00	0.00	825.00	87.30 %
509-4403-43775	TELEPHONE	5,500.00	5,741.00	0.00	1,725.57	4,014.58	0.85	0.01 %
509-4403-43780	UTILITIES	16,200.00	16,200.00	1,145.79	6,090.92	8,909.08	1,200.00	7.41 %
509-4403-43815	SOFTWARE LIC/SOFTWARE UPDATE	360.00	360.00	0.00	0.00	0.00	360.00	100.00 %
509-4403-44606	OFFICE SUPPLIES	1,500.00	1,452.00	141.48	465.54	0.00	986.46	67.94 %
509-4403-44607	FIELD SUPPLIES	3,000.00	2,618.00	0.00	80.69	1,301.65	1,235.66	47.20 %
509-4403-44613	NON-CAPITAL ITEMS	5,000.00	5,000.00	0.00	427.98	0.00	4,572.02	91.44 %
509-4403-44615	SAFETY EQUIPMENT	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	100.00 %
509-4403-46731	PROPERTY LIABILITY-AIRPORT	9,100.00	9,148.00	0.00	4,161.32	4,985.83	0.85	0.01 %
509-4403-46732	GENERAL LIABILITY INSURANCE	4,600.00	4,600.00	0.00	0.00	4,443.40	156.60	3.40 %
509-4403-46733	VEHICLE INSURANCE	1,046.00	1,046.00	0.00	0.00	485.72	560.28	53.56 %
509-4403-46794	GOVT GROSS RECEIPTS TAX	5,500.00	5,500.00	2,015.51	3,657.20	0.00	1,842.80	33.51 %
509-4403-47420	MAINTENANCE VEH/EQUIP-AIRPORT	6,500.00	6,500.00	303.40	3,336.71	263.40	2,899.89	44.61 %
509-4403-48598	PROFESSIONAL SERVICES	45,570.00	45,570.00	3,797.00	15,189.00	7,893.00	22,488.00	49.35 %
509-4403-48599	OTHER CONTRACTUAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	100.00 %
Department: 4403 - Muni Airport Total:		371,287.00	371,287.00	16,934.58	118,069.70	54,914.31	198,302.99	53.41 %
Fund: 509 - Muni Airport Total:		371,287.00	371,287.00	16,934.58	118,069.70	54,914.31	198,302.99	53.41 %
Fund: 600 - Internal Serv								
Department: 7003 - Internal Serv								
600-7003-42620	UNIFORMS/LINEN	3,000.00	3,000.00	0.00	479.99	0.00	2,520.01	84.00 %
600-7003-43316	GAS & OIL	6,000.00	12,000.00	152.00	4,528.78	4,343.39	3,127.83	26.07 %
600-7003-43465	RENT OF EQUIPMENT	2,500.00	2,500.00	0.00	478.83	1,321.17	700.00	28.00 %
600-7003-44606	OFFICE SUPPLIES	3,000.00	3,000.00	154.78	454.60	154.75	2,390.65	79.69 %
600-7003-44607	FIELD SUPPLIES	40,000.00	26,455.00	1,367.74	5,601.95	4,068.12	16,784.93	63.45 %
600-7003-44613	NON-CAPITAL ITEMS	10,000.00	10,000.00	0.00	519.80	0.00	9,480.20	94.80 %
600-7003-44615	SAFETY EQUIPMENT	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	100.00 %
600-7003-47420	MAINTENANCE-VEHICLE/EQUIP-INT SERV	2,000.00	9,545.00	0.00	3,625.49	2,152.93	3,766.58	39.46 %
Department: 7003 - Internal Serv Total:		70,500.00	70,500.00	1,674.52	15,689.44	12,040.36	42,770.20	60.67 %
Fund: 600 - Internal Serv Total:		70,500.00	70,500.00	1,674.52	15,689.44	12,040.36	42,770.20	60.67 %
Report Total:		35,058,700.00	44,940,396.00	1,218,998.90	7,293,462.62	8,498,084.39	29,148,848.99	64.86 %

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - General							
1000 - Governing Body	222,261.00	228,931.00	13,560.03	87,397.70	102,704.30	38,829.00	16.96 %
1001 - City Clerk	216,559.00	216,559.00	13,137.71	79,093.75	21,543.84	115,921.41	53.53 %
1002 - Court	258,413.00	258,413.00	13,040.46	72,260.31	16,702.10	169,450.59	65.57 %
1003 - City Manager	333,260.00	314,951.00	19,094.00	116,618.51	12,792.59	185,539.90	58.91 %
1004 - Admin Serv	477,158.00	477,158.00	40,526.99	172,032.89	27,524.20	277,600.91	58.18 %
1005 - Fire	21,500.00	21,500.00	0.00	21,500.00	0.00	0.00	0.00 %
1006 - ANIMAL SHELTER	179,350.00	179,350.00	13,892.53	72,256.71	11,565.18	95,528.11	53.26 %
1007 - Police	1,499,903.00	1,499,903.00	92,010.21	538,271.53	238,326.02	723,305.45	48.22 %
1008 - Animal Control	175,842.00	181,481.00	10,586.70	87,134.24	5,191.67	89,155.09	49.13 %
1009 - Parks	406,087.00	407,976.00	11,481.29	97,704.24	39,600.20	270,671.56	66.34 %
1010 - Community Dev	204,914.00	204,914.00	8,775.85	56,835.44	29,731.65	118,346.91	57.75 %
1011 - Streets	420,319.00	420,319.00	32,282.86	166,359.04	6,884.69	247,075.27	58.78 %
1012 - Fleet Maint	189,694.00	189,694.00	10,604.74	54,264.99	2,894.87	132,534.14	69.87 %
1013 - Community Services	103,671.00	103,671.00	6,592.00	40,678.78	1,632.68	61,359.54	59.19 %
1014 - Facility Man	369,231.00	375,231.00	23,864.95	171,036.92	16,133.63	188,060.45	50.12 %
1016 - Library	218,036.00	218,036.00	14,903.22	86,886.97	7,610.79	123,538.24	56.66 %
1017 - Hospital GRT	269,000.00	269,000.00	23,504.65	97,974.45	168,375.99	2,649.56	0.98 %
1018 - Utility & Ins	647,550.00	647,550.00	29,255.77	225,907.63	170,243.60	251,398.77	38.82 %
1040 - AOC MUNICIPAL COURT	12,500.00	12,500.00	0.00	6,270.82	2,796.21	3,432.97	27.46 %
Fund: 101 - General Total:	6,225,248.00	6,227,137.00	377,113.96	2,250,484.92	882,254.21	3,094,397.87	49.69 %
Fund: 201 - Corrections							
1903 - Corrections	110,000.00	110,000.00	4,204.00	12,111.00	29,889.00	68,000.00	61.82 %
Fund: 201 - Corrections Total:	110,000.00	110,000.00	4,204.00	12,111.00	29,889.00	68,000.00	61.82 %
Fund: 209 - Fire							
1603 - State Fire	410,700.00	683,325.00	9,843.66	48,065.11	88,506.23	546,753.66	80.01 %
Fund: 209 - Fire Total:	410,700.00	683,325.00	9,843.66	48,065.11	88,506.23	546,753.66	80.01 %
Fund: 211 - Law Enforce Prot							
2003 - Law Enforce Prot	26,000.00	26,000.00	403.25	4,040.78	2,235.58	19,723.64	75.86 %
Fund: 211 - Law Enforce Prot Total:	26,000.00	26,000.00	403.25	4,040.78	2,235.58	19,723.64	75.86 %
Fund: 214 - Lodgers Tax							
2503 - Lodgers Tax	400,305.00	410,305.00	9,724.72	40,329.57	113,241.96	256,733.47	62.57 %
Fund: 214 - Lodgers Tax Total:	400,305.00	410,305.00	9,724.72	40,329.57	113,241.96	256,733.47	62.57 %
Fund: 216 - Muni Street							
4503 - Muni Street	830,833.00	843,041.00	24,939.21	132,670.44	260,699.99	449,670.57	53.34 %
Fund: 216 - Muni Street Total:	830,833.00	843,041.00	24,939.21	132,670.44	260,699.99	449,670.57	53.34 %
Fund: 217 - Recreation							
1703 - Muni Recreation	5,355.00	5,355.00	0.00	0.00	5,144.95	210.05	3.92 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 217 - Recreation Total:	5,355.00	5,355.00	0.00	0.00	5,144.95	210.05	3.92 %
Fund: 260 - Fiscal Recovery Funds							
2002 - American Rescue Plan	712,404.00	712,404.00	0.00	0.00	0.00	712,404.00	100.00 %
Fund: 260 - Fiscal Recovery Funds Total:	712,404.00	712,404.00	0.00	0.00	0.00	712,404.00	100.00 %
Fund: 293 - Vet Wall Perp							
5103 - Vet Wall Perp	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00	100.00 %
Fund: 293 - Vet Wall Perp Total:	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00	100.00 %
Fund: 294 - State Library							
5003 - State Library	46,041.00	60,611.00	301.61	2,070.87	4,329.13	54,211.00	89.44 %
Fund: 294 - State Library Total:	46,041.00	60,611.00	301.61	2,070.87	4,329.13	54,211.00	89.44 %
Fund: 295 - Muni Pool							
4803 - Muni Pool	215,096.00	215,096.00	12,025.40	72,676.42	32,331.50	110,088.08	51.18 %
Fund: 295 - Muni Pool Total:	215,096.00	215,096.00	12,025.40	72,676.42	32,331.50	110,088.08	51.18 %
Fund: 296 - PD GRT							
2403 - PD GRT	191,834.00	259,508.00	2,554.51	13,706.17	76,831.19	168,970.64	65.11 %
Fund: 296 - PD GRT Total:	191,834.00	259,508.00	2,554.51	13,706.17	76,831.19	168,970.64	65.11 %
Fund: 297 - PD Confidential							
2203 - PD Confidential	6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
Fund: 297 - PD Confidential Total:	6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
Fund: 298 - PD Donations							
2103 - PD Donations	0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
Fund: 298 - PD Donations Total:	0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
Fund: 303 - Vet Wall							
4703 - Vet Wall	11,900.00	11,900.00	0.00	574.22	1,225.78	10,100.00	84.87 %
Fund: 303 - Vet Wall Total:	11,900.00	11,900.00	0.00	574.22	1,225.78	10,100.00	84.87 %
Fund: 304 - Senior Grants							
4903 - Senior Grants	259,413.00	259,413.00	0.00	0.00	0.00	259,413.00	100.00 %
Fund: 304 - Senior Grants Total:	259,413.00	259,413.00	0.00	0.00	0.00	259,413.00	100.00 %
Fund: 305 - CI Gen							
6003 - CI Gen	85,231.00	85,231.00	0.00	0.00	0.00	85,231.00	100.00 %
Fund: 305 - CI Gen Total:	85,231.00	85,231.00	0.00	0.00	0.00	85,231.00	100.00 %
Fund: 306 - CI Jt Uti							
6103 - CI Jt Uti	242,711.00	242,711.00	314.99	314.99	12,999.34	229,396.67	94.51 %
Fund: 306 - CI Jt Uti Total:	242,711.00	242,711.00	314.99	314.99	12,999.34	229,396.67	94.51 %
Fund: 307 - Golf Course Improv							
6203 - Golf Course Improv	16,454.00	16,454.00	0.00	0.00	830.00	15,624.00	94.96 %
Fund: 307 - Golf Course Improv Total:	16,454.00	16,454.00	0.00	0.00	830.00	15,624.00	94.96 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 309 - USDA WWTP							
6403 - USDA WWTP	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
Fund: 309 - USDA WWTP Total:	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
Fund: 312 - R&R Airport							
7006 - NMDOT ELECTRICAL VAULT DESIGN	62,877.00	62,877.00	0.00	67,095.85	0.00	-4,218.85	-6.71 %
7013 - AIRPORT RUNWAY REHABILITATE 13/31	0.00	366,217.00	0.00	281,750.39	60,660.76	23,805.85	6.50 %
7014 - NM DOT AVIATION GRANT CONS.	0.00	20,000.00	0.00	3,295.00	0.00	16,705.00	83.53 %
7015 - NM DOT AVIATION GRANT VEHICLES	0.00	135,500.00	0.00	0.00	135,453.40	46.60	0.03 %
Fund: 312 - R&R Airport Total:	62,877.00	584,594.00	0.00	352,141.24	196,114.16	36,338.60	6.22 %
Fund: 315 - CI Reserve							
8001 - PPRF-4968 TECHNOLOGY EQUIPMENT	228,489.00	201,678.00	0.00	0.00	0.00	201,678.00	100.00 %
8004 - PPRF-4968 BUILDING RENOVATION-ROOFING	95,693.00	95,693.00	0.00	0.00	0.00	95,693.00	100.00 %
8005 - PPRF-4968 BUILDING RENOVATION-HVAC SYSTEMS	60,000.00	60,000.00	0.00	0.00	57,155.19	2,844.81	4.74 %
8007 - PPRF-4968 RECREATIONAL-PARKS	48,724.00	48,724.00	0.00	0.00	0.00	48,724.00	100.00 %
8008 - PPRF-4968 SWIMMING POOL IMPROVEMENTS	17,928.00	44,739.00	44,738.89	44,738.89	0.00	0.11	0.00 %
Fund: 315 - CI Reserve Total:	450,834.00	450,834.00	44,738.89	44,738.89	57,155.19	348,939.92	77.40 %
Fund: 316 - Emergency Reserve							
9103 - Emergency Reserve	60,000.00	60,000.00	0.00	0.00	29,963.46	30,036.54	50.06 %
Fund: 316 - Emergency Reserve Total:	60,000.00	60,000.00	0.00	0.00	29,963.46	30,036.54	50.06 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
6603 - USDA WATER SYSTEM IMPROVEMENTS	8,647,150.00	8,647,150.00	0.00	146,681.70	232,143.84	8,268,324.46	95.62 %
7017 - USDA WATER SYSTEM IMPROVEMENTS P1	0.00	7,531,000.00	0.00	0.00	1,166,698.33	6,364,301.67	84.51 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	16,178,150.00	0.00	146,681.70	1,398,842.17	14,632,626.13	90.45 %
Fund: 360 - NMFA PROJECTS							
7000 - NMFA COLONIAS 2019	19,749.00	19,749.00	0.00	0.00	21,538.66	-1,789.66	-9.06 %
7009 - NMFA COLONIAS 2020	1,100,000.00	1,100,000.00	0.00	0.00	0.00	1,100,000.00	100.00 %
7011 - NMFA PG-5240 RIVER WALK FEASIBILITY STUDY	12,376.00	12,376.00	2,595.26	12,376.00	0.00	0.00	0.00 %
7012 - SANITARY SEWER ASSET MANAGEMENT PLAN	8,501.00	8,501.00	0.00	8,500.60	0.00	0.40	0.00 %
7016 - NMFA LOAN NORTH TRANSFORMER REPLACEMENT	0.00	1,320,907.00	0.00	0.00	1,188,815.53	132,091.47	10.00 %
Fund: 360 - NMFA PROJECTS Total:	1,140,626.00	2,461,533.00	2,595.26	20,876.60	1,210,354.19	1,230,302.21	49.98 %
Fund: 370 - WATER TRUST BOARD PROJECTS							
7008 - BOOSTER STATION & AUSTIN ST IMPROVEMENTS	685,540.00	685,540.00	0.00	0.00	0.00	685,540.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS Total:	685,540.00	685,540.00	0.00	0.00	0.00	685,540.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS							
7001 - VACUUM SEWER REHABILITATION	473,000.00	473,000.00	0.00	0.00	32,198.41	440,801.59	93.19 %
7002 - VARIOUS WATERLINE REPLACEMENTS	1,131,283.00	1,131,283.00	0.00	0.00	9,650.58	1,121,632.42	99.15 %
7005 - AIRFIELD MAINTENANCE & CONSUMABLE ITEMS	21,894.00	21,894.00	0.00	0.00	0.00	21,894.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS Total:	1,626,177.00	1,626,177.00	0.00	0.00	41,848.99	1,584,328.01	97.43 %

My Budget Report

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Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 403 - Pledge State							
1203 - Pledge State	921,394.00	921,394.00	60,784.99	60,784.99	139,772.00	720,837.01	78.23 %
Fund: 403 - Pledge State Total:	921,394.00	921,394.00	60,784.99	60,784.99	139,772.00	720,837.01	78.23 %
Fund: 501 - Cemetary							
1803 - Cemetary	12,000.00	12,000.00	1,000.00	3,341.99	6,183.01	2,475.00	20.63 %
Fund: 501 - Cemetary Total:	12,000.00	12,000.00	1,000.00	3,341.99	6,183.01	2,475.00	20.63 %
Fund: 502 - Util Office - Pool							
3601 - Util Office	509,070.00	509,070.00	31,950.77	194,539.00	70,875.42	243,655.58	47.86 %
Fund: 502 - Util Office - Pool Total:	509,070.00	509,070.00	31,950.77	194,539.00	70,875.42	243,655.58	47.86 %
Fund: 503 - Electric							
3702 - Electric	6,295,261.00	6,347,261.00	307,053.24	2,264,022.93	2,402,856.55	1,680,381.52	26.47 %
Fund: 503 - Electric Total:	6,295,261.00	6,347,261.00	307,053.24	2,264,022.93	2,402,856.55	1,680,381.52	26.47 %
Fund: 504 - Water							
3803 - Water	817,265.00	868,727.00	81,063.30	369,753.90	137,845.87	361,127.23	41.57 %
Fund: 504 - Water Total:	817,265.00	868,727.00	81,063.30	369,753.90	137,845.87	361,127.23	41.57 %
Fund: 505 - Solid Waste							
3904 - Solid Waste	2,364,421.00	2,384,421.00	173,619.01	747,103.70	981,836.52	655,480.78	27.49 %
Fund: 505 - Solid Waste Total:	2,364,421.00	2,384,421.00	173,619.01	747,103.70	981,836.52	655,480.78	27.49 %
Fund: 506 - WWTP							
4005 - WWTP	957,348.00	957,348.00	54,994.95	287,482.63	208,525.16	461,340.21	48.19 %
Fund: 506 - WWTP Total:	957,348.00	957,348.00	54,994.95	287,482.63	208,525.16	461,340.21	48.19 %
Fund: 508 - Golf Course							
4303 - Golf Course	269,575.00	269,575.00	12,829.09	90,548.22	36,365.18	142,661.60	52.92 %
Fund: 508 - Golf Course Total:	269,575.00	269,575.00	12,829.09	90,548.22	36,365.18	142,661.60	52.92 %
Fund: 509 - Muni Airport							
4403 - Muni Airport	371,287.00	371,287.00	16,934.58	118,069.70	54,914.31	198,302.99	53.41 %
Fund: 509 - Muni Airport Total:	371,287.00	371,287.00	16,934.58	118,069.70	54,914.31	198,302.99	53.41 %
Fund: 600 - Internal Serv							
7003 - Internal Serv	70,500.00	70,500.00	1,674.52	15,689.44	12,040.36	42,770.20	60.67 %
Fund: 600 - Internal Serv Total:	70,500.00	70,500.00	1,674.52	15,689.44	12,040.36	42,770.20	60.67 %
Report Total:	35,058,700.00	44,940,396.00	1,218,998.90	7,293,462.62	8,498,084.39	29,148,848.99	64.86 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
101 - General	6,225,248.00	6,227,137.00	377,113.96	2,250,484.92	882,254.21	3,094,397.87	49.69 %
201 - Corrections	110,000.00	110,000.00	4,204.00	12,111.00	29,889.00	68,000.00	61.82 %
209 - Fire	410,700.00	683,325.00	9,843.66	48,065.11	88,506.23	546,753.66	80.01 %
211 - Law Enforce Prot	26,000.00	26,000.00	403.25	4,040.78	2,235.58	19,723.64	75.86 %
214 - Lodgers Tax	400,305.00	410,305.00	9,724.72	40,329.57	113,241.96	256,733.47	62.57 %
216 - Muni Street	830,833.00	843,041.00	24,939.21	132,670.44	260,699.99	449,670.57	53.34 %
217 - Recreation	5,355.00	5,355.00	0.00	0.00	5,144.95	210.05	3.92 %
260 - Fiscal Recovery Funds	712,404.00	712,404.00	0.00	0.00	0.00	712,404.00	100.00 %
293 - Vet Wall Perp	1,150.00	1,150.00	0.00	0.00	0.00	1,150.00	100.00 %
294 - State Library	46,041.00	60,611.00	301.61	2,070.87	4,329.13	54,211.00	89.44 %
295 - Muni Pool	215,096.00	215,096.00	12,025.40	72,676.42	32,331.50	110,088.08	51.18 %
296 - PD GRT	191,834.00	259,508.00	2,554.51	13,706.17	76,831.19	168,970.64	65.11 %
297 - PD Confidential	6,700.00	6,700.00	0.00	0.00	0.00	6,700.00	100.00 %
298 - PD Donations	0.00	5,644.00	0.00	643.20	2,072.99	2,927.81	51.87 %
303 - Vet Wall	11,900.00	11,900.00	0.00	574.22	1,225.78	10,100.00	84.87 %
304 - Senior Grants	259,413.00	259,413.00	0.00	0.00	0.00	259,413.00	100.00 %
305 - CI Gen	85,231.00	85,231.00	0.00	0.00	0.00	85,231.00	100.00 %
306 - CI Jt Uti	242,711.00	242,711.00	314.99	314.99	12,999.34	229,396.67	94.51 %
307 - Golf Course Improv	16,454.00	16,454.00	0.00	0.00	830.00	15,624.00	94.96 %
309 - USDA WWTP	0.00	0.00	-11,665.01	0.00	0.00	0.00	0.00 %
312 - R&R Airport	62,877.00	584,594.00	0.00	352,141.24	196,114.16	36,338.60	6.22 %
315 - CI Reserve	450,834.00	450,834.00	44,738.89	44,738.89	57,155.19	348,939.92	77.40 %
316 - Emergency Reserve	60,000.00	60,000.00	0.00	0.00	29,963.46	30,036.54	50.06 %
320 - USDA WATER SYSTEM IMPRC	8,647,150.00	16,178,150.00	0.00	146,681.70	1,398,842.17	14,632,626.13	90.45 %
360 - NMFA PROJECTS	1,140,626.00	2,461,533.00	2,595.26	20,876.60	1,210,354.19	1,230,302.21	49.98 %
370 - WATER TRUST BOARD PROJE	685,540.00	685,540.00	0.00	0.00	0.00	685,540.00	100.00 %
380 - OTHER STATE FUNDED PROJ	1,626,177.00	1,626,177.00	0.00	0.00	41,848.99	1,584,328.01	97.43 %
403 - Pledge State	921,394.00	921,394.00	60,784.99	60,784.99	139,772.00	720,837.01	78.23 %
501 - Cemetary	12,000.00	12,000.00	1,000.00	3,341.99	6,183.01	2,475.00	20.63 %
502 - Util Office - Pool	509,070.00	509,070.00	31,950.77	194,539.00	70,875.42	243,655.58	47.86 %
503 - Electric	6,295,261.00	6,347,261.00	307,053.24	2,264,022.93	2,402,856.55	1,680,381.52	26.47 %
504 - Water	817,265.00	868,727.00	81,063.30	369,753.90	137,845.87	361,127.23	41.57 %
505 - Solid Waste	2,364,421.00	2,384,421.00	173,619.01	747,103.70	981,836.52	655,480.78	27.49 %
506 - WWTP	957,348.00	957,348.00	54,994.95	287,482.63	208,525.16	461,340.21	48.19 %
508 - Golf Course	269,575.00	269,575.00	12,829.09	90,548.22	36,365.18	142,661.60	52.92 %
509 - Muni Airport	371,287.00	371,287.00	16,934.58	118,069.70	54,914.31	198,302.99	53.41 %
600 - Internal Serv	70,500.00	70,500.00	1,674.52	15,689.44	12,040.36	42,770.20	60.67 %
Report Total:	35,058,700.00	44,940,396.00	1,218,998.90	7,293,462.62	8,498,084.39	29,148,848.99	64.86 %

CITY OF TRUTH OR CONSEQUENCES

CASH TRANSFER REPORT

NOVEMBER 2021



Truth or Consequences

CASH TRANSFER REPORT

Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - General								
Revenue								
101-1099-39935	TRANSFER IN	2,756,795.00	2,756,795.00	0.00	682,928.75	0.00	-2,073,866.25	75.23 %
	Revenue Total:	2,756,795.00	2,756,795.00	0.00	682,928.75	0.00	-2,073,866.25	75.23 %
Expense								
101-1099-49930	TRANSFER OUT	561,675.00	561,675.00	0.00	120,918.75	0.00	440,756.25	78.47 %
	Expense Total:	561,675.00	561,675.00	0.00	120,918.75	0.00	440,756.25	78.47 %
	Fund: 101 - General Surplus (Deficit):	2,195,120.00	2,195,120.00	0.00	562,010.00	0.00	-1,633,110.00	74.40 %
Fund: 201 - Corrections								
Revenue								
201-1903-39935	TRANSFER-IN	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00	100.00 %
	Revenue Total:	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00	100.00 %
	Fund: 201 - Corrections Total:	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00	100.00 %
Fund: 214 - Lodgers Tax								
Expense								
214-2503-49930	TRANSFER OUT	90,000.00	90,000.00	0.00	45,000.00	0.00	45,000.00	50.00 %
	Expense Total:	90,000.00	90,000.00	0.00	45,000.00	0.00	45,000.00	50.00 %
	Fund: 214 - Lodgers Tax Total:	90,000.00	90,000.00	0.00	45,000.00	0.00	45,000.00	50.00 %
Fund: 216 - Muni Street								
Revenue								
216-4503-39935	TRANSFER IN	45,100.00	45,100.00	0.00	0.00	0.00	-45,100.00	100.00 %
	Revenue Total:	45,100.00	45,100.00	0.00	0.00	0.00	-45,100.00	100.00 %
Expense								
216-4503-49930	TRANSFER OUT	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
	Expense Total:	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
	Fund: 216 - Muni Street Surplus (Deficit):	-54,900.00	-54,900.00	0.00	0.00	0.00	54,900.00	100.00 %
Fund: 295 - Muni Pool								
Revenue								
295-4803-39935	TRANSFER IN	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00	75.00 %
	Revenue Total:	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00	75.00 %
	Fund: 295 - Muni Pool Total:	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00	75.00 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 296 - PD GRT								
Expense								
<u>296-2403-49930</u>	TRANSFER OUT	112,728.00	112,728.00	0.00	13,182.00	0.00	99,546.00	88.31 %
	Expense Total:	112,728.00	112,728.00	0.00	13,182.00	0.00	99,546.00	88.31 %
	Fund: 296 - PD GRT Total:	112,728.00	112,728.00	0.00	13,182.00	0.00	99,546.00	88.31 %
Fund: 304 - Senior Grants								
Expense								
<u>304-4903-49930</u>	TRANSFER OUT	60,080.00	60,080.00	0.00	0.00	0.00	60,080.00	100.00 %
	Expense Total:	60,080.00	60,080.00	0.00	0.00	0.00	60,080.00	100.00 %
	Fund: 304 - Senior Grants Total:	60,080.00	60,080.00	0.00	0.00	0.00	60,080.00	100.00 %
Fund: 308 - USDA Street Sweeper								
Expense								
<u>308-6303-49930</u>	TRANSFER OUT	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
	Expense Total:	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
	Fund: 308 - USDA Street Sweeper Total:	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
Fund: 315 - CI Reserve								
Revenue								
<u>315-9003-39935</u>	TRANSFER IN	252,727.00	252,727.00	0.00	126,363.50	0.00	-126,363.50	50.00 %
	Revenue Total:	252,727.00	252,727.00	0.00	126,363.50	0.00	-126,363.50	50.00 %
Expense								
<u>315-9003-49930</u>	TRANSFER OUT	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100.00 %
	Expense Total:	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100.00 %
	Fund: 315 - CI Reserve Surplus (Deficit):	172,727.00	172,727.00	0.00	126,363.50	0.00	-46,363.50	26.84 %
Fund: 316 - Emergency Reserve								
Revenue								
<u>316-9103-39935</u>	TRANSFER IN	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00	50.00 %
	Revenue Total:	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00	50.00 %
	Fund: 316 - Emergency Reserve Total:	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00	50.00 %
Fund: 317 - WW Reserve								
Revenue								
<u>317-9203-39935</u>	TRANSFER IN	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00	50.00 %
	Revenue Total:	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00	50.00 %
	Fund: 317 - WW Reserve Total:	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00	50.00 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 318 - Elec Const Reserve								
Revenue								
318-9303-39935	TRANSFER IN	10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00	50.00 %
Revenue Total:		10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00	50.00 %
Fund: 318 - Elec Const Reserve Total:		10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00	50.00 %
Fund: 360 - NMFA PROJECTS								
Revenue								
360-7000-39935	Transfer In	9,000.00	9,000.00	0.00	0.00	0.00	-9,000.00	100.00 %
360-7009-39935	Transfer In	100,000.00	100,000.00	0.00	0.00	0.00	-100,000.00	100.00 %
Revenue Total:		109,000.00	109,000.00	0.00	0.00	0.00	-109,000.00	100.00 %
Fund: 360 - NMFA PROJECTS Total:		109,000.00	109,000.00	0.00	0.00	0.00	-109,000.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS								
Revenue								
370-7008-39935	Transfer In	71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00	100.00 %
Revenue Total:		71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS Total:		71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS								
Revenue								
380-7005-39935	Transfer In	2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00	100.00 %
Revenue Total:		2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS Total:		2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00	100.00 %
Fund: 403 - Pledge State								
Revenue								
403-1203-39935	TRANSFER IN	461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	50.05 %
Revenue Total:		461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	50.05 %
Fund: 403 - Pledge State Total:		461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	50.05 %
Fund: 502 - Util Office - Pool								
Revenue								
502-3601-39935	TRANSFER IN	431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00	75.00 %
Revenue Total:		431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00	75.00 %
Fund: 502 - Util Office - Pool Total:		431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00	75.00 %
Fund: 503 - Electric								
Revenue								
503-3702-39935	TRANSFER IN	0.00	16.38	0.00	16.38	0.00	0.00	0.00 %
Revenue Total:		0.00	16.38	0.00	16.38	0.00	0.00	0.00 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

		Original	Current	Period	Fiscal	Encumbrances	Variance	Percent
		Total Budget	Total Budget	Activity	Activity		Favorable	Remaining
							(Unfavorable)	
Expense								
503-3702-49930	TRANSFER OUT	1,917,705.00	1,917,721.38	0.00	624,334.63	0.00	1,293,386.75	67.44 %
	Expense Total:	1,917,705.00	1,917,721.38	0.00	624,334.63	0.00	1,293,386.75	67.44 %
	Fund: 503 - Electric Surplus (Deficit):	-1,917,705.00	-1,917,705.00	0.00	-624,318.25	0.00	1,293,386.75	67.44 %
Fund: 504 - Water								
Expense								
504-3803-49930	TRANSFER OUT	686,147.00	686,147.00	0.00	188,886.00	0.00	497,261.00	72.47 %
	Expense Total:	686,147.00	686,147.00	0.00	188,886.00	0.00	497,261.00	72.47 %
	Fund: 504 - Water Total:	686,147.00	686,147.00	0.00	188,886.00	0.00	497,261.00	72.47 %
Fund: 505 - Solid Waste								
Expense								
505-3904-49930	TRANSFER OUT	900,249.00	900,249.00	0.00	239,912.00	0.00	660,337.00	73.35 %
	Expense Total:	900,249.00	900,249.00	0.00	239,912.00	0.00	660,337.00	73.35 %
	Fund: 505 - Solid Waste Total:	900,249.00	900,249.00	0.00	239,912.00	0.00	660,337.00	73.35 %
Fund: 506 - WWTP								
Expense								
506-4005-49930	TRANSFER OUT	337,550.00	337,550.00	0.00	84,812.50	0.00	252,737.50	74.87 %
	Expense Total:	337,550.00	337,550.00	0.00	84,812.50	0.00	252,737.50	74.87 %
	Fund: 506 - WWTP Total:	337,550.00	337,550.00	0.00	84,812.50	0.00	252,737.50	74.87 %
Fund: 508 - Golf Course								
Revenue								
508-4303-39935	TRANSFER IN	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75	68.34 %
	Revenue Total:	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75	68.34 %
	Fund: 508 - Golf Course Total:	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75	68.34 %
Fund: 509 - Muni Airport								
Revenue								
509-4403-39935	TRANSFER IN	144,238.00	144,238.00	0.00	36,059.50	0.00	-108,178.50	75.00 %
	Revenue Total:	144,238.00	144,238.00	0.00	36,059.50	0.00	-108,178.50	75.00 %
Expense								
509-4403-49930	TRANSFER OUT	2,189.00	2,189.00	0.00	0.00	0.00	2,189.00	100.00 %
	Expense Total:	2,189.00	2,189.00	0.00	0.00	0.00	2,189.00	100.00 %
	Fund: 509 - Muni Airport Surplus (Deficit):	142,049.00	142,049.00	0.00	36,059.50	0.00	-105,989.50	74.61 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Fund: 600 - Internal Serv
Revenue

600-7003-39935

TRANSFER IN

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00	100.00 %
Revenue Total:	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00	100.00 %
Fund: 600 - Internal Serv Total:	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00	100.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %

Group Summary

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 101 - General							
Revenue	2,756,795.00	2,756,795.00	0.00	682,928.75	0.00	-2,073,866.25	75.23 %
Expense	561,675.00	561,675.00	0.00	120,918.75	0.00	440,756.25	78.47 %
Fund: 101 - General Surplus (Deficit):	2,195,120.00	2,195,120.00	0.00	562,010.00	0.00	-1,633,110.00	74.40 %
Fund: 201 - Corrections							
Revenue	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00	100.00 %
Fund: 201 - Corrections Surplus (Deficit):	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00	100.00 %
Fund: 214 - Lodgers Tax							
Expense	90,000.00	90,000.00	0.00	45,000.00	0.00	45,000.00	50.00 %
Fund: 214 - Lodgers Tax Total:	90,000.00	90,000.00	0.00	45,000.00	0.00	45,000.00	50.00 %
Fund: 216 - Muni Street							
Revenue	45,100.00	45,100.00	0.00	0.00	0.00	-45,100.00	100.00 %
Expense	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	100.00 %
Fund: 216 - Muni Street Surplus (Deficit):	-54,900.00	-54,900.00	0.00	0.00	0.00	54,900.00	100.00 %
Fund: 295 - Muni Pool							
Revenue	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00	75.00 %
Fund: 295 - Muni Pool Surplus (Deficit):	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00	75.00 %
Fund: 296 - PD GRT							
Expense	112,728.00	112,728.00	0.00	13,182.00	0.00	99,546.00	88.31 %
Fund: 296 - PD GRT Total:	112,728.00	112,728.00	0.00	13,182.00	0.00	99,546.00	88.31 %
Fund: 304 - Senior Grants							
Expense	60,080.00	60,080.00	0.00	0.00	0.00	60,080.00	100.00 %
Fund: 304 - Senior Grants Total:	60,080.00	60,080.00	0.00	0.00	0.00	60,080.00	100.00 %
Fund: 308 - USDA Street Sweeper							
Expense	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
Fund: 308 - USDA Street Sweeper Total:	100.00	100.00	0.00	0.00	0.00	100.00	100.00 %
Fund: 315 - CI Reserve							
Revenue	252,727.00	252,727.00	0.00	126,363.50	0.00	-126,363.50	50.00 %
Expense	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	100.00 %
Fund: 315 - CI Reserve Surplus (Deficit):	172,727.00	172,727.00	0.00	126,363.50	0.00	-46,363.50	26.84 %
Fund: 316 - Emergency Reserve							
Revenue	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00	50.00 %
Fund: 316 - Emergency Reserve Surplus (Deficit):	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00	50.00 %
Fund: 317 - WW Reserve							
Revenue	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00	50.00 %
Fund: 317 - WW Reserve Surplus (Deficit):	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00	50.00 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 318 - Elec Const Reserve							
Revenue	10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00	50.00 %
Fund: 318 - Elec Const Reserve Surplus (Deficit):	10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00	50.00 %
Fund: 360 - NMFA PROJECTS							
Revenue	109,000.00	109,000.00	0.00	0.00	0.00	-109,000.00	100.00 %
Fund: 360 - NMFA PROJECTS Surplus (Deficit):	109,000.00	109,000.00	0.00	0.00	0.00	-109,000.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS							
Revenue	71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00	100.00 %
Fund: 370 - WATER TRUST BOARD PROJECTS Surplus (Deficit):	71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS							
Revenue	2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00	100.00 %
Fund: 380 - OTHER STATE FUNDED PROJECTS Surplus (Deficit):	2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00	100.00 %
Fund: 403 - Pledge State							
Revenue	461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	50.05 %
Fund: 403 - Pledge State Surplus (Deficit):	461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50	50.05 %
Fund: 502 - Util Office - Pool							
Revenue	431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00	75.00 %
Fund: 502 - Util Office - Pool Surplus (Deficit):	431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00	75.00 %
Fund: 503 - Electric							
Revenue	0.00	16.38	0.00	16.38	0.00	0.00	0.00 %
Expense	1,917,705.00	1,917,721.38	0.00	624,334.63	0.00	1,293,386.75	67.44 %
Fund: 503 - Electric Surplus (Deficit):	-1,917,705.00	-1,917,705.00	0.00	-624,318.25	0.00	1,293,386.75	67.44 %
Fund: 504 - Water							
Expense	686,147.00	686,147.00	0.00	188,886.00	0.00	497,261.00	72.47 %
Fund: 504 - Water Total:	686,147.00	686,147.00	0.00	188,886.00	0.00	497,261.00	72.47 %
Fund: 505 - Solid Waste							
Expense	900,249.00	900,249.00	0.00	239,912.00	0.00	660,337.00	73.35 %
Fund: 505 - Solid Waste Total:	900,249.00	900,249.00	0.00	239,912.00	0.00	660,337.00	73.35 %
Fund: 506 - WWTP							
Expense	337,550.00	337,550.00	0.00	84,812.50	0.00	252,737.50	74.87 %
Fund: 506 - WWTP Total:	337,550.00	337,550.00	0.00	84,812.50	0.00	252,737.50	74.87 %
Fund: 508 - Golf Course							
Revenue	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75	68.34 %
Fund: 508 - Golf Course Surplus (Deficit):	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75	68.34 %
Fund: 509 - Muni Airport							
Revenue	144,238.00	144,238.00	0.00	36,059.50	0.00	-108,178.50	75.00 %
Expense	2,189.00	2,189.00	0.00	0.00	0.00	2,189.00	100.00 %
Fund: 509 - Muni Airport Surplus (Deficit):	142,049.00	142,049.00	0.00	36,059.50	0.00	-105,989.50	74.61 %

My Budget Report

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Account Typ...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 600 - Internal Serv Revenue	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00	100.00 %
Fund: 600 - Internal Serv Surplus (Deficit):	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00	100.00 %
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
101 - General	2,195,120.00	2,195,120.00	0.00	562,010.00	0.00	-1,633,110.00
201 - Corrections	95,000.00	95,000.00	0.00	0.00	0.00	-95,000.00
214 - Lodgers Tax	-90,000.00	-90,000.00	0.00	-45,000.00	0.00	45,000.00
216 - Muni Street	-54,900.00	-54,900.00	0.00	0.00	0.00	54,900.00
295 - Muni Pool	188,000.00	188,000.00	0.00	47,000.00	0.00	-141,000.00
296 - PD GRT	-112,728.00	-112,728.00	0.00	-13,182.00	0.00	99,546.00
304 - Senior Grants	-60,080.00	-60,080.00	0.00	0.00	0.00	60,080.00
308 - USDA Street Sweeper	-100.00	-100.00	0.00	0.00	0.00	100.00
315 - CI Reserve	172,727.00	172,727.00	0.00	126,363.50	0.00	-46,363.50
316 - Emergency Reserve	12,500.00	12,500.00	0.00	6,250.00	0.00	-6,250.00
317 - WW Reserve	18,954.00	18,954.00	0.00	9,477.00	0.00	-9,477.00
318 - Elec Const Reserve	10,000.00	10,000.00	0.00	5,000.00	0.00	-5,000.00
360 - NMFA PROJECTS	109,000.00	109,000.00	0.00	0.00	0.00	-109,000.00
370 - WATER TRUST BOARD PROJE	71,000.00	71,000.00	0.00	0.00	0.00	-71,000.00
380 - OTHER STATE FUNDED PROJE	2,189.00	2,189.00	0.00	0.00	0.00	-2,189.00
403 - Pledge State	461,783.00	461,783.00	0.00	230,666.50	0.00	-231,116.50
502 - Util Office - Pool	431,700.00	431,700.00	0.00	107,925.00	0.00	-323,775.00
503 - Electric	-1,917,705.00	-1,917,705.00	0.00	-624,318.25	0.00	1,293,386.75
504 - Water	-686,147.00	-686,147.00	0.00	-188,886.00	0.00	497,261.00
505 - Solid Waste	-900,249.00	-900,249.00	0.00	-239,912.00	0.00	660,337.00
506 - WWTP	-337,550.00	-337,550.00	0.00	-84,812.50	0.00	252,737.50
508 - Golf Course	206,437.00	206,437.00	0.00	65,359.25	0.00	-141,077.75
509 - Muni Airport	142,049.00	142,049.00	0.00	36,059.50	0.00	-105,989.50
600 - Internal Serv	43,000.00	43,000.00	0.00	0.00	0.00	-43,000.00
Report Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.2

SUBJECT: Emergency Purchase for Testing on North Transformer
DEPARTMENT: Finance Department
DATE SUBMITTED: December 2, 2021
SUBMITTED BY: Donna Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

The Electric Department had to have emergency testing done to the North Transformer. On November 16, 2021 the North Transformer was lost due to the transformer differential/ sudden pressure lock-out relay tripped. The whole town is currently running off the South Transformer and should it go out we will be without power.

Recommendation:

Information Only

Attachments:

- Emergency Justification Request Form
- Procurement Documents

Fiscal Impact (Finance): Yes

\$29,963.46

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021



CITY OF TRUTH OR CONSEQUENCES

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER

PO Number: 75302

Date: 11/24/2021

Requisition #: 86584

Vendor #: 8050

ISSUED TO: AMERICAN ELECTRICAL TESTING CO., INC
P.O. BOX 825124
PHILADELPHIA, PA 19182-5124

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0		EMERGENCY TESTING ON NORTH TRANSFORMER 503-3702-43403 EMERGENCY SERVICES- N. TRANSFORMER FAILURE SEE ATTACHED EMERGENCY PROCUREMENT & QUOTE			0.00	29,963.46

SUBTOTAL:	29,963.46
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	29,963.46

Chief Purchasing Office: *Smak R. Gardner* Date: 11-24-21

Director of Finance: Requisition approved electronically.

City Manager: Requisition approved electronically.

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



**STATE OF NEW MEXICO
EMERGENCY DETERMINATION FORM**

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Agency: CITY OF TRUTH OR CONSEQUENCES

Agency Chief Procurement Officer: DONNA GARDNER

Telephone Number: 575-894-6673

II. Name of Contractor: AMERICAN ELECTRICAL TESTING

Address of Contractor: 76 CAIN DRIVE- BRENTWOOD, NY 11717

Amount of prospective contract: \$29,963.46

Term of prospective contract: 2 DAYS

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract: PERFORM EMERGENCY TESTING TO INVESTIGATE UNDERVOLTAGE AND DIFFERENTIAL RELAY FAULTS. (DOBLE POWER FACTOR, EXCITATION TEST, WINDING RESISTANCE, INSULATION RESISTANCE, TRANSFORMER TURNS RATIO, SWEEP FREQUENCY RESPONSE ALAYSIS, DOBLE LEAKAGE REACTANCE, TEST REPORT WITH FINDING AND RECOMMENDATIONS).

- IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

On November 16, 2021 around 12:43 AM we lost the North Substation Transformer. The Transformer Differential / Sudden Pressure Lock -Out Relay Tripped, we are currently running the whole town on the South Transformer, and if the South Transformer goes out the whole town will be without power.

- V. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Contracting with American Electrical Testing to come in and test the transformer to do the repairs to get back on line.

- VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

We are currently in the process of purchasing a new transformer to replace the current one.

Certified by:

Date: 11-24-2021

Donna R. Gardner
Agency Chief Procurement Officer

Agency Approval by:

Date: _____

Cabinet Secretary/Governmental Entity Head or Designee



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.3

SUBJECT: Award Recommendation for RFP 21-22-005 12.47KV Distribution Line Renovations
DEPARTMENT: Finance Department
DATE SUBMITTED: December 8, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: : Award recommendation to Bixby Electric for RFP 21-22-005 12.47 KV Distribution Line Renovations

Recommendation:

Approval of Recommendation

Attachments:

- Award letter recommendation
- RFP 21-22-005

Fiscal Impact (Finance): Yes

\$473,160 Proposal + \$40,218.60 GRT= \$513,378.60 Total

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 12-15-2021

Bohannon Huston

425 S. Telshor Blvd.
Suite C-103
Las Cruces, NM
88011-8237

www.bhinc.com

voice: 575.532.8670
facsimile: 575.532.8680

December 7, 2021

Donna Gardner
Chief Procurement Officer
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

Re: Truth or Consequences, 12.47 kV Distribution Line Renovations Project
Proposal Award Recommendation
BHI Project No. 20210319
RFP: 21-22-005

Dear Ms. Gardner:

Bid proposals were received for the above-referenced project on Tuesday, November 16, 2021. The project consists of replacing electrical distribution, associated distributed transformers, secondary services, and miscellaneous distribution components.

Two bid proposals were received before the scheduled bid opening. The proposal documents were to include Resident Contractor Certification and Resident Veteran Contractor Certification. Those contractors that qualify for a preference, by providing the pertinent certification documentation, are indicated in the criteria for award evaluation sheets. The project award amount would be the total base bid, plus bid alternate 1 and 2 of the project. A tabulation of the cost proposals and the engineer's estimate of probable cost are attached, along with the evaluation sheets for each offeror.

A summary of the cost proposals is shown below:

Bidder	Total Base Bid	Bid Alternate #1	Bid Alternate #2	Total Cumulative Bid
Bixby Electric, Inc	\$384,800.00	\$21,580.00	\$66,780.00	\$473,160.00
B and D Industries	\$681,094.00	\$39,333.00	\$60,070.00	\$780,497.00
Engineer Estimate				\$377,575.52

These figures DO NOT include New Mexico Gross Receipts Tax at a rate of 8.500%

Engineering ▲
Spatial Data ▲
Advanced Technologies ▲

Donna Gardner
City of Truth or Consequences
December 7, 2021
Page 2

The scoring within the RFP process weights several aspects, including past performance, with cost being the highest weighted factor. Given all of this factor weighting described within the evaluation criteria, Bixby Electric achieved the highest score and is the apparent selected offeror. A summary of the evaluation criteria scoring for each offeror is summarized below:

Offeror	Points
Bixby Electric, Inc	83
B and D Industries	78

The apparent offeror to be awarded this contract is:

Bixby Electric, Inc.
521 Wheeler Ave SE
Albuquerque, NM 87102
505.842.5384

NM Contractor License No. 28568
Expires 07/31/2023

The apparent low offeror's licenses have been verified with Contractors Licensing Services, Inc., are valid for the type of work to be accomplished and are in active status. We have worked with Bixby Electric, Inc. on previous projects, both as a general contractor and a subcontractor on various types of projects. On projects where BHI was the Engineer of Record, Bixby Electric, Inc. has performed the work satisfactorily.

As part of this request for proposal process, experience on recent and previous projects were requested from the offerors. We confirmed from two past project contacts that Bixby Electric finished their respective projects, but not without significant problems, and that Bixby Electric would not be allowed on future projects. Based on these recent projects and the apparent unsatisfactory performance, BHI is concerned this contractor will perform substandard work. Due to the project funding limitations, we understand that it may not be in the city's best interest to reject this lower bid. That decision must be made by the city if they wish to proceed with the award to Bixby Electric based on the past performance concerns. At a minimum, BHI recommends project performance to be monitored by assigning a full-time qualified inspector during project construction.

The contract documents require that bidders hold the bid prices for a period of sixty (60) days after the proposal submittal to allow the Owner to evaluate the bid proposals. On the basis of the Criteria for Award evaluation results, I recommend the city award the project to Bixby Electric, Inc. in the amount of \$473,160.00 for the Base Bid and Bid Alternates 1 and 2.

The City of Truth or Consequences is required to take action (in the form of a vote) to accept or revise this recommendation in accordance with the City's objectives for award

Donna Gardner
City of Truth or Consequences
December 7, 2021
Page 3

of the construction contract. Please do not hesitate to contact me if you have any questions or need further assistance with this prior to that time.

Sincerely,



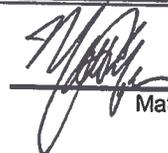
Matthew R. Thompson, PE
Senior Vice President

MRT/rs
Enclosure(s)

CITY OF TRUTH OR CONSEQUENCES
12.47 Kv DISTRIBUTION LINE RENOVATIONS PROJECT
BID REVIEW CERTIFICATION

Bid Item	Description	Unit	Qty	Engineers Estimate		Bixby		B & D	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Base Bid									
BB-1	Mobilization/Demobilization	LS	1			\$ 60,100.00	\$ 60,100.00	\$ 74,852.00	\$ 74,852.00
BB-2	Class 2, Wood Pole, Douglas Fir	EA	18			\$ 7,000.00	\$ 126,000.00	\$ 19,045.00	\$ 342,810.00
BB-3	Dead End, Steel Pole, Direct Embed	EA	2			\$ 22,500.00	\$ 45,000.00	\$ 11,963.00	\$ 23,926.00
BB-4	Wood Crossarm 8 ft	EA	21			\$ 2,000.00	\$ 42,000.00	\$ 1,338.00	\$ 28,098.00
BB-5	Fiberglass Crossarm 8 ft	EA	4			\$ 2,200.00	\$ 8,800.00	\$ 1,077.00	\$ 4,308.00
BB-6	#2/0 ACSR Quail Conductor	LF	7800			\$ 7.00	\$ 54,600.00	\$ 17.00	\$ 132,600.00
BB-7	#2/0 & #4 Triplex/Duplex Service Wire	LF	500			\$ 21.00	\$ 10,500.00	\$ 14.00	\$ 7,000.00
BB-8	Transformer, Pole Mount 1 Phase, 12.47-120 kV 15-50 Kva	EA	15			\$ 2,520.00	\$ 37,800.00	\$ 4,500.00	\$ 67,500.00
Total Base Bid							\$ 384,800.00		\$ 681,094.00
Bid Alternate 1									
BA1-1	Class 2, Wood Pole, Douglas Fir	EA	1			\$ 7,800.00	\$ 7,800.00	\$ 19,565.00	\$ 19,565.00
BA1-2	Wood Crossarm 8 ft	EA	2			\$ 2,000.00	\$ 4,000.00	\$ 1,325.00	\$ 2,650.00
BA1-3	#2/0 ACSR Quail Conductor	LF	1040			\$ 7.00	\$ 7,280.00	\$ 16.00	\$ 16,640.00
BA1-4	#2/0 & #4 Triplex/Duplex Service Wire	LS	1			\$ 2,500.00	\$ 2,500.00	\$ 478.00	\$ 478.00
Total for Bid Alternate #1							\$ 21,580.00		\$ 39,333.00
Bid Alternate 2									
BA2-1	Dead End, Steel Pole, Direct Embed	EA	2			\$ 22,500.00	\$ 45,000.00	\$ 18,248.00	\$ 36,496.00
BA2-2	Fiberglass Crossarm 8 ft	EA	6			\$ 2,000.00	\$ 12,000.00	\$ 1,076.00	\$ 6,456.00
BA2-3	#2/0 ACSR Quail Conductor	LF	1040			\$ 7.00	\$ 7,280.00	\$ 16.00	\$ 16,640.00
BA2-4	#2/0 & #4 Triplex/Duplex Service Wire	LS	1			\$ 2,500.00	\$ 2,500.00	\$ 478.00	\$ 478.00
Total for Bid Alternate #2							\$ 66,780.00		\$ 60,070.00
Total Base Bid and Bid Alternates #1, and #2						\$ 377,575.52	\$ 473,160.00	\$ 60,070.00	\$ 780,497.00

*highlighted areas contain corrected values


 Matthew R. Thompson

BIXBY ELECTRIC, INC		Possible Points	Reviewer 1	Reviewer 2	Reviewer 3								
Safety and Compliance – Contractor written safety program and Safety record including Occupational Safety and Health Administration (OSHA) recordables, Osha Recordable Incident Rate (ORIR), etc. Contractor written Environmental and other compliance programs. Confined Space Entry Program. Hot Work Program. Lockout/Tagout (LOTO) program.		20	18	10	12								
General Contractor Qualifications – Specialized design and technical competence of the firm, based on similar experience, including joint venture or association, and qualification of personnel selected to perform the project. The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Project Administrator.		20	15	5	15								
Compliance with Regulatory Agencies- Submit Compliance with Regulatory Form included in this RFP		10	10	10	10								
Past Experience with similar projects, Past Experience with construction for Government Agencies – Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors referenced in these criteria.		15	10	5	10								
Bid Cost The Offeror with the lowest cost will receive a total of 35 points. Each succeeding offer will receive a quota of points computed as follows: <table border="1" style="margin-left: 20px;"> <tr> <td>Lowest Offer _____</td> <td>x 35</td> <td>_____</td> <td>Points</td> </tr> <tr> <td>Higher Offer _____</td> <td></td> <td></td> <td></td> </tr> </table>		Lowest Offer _____	x 35	_____	Points	Higher Offer _____				35	35	35	35
Lowest Offer _____	x 35	_____	Points										
Higher Offer _____													
Total Possible Points		100	88	65	82								
In State Preference		5	5	5	5								
Veterans Preference		10	0	0	0								
Total Possible Points and Preference Points		115	93	70	87								
AVERAGE				83									


 Matthew R. Thompson

B & D INDUSTRIES, LLC		Possible Points	Reviewer 1	Reviewer 2	Reviewer 3										
Safety and Compliance – Contractor written safety program and Safety record including Occupational Safety and Health Administration (OSHA) recordables, Osha Recordable Incident Rate (ORIR), etc. Contractor written Environmental and other compliance programs. Confined Space Entry Program. Hot Work Program. Lockout/Tagout (LOTO) program.		20	12	10	20										
General Contractor Qualifications – Specialized design and technical competence of the firm, based on similar experience, including joint venture or association, and qualification of personnel selected to perform the project. The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Project Administrator.		20	10	20	20										
Compliance with Regulatory Agencies- Submit Compliance with Regulatory Form included in this RFP		10	10	10	10										
Past Experience with similar projects, Past Experience with construction for Government Agencies – Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors referenced in these criteria.		15	5	15	13										
Bid Cost The Offeror with the lowest cost will receive a total of 35 points. Each succeeding offer will receive a quota of points computed as follows: <table border="1" style="margin-left: 20px;"> <tr> <td>Lowest Offer</td> <td>\$ 473,160.00</td> <td>x 35</td> <td><u>21.21802</u></td> <td>Points</td> </tr> <tr> <td>Higher Offer</td> <td>\$ 780,497.00</td> <td></td> <td></td> <td></td> </tr> </table>		Lowest Offer	\$ 473,160.00	x 35	<u>21.21802</u>	Points	Higher Offer	\$ 780,497.00				35	21	21	21
Lowest Offer	\$ 473,160.00	x 35	<u>21.21802</u>	Points											
Higher Offer	\$ 780,497.00														
Total Possible Points		100	58	76	84										
In State Preference		5	5	5	5										
Veterans Preference		10	0	0	0										
Total Possible Points and Preference Points		115	63	81	89										
AVERAGE					78										



 Matthew R. Thompson



As Advertised

SPECIFICATIONS AND CONTRACT DOCUMENTS

for the

**12.47 KV DISTRIBUTION LINE RENOVATIONS
TRUTH OR CONSEQUENCES, NM
RFP: 21-22-005**

October 5, 2021

Prepared for

CITY OF TRUTH OR CONSEQUENCES

CHIEF PROCUREMENT OFFICER:

Donna Gardner

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

Phone: (575) 952-0490

Email: procurement@torcnm.org

BOHANNAN HUSTON, INC. PROJECT NO. 20210319

425 S. TELSHOR BLVD., SUITE C-103

LAS CRUCES, NM 88011

(575) 532-8670

Bohannan  Huston

ENGINEER OF RECORD:

Bohannon Huston, Inc
425 S. Telshor Blvd., Ste C103
Las Cruces, NM 88011
(575) 532-8670

The technical material and data contained in the specifications were prepared under the supervision and direction of the undersigned, whose seal as a Professional Engineer, licensed to practice in the State of New Mexico, is affixed below.

Engineers Stamp



10/06/2021

Matthew J. Haverkamp, P.E.
Engineer of Record

License No. 26939

Approved by Owner:



City of Truth or Consequences

All questions about the meaning or intent of these documents shall be submitted only to the Engineer of Record, stated above, in writing.

**CONTRACT DOCUMENTS
FOR 12.47 KV DISTRIBUTION LINE RENOVATIONS**

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CITY OF TRUTH OR CONSEQUENCES
TRUTH OR CONSEQUENCES, NM
12.47 KV DISTRIBUTION LINE RENOVATIONS
RFP: 21-22-005

REQUEST FOR PROPOSALS

As required by 13-1-11 NMSA 1978 the City of Truth or Consequences (Owner) is requesting proposals (RFP) for the project described in this RFP.

Sealed proposals for the construction of the **12.47 kV Distribution Line Renovations**, will be received at the **City of Truth or Consequences, Procurement Office 505 Sims St. Truth or Consequences, NM 87901** until **2:00 pm** local time on **November 16, 2021**, at which time the proposals received will be **privately** opened and read. The Project consists of constructing and **replacing electrical distribution, associated distributed transformers, secondary services, and miscellaneous distribution components.**

The Issuing Office for the Project Documents is: **Bohannon Huston, Inc. located at 425 S. Telshor Blvd., Suite C103, Las Cruces, NM 88011, telephone 575-532-8670.** Prospective offerors may examine the Bidding Documents at the Issuing Office between the hours of **Monday – Thursday 7:30 to 5:30 and Friday 7:30 to 11:30**, and may obtain copies of the Project Documents from the Issuing Office as described below.

For offeror forms, and Contract Documents, including plans, specifications, and other documents to be used in connection with the submission of bids, prospective offerors are invited to register under the "BHITracker®" web portal link located at www.bhinc.com to obtain access to the "Bids" section for distribution of project documents electronically. Select the pertinent project as listed on the projects list. Register new company account by providing the following contact information: Company name, contact name, company role, telephone number and email address. The offeror shall receive a notification email once the offeror has been registered with the site. Each registered offeror will be able to re-access the site from www.bhinc.com and selecting the "BHITracker®/Bids" icon which will direct the offeror to the BHITracker® bid document distribution site. The offeror shall have a specific username and password in order to gain access to the "**Truth or Consequences 12.47 kV Distribution Line Renovations**" project. Neither Owner nor Engineer will be responsible for full or partial sets of Project Documents, including Addenda if any, obtained from sources other than the Issuing Office.

If you do not or cannot access the site, please notify us as soon as possible. The following shall be performed through the BHITracker® site.

1. **DOWNLOAD THE BIDDING DOCUMENTS FROM THE BHITRACKER® SITE:**
The bidding documents are available during the bidding phase from the **CONTRACT DOCUMENTS** tab under the **BIDDING DOCUMENTS** subsection. When issued, addenda will be available from the **ADDENDA SECTION**.
2. **PLEASE SUBMIT ALL QUESTIONS THROUGH THE BHITRACKER® SITE:** To submit a question, go to the **BIDDING** tab and click on **SUBMIT QUESTION**. This will direct you to a form to enter the question, when complete click **SUBMIT** and the question will be sent to BHI for review. Responses to questions will be included in the Addenda section (under the **CONTRACT DOCUMENTS** tab) and offerors will be notified via email when this information is available.
3. The offerors list is provided in the **BIDDERS LIST** tab.

Bidding Documents also may be examined at the following locations:

City of Truth or Consequences Office, 505 Sims St. Truth or Consequences, NM 87901

Construction Reporter 1609 Second St. NM, Albuquerque, NM 87102 (505) 243-9793

The PlanIt Room 1155 Westmoreland Suite 109, El Paso, TX 79925 (915) 781-2900

A pre-proposal conference will be held at **2:00 pm** local time on **October 26, 2021** at the **City of Truth or Consequences, Chambers Meeting Room at 405 W 3rd St. Truth or Consequences, NM 87901**. Attendance at the pre-proposal conference is **mandatory**. Bidders shall submit questions to the Owner / Engineer during the bidding phase through the BHITracker® Site. Responses to the questions will be provided via an addendum. The last day for questions is close of business (**5:00 pm local time**) **November 5, 2021**.

Bid security shall be furnished in accordance with the Instructions to Bidders.

The amount and nature of the service to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is part of this Request for Proposal ("RFP"), and that the undersigned Offeror has read and understands the scope and conditions of the RFP.

By submitting this proposal, Offeror declares it is an equal opportunity employer, and will not discriminate with regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, or physical or mental handicap as specified in Sec. 281-7 NMSA 1978 in the performance of this contract between Offeror and the Owner.

The Offeror hereby proposes to perform necessary professional services for the amount and upon the conditions stated in this proposal after notice of award of the contract.

This RFP is subject to the Purchase Order "Term and Conditions," Proposal Requirements, Scope of Work and any subsequent contract or agreement

Proposals must include, but are not limited, the requirements set in the RFP. Proposals deposited with the Owner may be withdrawn or modified prior to the time set for opening of proposals.

The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during negotiation process.

Pursuant to 13-1-115 NMSA 1978, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.

The Owner will open all proposals, assign an evaluation committee and evaluate all proposals; determine the need for, and conduct any negotiation; and make final recommendation to the City Council for award of the agreement or contract.

The agreement or contract award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the Owner, taking into consideration the evaluation factors set forth in the RFP.

The proposal total shall exclude all applicable taxes including applicable New Mexico Gross Receipts Tax or applicable local option tax. The Owner will pay the successful offeror for any taxes due on the agreement or contract and will pay any increase in applicable taxes which becomes effective after the date the agreement or contract is entered into in addition to the Proposal total amount. Taxes shall be shown as a separate line item and separate amount on the invoice.

The Owner reserves the right to reject any or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the Owner.

Award of the contract is contingent upon the budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

Owner: City of Truth or Consequences

By: Donna Gardner

Title: Chief Procurement Officer

Date: October 8, 2021

+ + END OF REQUEST FOR PROPOSALS + +

INSTRUCTIONS TO OFFERORS

1. Information Provided by the Owner

- a. Offerors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Offerors rely on any oral statement.
- b. Should an Offeror find discrepancies in, or omissions from, this RFP and related documents, or should Offeror be in doubt as to meaning, Offeror shall immediately notify the City's designated representative. Each Offeror requesting an interpretation will be responsible for the delivery of such requests to the City's designated representative in writing as outlined in this RFP. The City will not be bound by, nor responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

2. Intent

- a. It is the intent of the City to award the contract to the most qualified, responsible Offeror(s) as detailed in the Scope of Work, and with consideration of the potential costs for services. The City will negotiate with the Offeror(s) deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.
- b. It is the City's intent to adhere to the schedule as set at the publication of this RFP. However, the City reserves the right to modify said schedule.

3. Term

- a. The work will be substantially completed within **180** calendar days for the base bid. If Alternate #1 is awarded, an additional **30** days will be added to the contract time. If Alternate #2 is awarded, an additional **30** days will be added to the contract time. Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **60** days after the date when the Contract Times commence to run.
- b. Until the final award by the Truth or Consequences City Council, the City reserves the right to reject any and/or all submittals, to waive technicalities, to re-advertise, or to otherwise proceed when the best interest of the City will be realized. This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property.

4. Termination

- a. Termination for Cause - If, through any cause, Bidder fails to fulfill in a timely and proper manner Bidder's obligations under this Agreement or if Bidder violates any of the covenants, agreements, or stipulations of this Agreement, the City may order Bidder by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If Bidder fails to correct the deficiency within the time period specified in such notice, which time

period shall be reasonable under the circumstances, the City Manager shall have the right to immediately terminate this Agreement. The Bidder shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder prior to such termination.

Notwithstanding the above, Bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Bidder, and the City may withhold any payments to the Bidder for the purposes of set-off until such time as the exact amount of damages due the City from the Bidder is determined.

- b. Termination for Convenience - The City Manager may terminate this contract at any time by giving at least thirty (30) days' notice in writing to the Bidder. If this contract is terminated due to the fault of Bidder no further compensation or reimbursement to Bidder shall be due. If terminated for any other reason, City will reimburse Bidder for all documented out-of-pocket expenses incurred in connection with this contract.

5. Estimated Quantities

- a. Quantities are estimates only. The City does not guarantee a minimum quantity to be purchased during the term of the contract. The City reserves the right to:
 - i. order more or less than the quantity listed
 - ii. add or delete items from the contract
 - iii. not order some items on the list
- b. The City anticipates ordering in quantities as shown on the Bid Schedule. If the Bidder's pricing is subject to change if the City elects to order less than or more than the quantity lot size identified, the Bidder must clearly identify on a separate sheet of paper titled "Order Quantity Schedule" the quantity levels where different price structures are applied.

6. Required Unit of Measure

- a. Bidder must correctly extend their bid line items based on the UOM (Unit of Measure) packaging indicated for bid comparison purposes. Bidders submitting their bid with no extended pricing or total may be considered non-responsive.
- b. Bids submitted are to be quoted and invoiced as per UOM listed on each line item. No other UOM will be accepted and the City reserves the right to reject the category or line item not quoted or invoiced as requested.

7. Use of Contract by Other Agencies

- a. Pursuant to Section 13-1-129, NMSA 1978, Bidders/Contractors/Offerors are hereby notified that any central purchasing office allowed by law and as otherwise allowed by their respective governing rules and regulations, may contract for the goods and/or services included in this procurement document with the awarded Bidder/Contractor/Offeror. Contractual engagements accomplished under this provision shall be solely between the Bidder/Contractor/Offeror and the contracting entity with no obligation by the City of Truth or Consequences.

8. Signing of Proposals and Authorization to Negotiate

- a. The original proposal shall be executed by a duly authorized officer of the Offeror. The Offeror must also identify those persons authorized to negotiate on its behalf with the City in connection with this RFP.

9. Period of Acceptance

- a. All proposals must remain valid for a minimum period of ninety (90) calendar days after the Proposal Due Date. No proposal may be modified or withdrawn by the Offeror during this period of time unless prior written permission is granted by the City.
- b. The City reserves the right to request additional information from the Offeror at any time during the selection process. The City also reserves the right to extend by thirty (30) days the proposal of any Offeror, at no additional cost to the City, to allow for the completion of the final contract documents. If the notification of selection of an Offeror or request for time extension has not been made by the City after ninety (90) days, Offerors may, at their discretion, withdraw their proposals or provide the City with written extensions of time.

10. Binding Offers

- a. All proposals submitted by Offeror are required to be binding offers, enabling acceptance by the City to form a binding contract. Proposals are to remain as binding offers for the full period of time of the initial 90-day Period of Acceptance and as such time period may be extended by the City. The City reserves the right to request revisions to proposals, prior to award, for the purpose of obtaining best and final offers.

11. Subcontracts and Other Contractual Arrangements

- a. The use of subcontracts or other contractual arrangements to provide the requested services is permitted. The City, however, is looking for a contracting entity that provides for a single, technically and financially capable party to be fully responsible to the City for all contractual obligations.
- b. All existing or anticipated subcontracting and other arrangements relating to the entity that will contract with the City and to the services to be provided by such entity must be fully and clearly disclosed in proposals and are subject to further clarification by the Offeror, and the review and approval by the City.

12. Independence of the Offeror

- a. The employees, officers and agents of the Offeror are not, nor shall they be deemed for any purpose, employees or agents of the City, nor shall they be entitled to any rights, benefits, or privileges of City employees. It is understood that the relationship of the Offeror to City, if a contract is successfully negotiated, will be that of independent contractor.

13. Laws and Regulations

- a. This procurement shall be governed by, construed, and enforced in accordance with the laws of the State of New Mexico, and the laws, ordinances, rules and regulations of the City of Truth or Consequences. The City also requires that all responses to this RFP, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Consequences, New Mexico.

14. Confidentiality

- a. It is understood by the Seller or Offeror and the City that the City is a New Mexico municipal corporation and, as such, is subject to the provisions of the New Mexico Inspection of Public Records, Section 14-2-1 through 14-2-12 NMSA 1978 and the New Mexico Public Records Act, Chapter 14, Article 3 NMSA 1978. In the event Seller or Offeror has responded to a City Request For Bid (RFB) or a City Request For Proposal (RFP) and marked all or any part of the information submitted as "CONFIDENTIAL INFORMATION" or as "PROPRIETARY INFORMATION," City agrees to notify Seller of any third party request for any rates, terms, compensation amounts, or other information documented in the Purchase Order, Agreement, or Contract. To the extent Seller or Offeror provides City with written direction to withhold such requested Confidential Information or Proprietary Information and litigation results, Seller or Offeror agrees that the action would be brought in a New Mexico court of competent jurisdiction under New Mexico law. Seller or Offeror, being aware of said facts, agrees to provide legal counsel on behalf of the City in any such litigation and shall bear the complete cost of litigation, including attorney fees and court costs. If Seller or Offeror fails or refuses to provide legal counsel at its expense within ten (10) calendar days after written notification, as aforesaid, such failure may result in the City agreeing to release the Purchase Order, Agreement, or Contract or any portion thereof which is relevant to the denied request.
- b. Confidential data are normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §57-3A-1 to §57-3A-7 NMSA, 1978.

15. Prohibited Contacts

- a. The Offeror, including any person affiliated with or in any way related to the Offeror, is strictly prohibited from any contact with members of the City Council, City staff or the City consultants on any matter having to do in any respect with this RFP other than as outlined herein. Failure by any Offeror to adhere to this prohibition may, at the sole discretion of the City, result in disqualification and rejection of any proposal.

16. Bribery and Kickbacks

- a. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Offerors of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving

illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).

17. Protest Deadline

- a. Any protest by an Offeror must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the City's written notification to all responding Offerors. Protests must be written and must include the name and address of the protestor and the number assigned to this RFP by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Chief Procurement Officer
Donna Gardner
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Phone: (575) 952-0490
Email: procurement@torcnm.org

18. Agreement

- a. A draft agreement is included in this RFP. The draft agreement shall be reviewed thoroughly and any exceptions shall be included in the appropriate section of this RFP. A written contract will be entered into between the City and the successful Offeror.

19. Conflict of Interest

- a. Offeror warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract.
- b. Offeror must notify the City's Chief Procurement Officer if any employee(s) of the requesting department have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their proposal.

20. Debarment, Suspension, and Ineligibility

- a. By submitting a response to this solicitation (RFQ, Bid, RFP) the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.

21. Contents of Proposal

- a. The Offeror must provide the required information both as to itself and any other person, including without limitation, any corporation, partnership, contractor, joint venture, consortium, or individual which the Offeror intends to assign to a key management role in the proposed agreement with the City or to which the Offeror intends to assign material responsibilities under any such agreement.

22. Application of Preferences

- a. Offeror shall include in-state preference certificates for themselves and for any subcontractors listed in the proposal.
- b. Pursuant to Section 13-1-21(E), NMSA 1978, When a public body makes a purchase using a formal request for proposals process, and the contract is awarded based on a point-based system, the public body shall award additional points equivalent to:
 - i. Five percent of the total possible points to a resident business; or
 - ii. Ten percent of the total possible points to a resident veterans' business that has annual gross revenues of up to three million dollars (\$3,000,000) in the preceding tax year.
- c. In accordance with Sections 13-1-21 and 13-1-22 NMSA 1978 and effective July 1, 2012, a resident and resident veteran's business preference has been implemented. The Taxation and Revenue Department (TRD) will be issuing a three (3) year certificate to each qualified business. Businesses are required to reapply to TRD every three (3) years with the proper documentation to renew their certificate.
- d. In accordance with Section 13-4-2 NMSA 1978, a business or contractor shall submit with its bid or proposal a copy of a valid resident business certificate, valid resident veteran business certificate, valid resident contractor certificate or valid resident veteran contractor certificate issued by the taxation and revenue department.

23. Criteria for Award

- a. The Owner will receive proposals from offerors having specific experience, resources and qualifications in the proposed scope of work.
- b. Proposals for consideration for this project must contain evidence of the offerors experience and abilities in the specified area and other disciplines directly related to the proposed project. All information required by the Owner to be submitted in response to this RFP as follows:
 - i. C-410 Bid Proposal
 - ii. C-430 Bid Bond
 - iii. C-440 Subcontractor Listing and WSD Registration
 - iv. C-451 Qualifications Statement
 - v. C-453 Certification Regarding Debarment Suspension and Other Responsibility Matters
 - vi. C-454 Non-Collusion Affidavit
 - vii. C-455 Campaign Contribution Disclosure Form
 - viii. C-456 Compliance with Regulatory Agencies
- c. A selection committee will review and evaluate all replies and detailed proposals and provide a scoring determination to select the Offeror to be awarded this contract.

BID PROPOSAL

City of Truth or Consequences
12.47 Kv Distribution Renovations
RFP: 21-22-005

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Project Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to

existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.02 Penalties

- A. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bid Item	Description	Unit	Qty	Unit Price	Extension
BASE BID					
ALLEY DISTRIBUTION LINE					
BB-1	Mobilization/Demobilization – General overhead, bonds insurance, project management, maintaining site access and staging areas during construction, contractor staging, staking and other all other general requirements, maximum 15% of total contract.	LS	1		
BB-2	Class 2, Wood Pole, Douglas Fir- Removal and disposal of existing pole, new pole installed, distribution line grounding, testing and commissioning, CIP.	EA	18		
BB-3	Dead End, Steel Pole, Direct Embed- Removal and disposal of existing pole, new pole installed, excavation, concrete, distribution line grounding, testing and commissioning, CIP.	EA	2		
BB-4	Wood Crossarm, 8FT- Including all hardware and related Accessories, Insulators, Cutouts, Lightning Arrestors, Splices, dead end assemblies, related	EA	21		

	appurtenances, Installed, CIP.				
BB-5	Fiberglass Crossarm, 8FT- Including all hardware and related Accessories, Insulators, Cutouts, Lightning Arrestors, Splices, dead end assemblies, related appurtenances, Installed, CIP.	EA	4		
BB-6	#2/0 ACSR Quail Conductor- Installed, tested, CIP.	LF	7800		
BB-7	#2/0 & #4 Triplex/Duplex Service Wire- Installed, tested, CIP.	LF	500		
BB-8	Transformer, Pole Mount, 1 Phase, 12.47-120 kV 15-50 kVA (Owner Supplied) - Removal and reinstallation of existing transformers, bracketing, hardware, installed, connected, tested CIP.	EA	15		
Total Base Bid (Items BB-1 through BB-8)					
BID ALTERNATES					
BID ALTERNATE #1 – 9th STREET					
BA1-1	Class 2, Wood Pole, Douglas Fir- Removal and disposal of existing pole, new pole installed, distribution line grounding, testing and commissioning, CIP.	EA	1		
BA1-2	Wood Crossarm, 8FT- Including all hardware and related appurtenances, Installed, CIP.	EA	2		
BA1-3	#2/0 ACSR Quail Conductor- Installed, tested, CIP.	LF	1040		
BA1-4	#2/0 & #4 Triplex/Duplex Service Wire- Installed, tested, CIP.	LS	1		
Total for Bid Alternate #1 (ItemsBA1-1 through BA1-4)					
BID ALTERNATE #2 – 4TH AVENUE					
BA2-1	Dead End, Steel Pole, Direct Embed - Removal and disposal of existing pole, new pole installed, excavation, concrete, distribution line grounding, testing and commissioning, CIP.	EA	2		

BA2-2	Fiberglass Crossarm, 8FT - Including all hardware and related appurtenances, Installed, CIP.	EA	6		
BA2-4	#2/0 ACSR Quail Conductor- Installed, tested, CIP.	LF	1040		
BA2-5	#2/0 & #4 Triplex/Duplex Service Wire- Installed, tested, CIP.	LS	1		
Total for Bid Alternate #2 (Items BA2-1 through BA2-4)					
Total Base Bid and Bid Alternates #1, and #2					

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - D. Contractor's License No.: ;
 - E. Required Bidder Qualification Statement with supporting data; and attachments
 - F. *Certification Regarding Debarment, Suspension and Other Responsibility Matters;*
 - G. *Non-Collusion Affidavit;*
 - H. *Campaign Contribution Disclosure Form;*
 - I. *Resident Contractor Preference (if applicable);*
 - J. *Resident Veterans Contractor Preference (if applicable);*

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

Workforce Solutions Dept.
Registration No. _____

(where applicable)

Resident Contractor
Certificate No. _____

(if applicable attach certificate)

(where applicable)

Resident Veteran

Contractor Certificate No.

(if applicable attach certificate)

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

BID

Bid Due Date:

Description (*Project Name— Include Location*):

BOND

Bond Number:

Date:

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SUBCONTRACTORS LISTING AND WSD (DOL) REGISTRATION

Project: 12.47 kV Distribution Line Renovations Project No. 20210319

1.0 SUBCONTRACTORS LISTING FOR COMPLIANCE WITH THE SUBCONTRACTORS FAIR PRACTICES ACT AND WSD (DOL) REGISTRATION

1.1 To be fully executed and included with Bid Proposal as a condition of the Bid pursuant to §13-4-31 to 13-4-42 NMSA 1978, known as the Subcontractors Fair Practices Act.

1.2 Pursuant to §13-4-34 NMSA 1978 all Subcontractors providing services valued at \$60,000 or more (listing threshold) for this project shall be listed below.

1.3 See §13-4-36 NMSA 1978 for rules regarding changes in this list after bidding.

1.4 Pursuant to §13-4-13.1 NMSA 1978 any contractor or subcontractor that submits a bid valued at more than \$60,000 for a public works project subject to the Public Works Minimum Wage Act shall be registered with the Labor and Industrial Division of the Workforce Solutions Department (WSD) (formerly the Department of Labor (DOL)). The Owner shall not accept a bid on a public works project from a Contractor that does not provide proof of required registration for itself. Contractors, prime contractors and subcontractors must be registered with the WSD.

<u>Trade (list by trade)</u>	<u>Firm Name and Address</u>	<u>Workforce Solutions Dept. Registration No.</u>	<u>Dollar Value</u>
	WSD Registration No. _____		
	WSD Registration No. _____		
	WSD Registration No. _____		
	WSD Registration No. _____		

WSD Registration No. _____

[Use Additional

Pages If

Necessary]

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. SUBMITTED TO: _____

3. SUBMITTED FOR: _____

Owner: _____

City of Truth or Consequences

Project Name: _____

12.47 kV Distribution Line Renovations

TYPE OF WORK:

Electrical

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

5. AFFILIATED COMPANIES:

Name: _____
Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____
Address: _____
Account Manager: _____
Phone: _____

INCLUDE AS AN ATTACHMENT A BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience with similar projects:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors.

General Contractor Qualifications:

Specialized design and technical competence of the firm, based on similar experience, including joint venture or association, and qualification of personnel selected to perform the project. The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Project Administrator.

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Contractor written safety program and Safety record including Occupational Safety and Health Administration (OSHA) recordables, Osha Recordable Incident Rate (ORIR), etc. Contractor written Environmental and other compliance programs. Confined Space Entry Program. Hot Work Program. Lockout/Tagout (LOTO) program.

Provide as an Attachment Contractor's OSHA No. 300A - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
4. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
5. Required safety program submittals listed in Section 12.
6. Compliance Regulatory Form
7. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

)
)ss
)

_____, being first duly sworn, deposes and says that he is

City of Truth or Consequences (sole owner, a partner, president, secretary, etc.)

of _____
the party making the foregoing bid; that such a bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that such a bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirect colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit, or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor any member or agent thereof, nor any to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:

By _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20

Seal of Notary

NOTARY PUBLIC

Contract Section II - Attachment C

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective Proposer seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective Proposer must disclose whether they, a family member or a representative of the prospective Proposer has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Proposer submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Proposer signs the contract, if the aggregate total of contributions given by the prospective Proposer, a family member or a representative of the prospective Proposer to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective Proposer, a family member of the prospective Proposer, or a representative of the prospective Proposer gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Proposer fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective Proposer.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE PROPOSER WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective Proposer is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective Proposer, if the prospective Proposer is a natural person; or (b) an owner of a prospective Proposer.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Prospective Proposer**” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“**Representative of a prospective Proposer**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective Proposer.

Name(s) of Applicable Public Official(s) if any: City of Truth or Consequences Commission Members: Sandra Whitehead, Mayor; Amanda Forrister, Mayor-ProTem; Paul Baca, Commissioner; Frances Luna, Commissioner

(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE PROPOSER:

Contribution Made By: _____
Relation to Prospective Proposer: _____
Date Contribution(s) Made: _____
Amount(s) of Contribution(s) _____
Nature of Contribution(s) _____
Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

CRITERIA FOR AWARD

The Owner will receive offers from firms having specific experience, resources and qualifications in the proposed scope of work.

Offers for consideration for this project must contain evidence of the firm's experience and abilities in the specified area and other disciplines directly related to the proposed services. Other information required by the Owner to be submitted in response to this RFQ is included elsewhere in this solicitation.

A selection committee will review and evaluate all replies and detailed offers, may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Offerors emphasize specific information considered pertinent to the services to be provided. Evaluation of the responses will be based on the following criteria:

___ Federal Funds?

If yes, this project utilizes federal funds and New Mexico In-State Resident and Resident Veteran business preferences points do not apply. Additionally, attached FAR forms are required.

	Possible Points	Points This RFP
Safety and Compliance – Contractor written safety program and Safety record including Occupational Safety and Health Administration (OSHA) recordables, Osha Recordable Incident Rate (ORIR), etc. Contractor written Environmental and other compliance programs. Confined Space Entry Program. Hot Work Program. Lockout/Tagout (LOTO) program.	20	
General Contractor Qualifications – Specialized design and technical competence of the firm, based on similar experience, including joint venture or association, and qualification of personnel selected to perform the project. The personnel named in the statement of qualification submitted by your firm, shall remain responsible throughout the period of this project. No diversion or replacement may be made without submission of the proposed replacement with final approval being granted by the City's Project Administrator.	20	
Compliance with Regulatory Agencies- Submit Compliance with Regulatory Form included in this RFP	10	
Past Experience with similar projects, Past Experience with construction for Government Agencies – Past record of performance on contracts with government agencies or private industry with respect to such factors as control of costs, quality of work and ability to meet schedules. Provide a summary of projects completed by your firm which address the above factors referenced in these criteria.	15	

Bid Cost The Offeror with the lowest cost will receive a total of 15 points. Each succeeding offer will receive a quota of points computed as follows: Lowest Offer (\$ _____) X 35 = _____ Points Higher Offer (\$ _____) Price Evaluation	35	
Total Possible Points	100	
In State Preference	5	
Veterans Preference	10	
Total Possible Points and Preference Points		

Bid proposal offer shall be based upon the cumulative of the Base Bid plus all additive Bid Alternates.

Proposals will be evaluated based on the above points of the evaluation criteria for final negotiations with the top-rated Offeror.

COMPLIANCE WITH REGULATORY AGENCIES

1. Has your firm during the past five (5) years been free of any determination by a court or administrative agency of laws and/or regulations pertaining to the payment of prevailing wages or employment of apprentices on public works projects?

Yes No

If "no" please explain:

2. Has your firm during the past five (5) years been free of any determination by a court or administrative agency of violation or notice of violation pertaining to the Occupational Safety & Health Administration (OSHA), Department of Transportation (DOT), or Environmental Protection Agency (EPA) requirement on a job site?

Yes No

If "no" please explain:

3. Has your firm during the past five (%) years been free of any determinations by a court or administrative agency of violations pertaining to Construction Industry Division requirements pertaining to projects?

Yes No

If "no" please explain:

4. Is your firm free of any Subcontractor Fair Practices Act violations for the past five (%) years?

Yes No

If "no" Please explain:

5. Has your firm been free of violation of any Federal, State or Local Agency requirement on a jobsite that has resulted in a fine because of violations?

Yes No

If "no" please explain:

Name _____ Title _____

Signature _____

NOTICE OF AWARD

Date of Issuance:

Owner: City of Truth or Consequences Owner's Contract No.: RFP: 21-22-005
Engineer: Bohannan Huston Inc. Engineer's Project No.: 20210319
Project: 12.47kV-Distribution Line Contract Name:

Bidder:

Bidder's Address:

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ _____ *[note if subject to unit prices, or cost-plus]*

[] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [_____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: _____

Authorized Signature

By: _____

Title: _____

Date Issued: _____

Copy: Engineer

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Truth or Consequences ("Owner") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The Project consists of constructing and replacing electrical distribution, associated distributed transformers, secondary services, and miscellaneous distribution components.**
- 1.02 Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's Request for Proposals No. 21-22-005 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **12.47 kV Distribution Line Renovations**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Bohannon Huston Inc. and Spectrum Engineers Inc.
- 3.02 The Owner has retained Bohannon Huston Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 180 calendar days for the base bid. If Alternate #1 is awarded, an additional 30 days will be added to the contract time. If Alternate #2 is awarded, an additional 30 days will be added to the contract time. Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *[Deleted]*

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid Proposal, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price

Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 100 percent of Work completed (with the balance being retainage);
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion of the entire construction to be provided under the Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.
- 6.04 *In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any set off to which the city is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.*
- 6.05 *The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.*
- 6.06 *The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its City Commissioners, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.*

ARTICLE 7 – INTEREST

- 7.01 *All amounts not paid when due shall bear interest at the rate of interest rate comparable to short term lending rate or State law percent per annum.*

ARTICLE 8 – CONTRACTOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES

- 8.01 Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.
- 8.02 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 8.03 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the

services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 8.04 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 8.05 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 8.06 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor
- 8.07 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 8.08 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 8.09 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.
- 8.10 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. (pages to , inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 12, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 26 sheets with each sheet bearing the following general title: 12.47kV Distribution Line
 - 9. Addenda (numbers to , inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages to , inclusive).
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

NOTICE TO PROCEED

Owner:	City of Truth or Consequences	Owner's Contract No.:	RFP: 21-22-005
Contractor:		Contractor's Project No.:	
Engineer:	Bohannon Huston Inc.	Engineer's Project No.:	20210319
Project:	12.47kV-Distribution Line	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is _____] *or* [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*
City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims

for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal *(seal)*

Surety's Name and Corporate Seal *(seal)*

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Truth or Consequences	Owner's Contract No.: RFP: 21-22-005
Contractor:	Contractor's Project No.:
Engineer: Bohannon Huston Inc.	Engineer's Project No.: 20210319
Project: 12.47kV-Distribution Line	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: None
 As follows

Amendments to Contractor's responsibilities: None
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable)		
By: _____	Title: _____	Date: _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder/Offeror*—An individual or entity that submits a Bid Proposal to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, Project Documents and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Offerors, Bid Bond or other Bid security, if any, the Bid Proposal, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four

words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

1.03 *Penalties*

A.

1.04 *Force Majeure*

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides

the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
- B. *Resolving Discrepancies:*
1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste

materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
 - 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 - 2. is of such a nature as to require a change in the Drawings or Specifications; or
 - 3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study

of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against

Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under

such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S.

Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining

applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under

such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.
- 6.06 *Waiver of Rights*
- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
 - C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
 - D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.
- 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *“Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or

equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent

possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the

replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
 1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract

Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.
- E. *Resubmittal Procedures:*
1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
 2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors,

members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The

entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

- 9.03 *Furnish Data*
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 *Pay When Due*
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer’s authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer’s authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders:*

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the

Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the

maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
 - C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
 - D. *Mediation:*
 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
 - E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
 - F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
 - G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:* Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the

measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of

Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
- a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

- f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the

preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial

Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is

satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
 - D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
 - E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
 - F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
 - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

16.05 *Invalid Term or Condition and Severability*

- A. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.09 *Applicable Law*

- A. The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18.10 *Immunities and Defenses*

- A. The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

18.11 *No Assignment*

- A. Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

18.12 *No Third Party Beneficiaries*

- A. City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

18.13 *Notices*

- A. Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

[INSERT]

ARTICLE 19 – REQUEST FOR PROPOSALS

- A. As required by 13-1-111 NMSA 1978 the City of Truth or Consequences (Owner) is requesting proposals (RFP's) for the project described in this RFP.
- B. Proposals shall only be submitted using the Owner's online bidding system. Mailed, emailed, or faxed bids will not be accepted and will be returned unopened.
- C. Proposals must include, but are not limited to, the requirements set forth in the RFP. Proposals deposited with the Owner may be withdrawn or modified prior to the time set for opening of proposals.

- D. The opening of sealed proposals shall be conducted in private in order to maintain the confidentiality of the information/data provided. Proposals will remain confidential during the negotiation process.
- E. Pursuant to 13-1-115 NMSA 1978, Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible Offerors who submit proposals found to be reasonably likely to be selected for award.
- F. The Owner will open all proposals assign an evaluation committee and evaluate all proposals; determine the need for and conduct and negotiation; and make a final recommendation to the City Council for award of the agreement or contact.
- G. The agreement of contact award shall be made to the responsible Offeror or Offerors whose proposal is most advantageous to the Owner, taking into consideration the evaluation factors set forth in the RFP.
- H. The proposal total shall exclude all applicable taxes including applicable New Mexico Gross Receipts Tax or applicable local option tax. The Owner will pay the successful Offeror for any taxes due on the agreement or contract and will pay any increase in applicable taxes which become effective after the date the agreement or contract is entered into in addition to the Proposal total amount. Taxes shall be shown as a separate line item and separate amount on the invoice.
- I. The offeror shall complete the "Offeror's Estimate of Taxes" and shall identify by name each tax Offeror believes to be applicable to the agreement or contract and shall estimate the amount of each tax which will be billed to the Owner.
- J. The Owner reserves the right to reject and or all proposals, cancel the RFP in its entirety or to waive irregularities at its option when it is in the best interest of the City of Truth or Consequences.
- K. Award of the contract is contingent upon budgeting and appropriation of funds for continuation of the professional services contemplated by this RFP.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

SC 1.01.A.8 Add the following language at the end of last sentence of Paragraph 1.01.A.8:

The Change Order form to be used on this Project is EJCDC C-941. Agency approval is required before Change Orders are effective.

SC 1.01.A.48 Add the following language at the end of the last sentence of Paragraph 1.01.A.48:

A Work Change Directive cannot change Contract Price or Contract Times without a subsequent Change Order.

SC 1.01.A.49 Add the following new Paragraph after Paragraph 1.01.A.48:

Abnormal Weather Conditions – Conditions of extreme or unusual weather for a given region, elevation, or season as determined by Engineer. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered Abnormal Weather Conditions.

SC 1.01.A.50 Add the following new Paragraph after Paragraph 1.01.A.49:

Agency - The Project is financed in whole or in part by City local funds.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 *Copies of Documents*

SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one copy of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

SC-2.06 *Electronic Transmittals*

SC- 2.06.B Delete Paragraph 2.06.B and replace it with the term [Deleted].

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 *Commencement of Contract Times; Notice to Proceed*

SC 4.01.A Amend the last sentence of Paragraph 4.01.A by striking out the following words:

In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

SC 4.05.C.2 Amend Paragraph 4.05.C.2 by striking out the following text: “abnormal weather conditions;” and inserting the following text:

Abnormal Weather Conditions;

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 *Subsurface and Physical Conditions*

SC 5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

A. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Report dated [January 13, 2021, prepared by COZ Engineering, LLC, Las Cruces, NM, entitled: “Truth or Consequences Pole Line Replacements”, consisting of 25 pages.] The Technical Data contained in such report upon whose accuracy Contractor may rely are [those indicated in the definition of Technical Data in the General Conditions.

SC-5.06 *Hazardous Environmental Conditions*

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraph immediately after Paragraph 6.01.F:

G. Non-Resident Contractor's Requirements Regarding Gross Receipts Tax Surety Bond

1. Section §7-1-55A NMSA 1978 provides that any person (as defined in §7-1-3 NMSA 1978) engaged in the construction business who does not have his principal place of business in New Mexico and enters into a prime

construction contract to be performed in this state shall, at the time such contract is entered into, furnish the Director of the Revenue Division, Taxation and Revenue Department, or his delegate with a surety bond or other acceptable security in a sum equivalent to the gross receipts tax to be paid under the contract multiplied by the applicable rate of the gross receipts tax imposed by §7-9-4 NMSA 1978 to secure payment of the tax imposed on the gross receipts from the contract, and shall obtain a certificate from the Director of the Revenue Division, Taxation and Revenue Department, or his delegate, that the requirements of this paragraph have been met.

2. If the total sum to be paid under the contract is changed by ten percent or more after the date the surety bond or other acceptable security is furnished, to the Director or his delegate, such person shall increase or decrease, as the case may be, the amount of the bond or security within fourteen days after the change (§7-1-55B NMSA 1978).
3. In addition to the above requirements, the Contractor will be subject to all the requirements of §7-1-55 NMSA 1978.

SC-6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor’s Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers’ Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman’s):	<u>Statutory</u>
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ <u>N/A</u>
Bodily injury by disease, aggregate	\$ <u>N/A</u>
Employer’s Liability:	
Bodily injury, each accident	\$ <u>\$100,000</u>
Bodily injury by disease, each employee	\$ <u>\$100,000</u>

Bodily injury/disease aggregate	\$ <u>\$500,000</u>
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	
	\$ <u>N/A</u>
Foreign voluntary worker compensation	<u>Statutory</u>
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:	
General Aggregate	\$ <u>\$2,000,000</u>
Products - Completed Operations Aggregate	\$ <u>\$2,000,000</u>
Personal and Advertising Injury	\$ <u>\$1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>\$1,000,000</u>
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:	
Bodily Injury:	
Each person	\$ <u>\$1,000,000</u>
Each accident	\$ <u>\$1,000,000</u>
Property Damage:	
Each accident	\$ <u>\$500,000</u>
<i>[or]</i>	
Combined Single Limit of	\$ <u>\$500,000</u>
4. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>\$1,000,000</u>
General Aggregate	\$ <u>\$1,000,000</u>
5. Contractor's Pollution Liability:	
Each Occurrence	\$ _____
General Aggregate	\$ _____



If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Contractor's Professional Liability:

Each Claim	\$ <u>1,000,000</u>
Annual Aggregate	\$ <u>1,000,000</u>

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.02.C. Add the following new subparagraph immediately after Paragraph 7.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as per Engineer's Standard Fee Schedule that can be disclosed to Contractor upon request.

SC-7.04 "Or Equals"

SC 7.04.A Amend the third sentence of Paragraph 7.04.A by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or 'or-equal' item is permitted.

SC 7.04.A.1 Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC 7.04.A.1 Delete paragraph 7.04.A.1.a.4 in its entirety and insert the following in its place:

[Deleted]

SC-7.06 Concerning Subcontractors, Suppliers, and Others

SC 7.06.A Amend Paragraph 7.06.A by adding the following text to the end of the Paragraph:

The Contractor shall not award work valued at more than fifty percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

SC 7.06.B Delete paragraph 7.06.B in its entirety and insert the following in its place:

[Deleted]

SC 7.06.E Amend the second sentence of Paragraph 7.06.E by striking out "Owner may also require Contractor to retain specific replacements; provided, however, that".

SC-7.08 *Permits*

SC-7.08 Add the following new paragraph immediately after Paragraph 7.08.A:

- B. This Contract is subject to the provisions of the New Mexico Construction Industries Licensing Act (§§60-13-1 to §60-13-59 NMSA 1978), the rules and regulations of the New Mexico Construction Industries Commission and the rules, regulations and codes of the various trade boards adopted pursuant to the Construction Industries Licensing Act.

SC-7.09 *Taxes*

SC-7.09 Add the following new paragraphs immediately after Paragraph 7.09.A:

- B. Contractor's Gross Receipts Tax Registration
1. §7-10-4 NMSA 1978 provides that any person (as defined in §7-10-3 NMSA 1978) performing services for the state or its political subdivisions, as those terms are used in the Gross Receipts and Compensating Tax Act (§§7-10-1 through §7-10-5 NMSA 1978) must be registered and be issued an identification number with the Revenue Division of the Taxation and Revenue Department of the state to pay the gross receipts tax.
 2. For information in obtaining the identification number contact: Revenue Processing Division, Taxation and Revenue Department, Manuel Lujan Sr. Building, 1200 St. Francis Drive, Santa Fe, New Mexico 87503, or call (505) 827-0825.
 3. If any person who performs services for the State or its political subdivisions is not registered to pay the gross receipts tax, the Owner shall withhold payment of the amount due until the person has presented evidence of registration with the Revenue Division to pay the gross receipts tax.

SC-7.10 *Laws and Regulations*

SC-7.10 Add the following new paragraph immediately after Paragraph 7.10.C:

- D. Contracts With Nonresident Persons Or Partnerships Or Unadmitted Foreign Corporations, Agent For Service Of Process: Special attention of Contractors is called to the requirements of §§13-4-21 through §13-4-24 NMSA 1978, whereby a public works contract with a nonresident person or partnership or foreign corporation not authorized to do business in the State shall contain a specific provision designating an agent resident within the State, and his address, upon whom process and writs in any action or proceeding against such business may be served in any action arising out of such contract.

SC-7.20 *Minimum Wage Rates*

SC-7.20 Add the following new paragraph immediately after Paragraph 7.20:

EJCDC® C-800, Supplementary Conditions.

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and American Society of Civil Engineers. All rights reserved.

- A. The Contractor warrants and agrees that he and all subcontractors shall comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act, §13-4-11 NMSA 1978, if the project is over \$60,000; and other statutes pertaining to public works in New Mexico; and the federal Wage Rate Determination if the project is over \$2,000. The attached Minimum Wage Rate Determinations are declared to be prevailing and apply to the construction. Note: Applicable federal and state regulations require that the higher of the federal or the state wage rate for each classification must be paid.
- B. Submission of weekly payroll records to the Owner and Labor Commission is mandatory. Include the decision number on Contractor's and subcontractor's payrolls. The scale of wages shall also be posted in a prominent location at the site.
- C. In the event it is found by the Labor Commission, that any laborer or mechanic employed by the Contractor or Subcontractor on the site of the project covered by this Contract, has been or is being paid as a result of a willful violation, a rate of wages less than the rate of wages required by the Contract, the Owner may, by written notice to the Contractor and his subcontractor, if the violation involves a Subcontractor, terminate their right to proceed with the Work or such part of the Work as to which there has been a willful failure to pay the required wages and the Owner may prosecute the Work to completion by contract or otherwise, and the Contractor shall be liable to the Owner and the State of New Mexico for any excess cost occasioned thereby.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 *Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
 - 4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in

- providing information regarding the provisions and intent of the Contract Documents.
- b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a

final punch list of items to be completed and deficiencies to be remedied.

- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

SC-11.07 Execution of Change Orders

SC 11.07.B Amend Paragraph 11.07.B by adding the following text to the end of the Paragraph:

Change Order is only fully in effect if the Agency approves it.

SC 11.07.C Add the following new Paragraph after Paragraph 11.07.B:

All Contract Change Orders must be approved by Agency before they are effective.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.02 Allowances

SC 13.02.C Delete Paragraph 13.02.C in its entirety and insert the following in its place:

[Deleted]

ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

SC-14.02 Tests, Inspections, and Approvals

SC 14.02.D.6 Add the following new Paragraph after Paragraph 14.02.D.5:

Mileage is not to be charge at a rate greater than the Internal Revenue Service (IRS) limits for a given year.

SC-14.02 Acceptance of Defective Work

SC 14.04.A Amend Paragraph 14.04.A by adding the following text to the end of the Paragraph:

Agency must approve acceptance of all defective work

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01 Progress Payments

SC 15.01.B.4 Add the following new Paragraph after Paragraph 15.01.B.3:

The Application for Payment form to be used on this Project is EJCDC C-620. The Agency must approve all Applications for Payment before payment is made.

SC 15.01.D.1 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. This contract allows the Owner to make payment within 45 days after submission of an undisputed request for payment (Section 57-28-5 B (2) NMSA 1978).

SC-15.02 Contractor's Warranty of Title

SC 15.02.A Amend Paragraph 15.02.A by striking out the following text: "no later than seven days after the time of payment by Owner" and insert "no later than the time of payment by Owner."

SC-15.03 Substantial Completion

SC 15.03.B Amend Paragraph 15.03.B by adding the following text to the end of the Paragraph:

Agency is to accompany the Contractor, Owner, and Engineer on the Substantial Completion Inspection.

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

SC-16.01 *Owner May Suspend Work*

SC 16.01.A Amend Paragraph 16.01.A by adding the following text to the end of the Paragraph:

Owner is required to notify the Agency within 7 calendar days if the work has been suspended or terminated.

SC-16.02 *Owner May Terminate for Cause*

SC 16.02.B.3 Add the following new subparagraph to Paragraph 16.02.B.2:

Owner will notify the Agency within 7 calendar days if the work has been suspended or terminated.

SC-16.05 *Invalid Term or Condition and Severability*

SC 16.05.A.1 Add the following new subparagraph to Paragraph 16.05.A.1:

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 *Attorneys' Fees*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Attorneys' Fees: For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 – MISCELLANEOUS

SC-18.08 *Headings*

SC-17.02 Add the following new paragraph immediately after Paragraph 18.08.

18.09 Applicable Law

A. The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

18.10 IMMUNITIES AND DEFENSES

A. The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

18.11 NO ASSIGNMENT

A. Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

18.12 No Third Party Beneficiaries

A. City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

18.13 Notices

A. Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences Attention: Chief Procurement Officer

505 Sims Street

Truth or Consequences, NM 87901

To Contractor:

[INSERT]

Change Order No. _____

Date of Issuance: _____ Effective Date: _____
 Owner: City of Truth or Consequences Owner's Contract No.: RFP: 21-22-005
 Contractor: _____ Contractor's Project No.: _____
 Engineer: Bohannon Huston Inc. Engineer's Project No.: 20210319
 Project: 12.47kV-Distribution Line Contract Name: _____

The Contract is modified as follows upon execution of this Change Order:
 Description: _____

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized)	Contractor (Authorized)	Contractor (Authorized)
Title: _____	Title _____	Title _____	Title _____	Title _____	Title _____
Date: _____	Date _____	Date _____	Date _____	Date _____	Date _____

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

Field Order No. _____

Date of Issuance: _____ Effective Date: _____
Owner: City of Truth or Consequences Owner's Contract No.: RFP: 21-22-005
Contractor: _____ Contractor's Project No.: _____
Engineer: Bohannon Huston Inc. Engineer's Project No.: 20210319
Project: 12.47kV-Distribution Line Contract Name: _____

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____
Specification(s) _____ Drawing(s) / Detail(s) _____

Description: _____

Attachments:

ISSUED:		RECEIVED:	
By: _____	By: _____	By: _____	By: _____
Engineer (Authorized Signature)		Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____

Copy to: Owner

STATE WAGE RATES

PROJECTS OVER \$60,000 ARE REQUIRED TO PROVIDE STATE WAGE RATES.

REQUEST WAGE RATES FOR PUBLIC WORKS CONSTRUCTION PROJECTS ON THE INTERNET log on at www.dol.state.nm.us and click on Employer Services. Scroll down to Public Works Wage Rate Requests & click there. Scroll down to Wage Determination Form & click on the words. Fill in the form & click on "submit." If the request doesn't go through, click on the icon to go back a page, & click on "submit" again. Problems? CALL 827-6837



LABOR RELATIONS DIVISION

401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

1596 Pacheco St, Suite 103
Santa Fe, NM 87505
Phone: 505-827-6817
Fax: 505-827-9676

Wage Decision Approval Summary

1) Project Title: 12.47 kV Distribution Line Renovations
Requested Date: 08/02/2021
Approved Date: 08/05/2021
Approved Wage Decision Number: SI-21-1553-H

Wage Decision Expiration Date for Bids: 12/03/2021

2) Physical Location of Jobsite for Project:
Job Site Address: Austin St., 4th Avenue
Job Site City: Truth or Consequences
Job Site County: Sierra

3) Contracting Agency Name (Department or Bureau): City of Truth or Consequences
Contracting Agency Contact's Name: morris madrid
Contracting Agency Contact's Phone: (575) 894-6673 Ext. 320

4) Estimated Contract Award Date: 08/06/2021

5) Estimated total project cost: \$377,575.52
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: replacing electrical distribution, associated distributed transformers, secondary services, and miscellaneous distribution components

6) Classifications of Construction:

Classification Type and Cost Total	Description
Heavy Engineering (H) Cost: \$377,575.52	replacing electrical distribution, associated distributed transformers, secondary services, and miscellaneous distribution components



LABOR RELATIONS DIVISION
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the state of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All sub-contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only contracting agencies are allowed to close the project. Agents or contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all contractors, regardless of amount of work, to the contracting agency within 3 (three) days of award.
- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- When the project has been completed, make sure the Affidavits of Wages Paid (AWP) are sent to the contracting agency.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.



LABOR RELATIONS DIVISION

121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

WWW.DWS.STATE.NM.US

Subcontractor

- Ensure that all subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All subcontractors and tiers (excluding professional services) regardless of contract amount must pay prevailing wages, be listed on the Subcontractor List, and adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found in the New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.



Type "H - Heavy Engineering

Please refer to the base and fringe rate columns that pertain to the date your wage decision was approved. For instance, if your wage decision was approved on April 1, 2021, you will use the rates in the first two columns. If your wage decision was approved on May 10, 2021, use the third and fourth columns.

Trade Classification	Effective January 1, 2021 through May 4, 2021		Effective May 5, 2021		Apprenticeship
	Base Rate	Fringe Rate	Base Rate	Fringe Rate	
Asbestos workers/Heat & Frost Insulators	33.01	12.06	32.26	12.06	0.60
Asbestos workers/Heat & Frost Insulators- Los Alamos County	35.44	12.06	34.69	12.06	0.60
Boilermaker	34.97	27.35	34.97	27.35	0.60
Bricklayer/Block layer/Stonemason	25.54	8.81	25.54	8.81	0.60
Carpenter/Lather	25.63	11.74	24.63	11.24	0.60
Carpenter- Los Alamos County	28.37	13.44	27.80	13.19	0.60
Millwright/Pile driver	33.16	27.24	33.16	25.24	0.60
Cement Mason	21.00	9.38	21.00	9.38	0.60
Electricians-Outside Classifications: Zone 1					
Ground man	23.74	13.16	23.27	12.67	0.60
Equipment Operator	34.06	15.94	33.39	15.35	0.60
Lineman/Tech	40.07	17.57	39.28	16.91	0.60
Cable Splicer	40.08	18.65	42.21	17.95	0.60



Electricians-Outside Classifications: Zone 2					
Ground man	23.74	13.16	23.27	12.67	0.60
Equipment Operator	34.06	15.94	33.39		
				15.35	0.60
Lineman/Tech	40.07	17.57	39.28	16.91	0.60
Cable Splicer	44.08	18.65	42.21	17.95	0.60
Electricians-Outside Classifications: Los Alamos					
Ground man	24.42	13.34	23.94		
				12.85	0.60
Equipment Operator	35.04	16.21	34.35	15.60	0.60
Lineman/Tech	41.22	17.88	40.41	17.21	0.60
Cable Splicer	45.34	18.99	44.45	18.28	0.60
Electricians-Inside Classifications: Zone 1					
Wireman/low voltage technician	33.65	12.01	32.70	11.18	0.60
Cable Splicer	37.02	12.11	35.97	11.28	0.60
Electricians-Inside Classifications: Zone 2					
Wireman/low voltage technician	36.68	12.10	35.64	11.27	0.60
Cable Splicer	40.04	12.20	38.91	11.37	0.60
Electricians-Inside Classifications: Zone 3					
Wireman/low voltage technician	38.70	12.16	37.61	11.33	0.60
Cable Splicer	42.06	12.26	40.88	11.43	0.60



Electricians-Inside Classifications: Zone 4					
Wireman/low voltage technician	42.40	12.27	41.20	11.44	0.60
Cable Splicer	45.76	12.37	44.47	11.53	0.60
Electricians-Inside Classifications: Los Alamos					
Wireman/low voltage technician	38.70	14.09	37.61	13.21	0.60
Cable Splicer	42.06	14.36	40.88	13.47	0.60
Glazier					
Glazier/Fabricator	20.50	6.20	20.25	5.35	0.60
Delivery Driver	9.25	6.20	9.00	5.35	0.60
Ironworker	27.35	17.49	27.00	15.75	0.60
Painter- Industrial	21.50	9.77	21.25	9.17	0.60
Paperhanger	19.00	9.77	18.75	9.17	0.60
Drywall-Industrial					0.60
Ames tool Operator	26.48	7.60	25.93	7.10	0.60
Hand finisher/machine texture	25.48	7.60	24.93	7.10	0.60
Plumber/Pipefitter	31.52	12.90	30.76	11.62	0.60
Roofer	25.23	7.97	25.23	7.97	0.60
Sheet metal Worker	33.38	17.64	31.03	17.26	0.60
Operators					
Group I	20.97	6.54	20.55	6.34	0.60
Group II	21.17	6.54	20.75	6.34	0.60
Group III	21.36	6.54	20.94	6.34	0.60
Group IV	21.51	6.54	21.08	6.34	0.60
Group V	21.63	6.54	21.19	6.34	0.60



Group VI	21.81	6.54	21.37	6.34	0.60
Group VII	21.83	6.54	21.39	6.34	0.60
Group VIII	23.79	6.54	23.29	6.34	0.60
Group IX	29.63	6.54	28.96	6.34	0.60
Group X	32.96	6.54	32.19	6.34	0.60
Laborers					
Group I-Unskilled	17.06	6.22	17.06	6.22	0.60
Group II-Semi-Skilled	17.81	6.22	17.81	6.22	0.60
Group III-Skilled	19.32	6.22	19.32	6.22	0.60
Group IV-Specialty	19.72	6.22	19.72	6.22	0.60
Laborers-Underground					
Group I	18.97	6.22	18.97	6.22	0.60
Group II	19.34	6.22	19.34	6.22	0.60
Group III	19.69	6.22	19.69	6.22	0.60
Truck Drivers					
Group I	16.97	6.25	16.45	7.87	0.60
Group II	17.25	6.25	16.45	7.87	0.60
Group III	17.72	6.25	16.45	7.87	0.60
Group IV	17.74	6.25	16.45	7.87	0.60
Group V	17.80	6.25	16.45	7.87	0.60
Group VI	17.97	6.25	16.45	7.87	0.60
Group VII	18.11	6.25	16.45	7.87	0.60
Group VIII	18.31	6.25	16.51	7.87	0.60
Group IX	18.45	6.25	18.45	7.87	0.60
Maintenance Subgroup IX					
Rate I	20.90	9.00			0.60



Rate II	21.77	9.00			0.60
Rate III	22.24	9.00			0.60

NOTE: All contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

GEOTECHNICAL ENGINEERING REPORT

**TRUTH OR CONSEQUENCES POLE LINE
REPLACEMENTS**

TRUTH OR CONSEQUENCES, NEW MEXICO

Project No. 422072

January 13, 2021

Prepared for:

**BOHANNAN HUSTON
Las Cruces, New Mexico**

Prepared by:

**COZ ENGINEERING, LLC
Las Cruces, New Mexico**

COZ Engineering, LLC

PO Box 13331
Las Cruces, New Mexico 88013
Cell: 575.642.7671
Email: thecoz42@gmail.com

January 13, 2021

Bohannan Huston
425 S Telshor Blvd Ste C103
Las Cruces, NM 88011

Attn. Matthew R. Thompson, PE
P: 575.532.8670
E: mthompson@bhinc.com

**Re: Geotechnical Engineering Report
Truth or Consequences Pole Line Replacements
Truth or Consequences, New Mexico
COZ Report No. 422072**

Dear Mr. Thompson:

The following is a geotechnical engineering report for the proposed pole replacements in Truth or Consequences, New Mexico. Recommendations for earthwork, foundations and other geotechnical considerations are presented in the report.

Thank you for the opportunity to provide this geotechnical engineering report. If you have any questions or concerns, please contact me at (575)-642-7671.

Sincerely,

Dan Cospers, P.E.



<i>Site Investigation:</i>	<i>1</i>
<i>Site Conditions:</i>	<i>1</i>
<i>Planned Construction:</i>	<i>2</i>
<i>Initial Site Grading:</i>	<i>2</i>
<i>Soil Improvements:</i>	<i>2</i>
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Appendix:

Site Plan
Boring Logs
Sieves

Site Investigation:

A subsurface investigation was performed for the proposed pole line replacements to be located at various locations within Truth or Consequences, New Mexico. Five (5) test borings were advanced at the pole line replacement locations. The borings were terminated at a depth of 15 below ground surface (bgs). The test boring logs and location plan are provided in the appendix of this report.

Site Conditions:

The current pole line replacement site surfaces consisted of exposed subgrade (boring locations consisted of asphalt since the proximity of the overhead powerlines required the drilling to be a minimum distance away from the existing poles). Soils investigated at Boring B-1 consisted of silty sand with varying amounts of gravel from the surface to the total explored depth of about 15 feet bgs. Borings B-2 and B-3 consisted of silty sand and sandy silt from the surface to a depth of about 10 feet bgs. The upper soils were underlain by sandy lean clay to total explored depth of about 15 feet bgs. Borings B-4 and B-5 consisted of poorly graded sand with varying amounts of silt and clay from the surface to the total explored depth of about 15 feet bgs.

The groundwater table was not encountered during the field investigation at Borings B-1 thru B-3. The groundwater table was encountered during the field investigation at Borings B-4 and B-5 at depths of about 6 and 4 feet bgs, respectively.

Planned Construction:

Based on the information provided, I understand the project will include removal of existing wood transmission poles and subsequent replacement with steel transmission poles at five locations. The new steel poles will be supported by drilled shaft foundations. Structural loading was not available at the time of this report but is assumed to be about 4 kips in axial compression, 10 kips in shear and 34 ft-k for moment loads.

Initial Site Grading:

Areas for planned construction should be clear of debris, vegetation and any oversized or deleterious material prior to grading operations. Fill construction (if applicable) shall not be allowed on surfaces that contain vegetation or rocks larger than four inches in greatest dimension. No fill shall be placed that contains vegetative materials as decomposition of that material can cause voids and possibly result in surface settlement. Voids in the soil matrix created or encountered during grading operations shall be backfilled with approved compacted fill material.

Soil Improvements:

Subgrade preparation (if applicable) should consist of scarifying the exposed subgrade surface a minimum thickness of 10 inches, moisture conditioning (-2% to +2% of optimum moisture content per ASTM D-1557) and compaction to a minimum of 95% of modified Proctor density (per ASTM D-1557).

Fill Material:

Engineered fill material (where applicable) for this project should meet the following gradation criteria:

<u>Sieve</u>	<u>% Passing</u>
4"	100
¾"	70-100
#4	50-100
#200	50 max

The plasticity index of the minus #40 sieve portion should not exceed fifteen (15). Generally, the near surface on-site soils encountered in the borings meet the above specifications. Imported soils or a resulting mix of imported soils and native soils should be tested for compliance to the above referenced recommendation prior to use as engineered fill for this project.

Compaction Requirements:

The maximum thickness of engineered fill lifts should be 10 inches or less in loose thickness. Engineered fill materials should be compacted to a minimum of 95% of modified Proctor density (ASTM D1557) at a moisture content within -2% to +2% of optimum moisture (ASTM D1557).

Deep Foundations:

Drilled pier foundation systems could be used for support of the proposed steel poles. The drilled, straight-shaft foundation systems should be designed by the project structural engineer to resist horizontal and vertical forces. Horizontal forces are resisted by the

T or C Pole Line Replacements

January 13, 2021

COZ Report No. 422072

passive pressure of soil acting on the vertical face of the foundations. Vertical downward forces are resisted by the allowable end bearing pressure of the soils at the bottom of the drilled straight-shafts. Vertical uplift forces can be resisted by the skin resistance, dead weight of the structure and its foundation. When foundation concrete is cast in direct contact with native materials, an allowable side friction value can be used to resist vertical loads.

Design parameters for drilled straight-shaft foundation systems are presented in the tables below. The tables include the soil unit weights, allowable end bearing pressures, lateral passive pressures and skin friction values. The capacities within the upper 3 feet of the on-site native soils should be disregarded to account for surface effects and disturbance during foundation installation.

Settlement of the drilled straight-shaft foundations should be about one inch or less.

Boring B-1

Depth Below Existing Grade	Unit Weight	Allowable End Bearing	Allowable Skin Friction	Allowable Passive Pressure (FS=2)	Coefficient of Subgrade Reaction	Cohesion	Angle of Internal Friction
ft	pcf	psf	psf	psf/ft	pci	psf	degrees
0-3	100	Ignore					
3-10	105	2,000	200	210	25	--	30
10-15	110	4,800	390	210	90	--	32

T or C Pole Line Replacements

January 13, 2021

COZ Report No. 422072

Boring B-2

Depth Below Existing Grade	Unit Weight	Allowable End Bearing	Allowable Skin Friction	Allowable Passive Pressure (FS=2)	Coefficient of Subgrade Reaction	Cohesion	Angle of Internal Friction
ft	pcf	psf	psf	psf/ft	pci	psf	degrees
0-3	100	Ignore					
3-5	105	2,800	170	190	25	--	30
5-10	105	1,800	110	195	400	600	--
10-15	110	2,100	125	180	500	700	--
>15	115	9,000	550	180	1,000	3,000	--

Boring B-3

Depth Below Existing Grade	Unit Weight	Allowable End Bearing	Allowable Skin Friction	Allowable Passive Pressure (FS=2)	Coefficient of Subgrade Reaction	Cohesion	Angle of Internal Friction
ft	pcf	psf	psf	psf/ft	pci	psf	degrees
0-3	100	Ignore					
3-5	105	1,500	90	195	300	500	--
5-10	110	3,200	250	210	25	--	30
10-15	110	4,500	275	170	800	1,500	--
>15	115	7,500	450	170	1,000	2,500	--

Boring B-4

Depth Below Existing Grade	Effective Unit Weight	Allowable End Bearing	Allowable Skin Friction	Allowable Passive Pressure (FS=2)	Coefficient of Subgrade Reaction	Cohesion	Angle of Internal Friction
ft	pcf	psf	psf	psf/ft	pci	psf	degrees
0-3	100	Ignore					
3-6	105	3,200	170	210	25	--	30
6-10*	65	4,800	170	215	90	--	32
10-15*	65	8,000	250	215	90	--	33
>15*	55	1,200	260	215	25	--	25

*water table encountered at 6 feet bgs

Boring B-5

Depth Below Existing Grade	Effective Unit Weight	Allowable End Bearing	Allowable Skin Friction	Allowable Passive Pressure (FS=2)	Coefficient of Subgrade Reaction	Cohesion	Angle of Internal Friction
ft	pcf	psf	psf	psf/ft	pci	psf	degrees
0-3	105	Ignore					
3-4	110	4,800	140	210	90	--	31
4-10*	60	2,400	120	215	25	--	30
10-15*	50	800	190	170	25	--	27
>15*	50	800	230	215	25	--	25

*water table encountered at 4 feet bgs

The cohesion, friction angle, and lateral subgrade modulus are ultimate values. The end bearing, skin friction, and passive resistance are allowable values with factors of safety of 3 and 2 (passive resistance). Lateral resistance and friction in the upper 3 feet should be disregarded due to the potential effects of frost action, desiccation, and drilling

disturbance. The drilled piers must extend to the greater of 2 feet or one-half the pier diameter into the bearing strata to achieve the listed capacity.

The drilled straight-shaft foundations should be installed in accordance with the procedures presented in "Drilled Shafts: Construction Procedures and Design Methods," by Reese, L. C. and O'Neill, M. W., FHA Publication No. FHWA-IF-99-025, 1999 and "Standard Specification for the Construction of Drilled Piers", ACI Publication No. 336.1-01, 2001.

Drilling to design depths should be possible with conventional heavy-duty single flight power augers. Casing or drilling slurry will likely be required to properly drill and clean piers due to loose sands (in each boring) and shallow water table (Borings B-4 and B-5). Due to potential sloughing of the native soils, foundation concrete quantities may exceed calculated volumes. If casing is used for pier construction, it should be withdrawn in a slow continuous manner maintaining a sufficient head of concrete to prevent the creation of voids in pier concrete.

Seismic Site Classification:

The seismic site classification is based upon the soil profile in the upper 100 feet as defined by the weighted average of standard penetration blow-counts or shear wave velocity in accordance with Section 20.4 of the ASCE 7 and the International Building Code (IBC). Based upon my field investigation, it is my opinion that the Seismic Site Classification is **D ("Stiff Soil")**. The maximum depth of the borings advanced at the site was 15 feet. Therefore, soil properties below the maximum boring depth to 100 feet were estimated based on my experience with the general area. Deeper borings or geophysical testing would be required to confirm the conditions below the current boring depth.

Lateral Earth Pressures:

Based upon the field exploration and laboratory testing, the following equivalent fluid pressures have been provided:

Material	USCS	Active (psf/ft)	Passive (psf/ft)	At Rest (psf/ft)
Silty Sand	SM	35	420	55
Poorly Graded Sand	SP	30	430	48
Sandy Silt	ML	34	390	53
Sandy Lean Clay	CL	40	360	60

The lateral earth pressures above do not include a factor of safety.

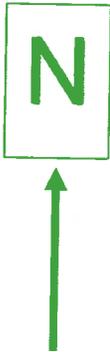
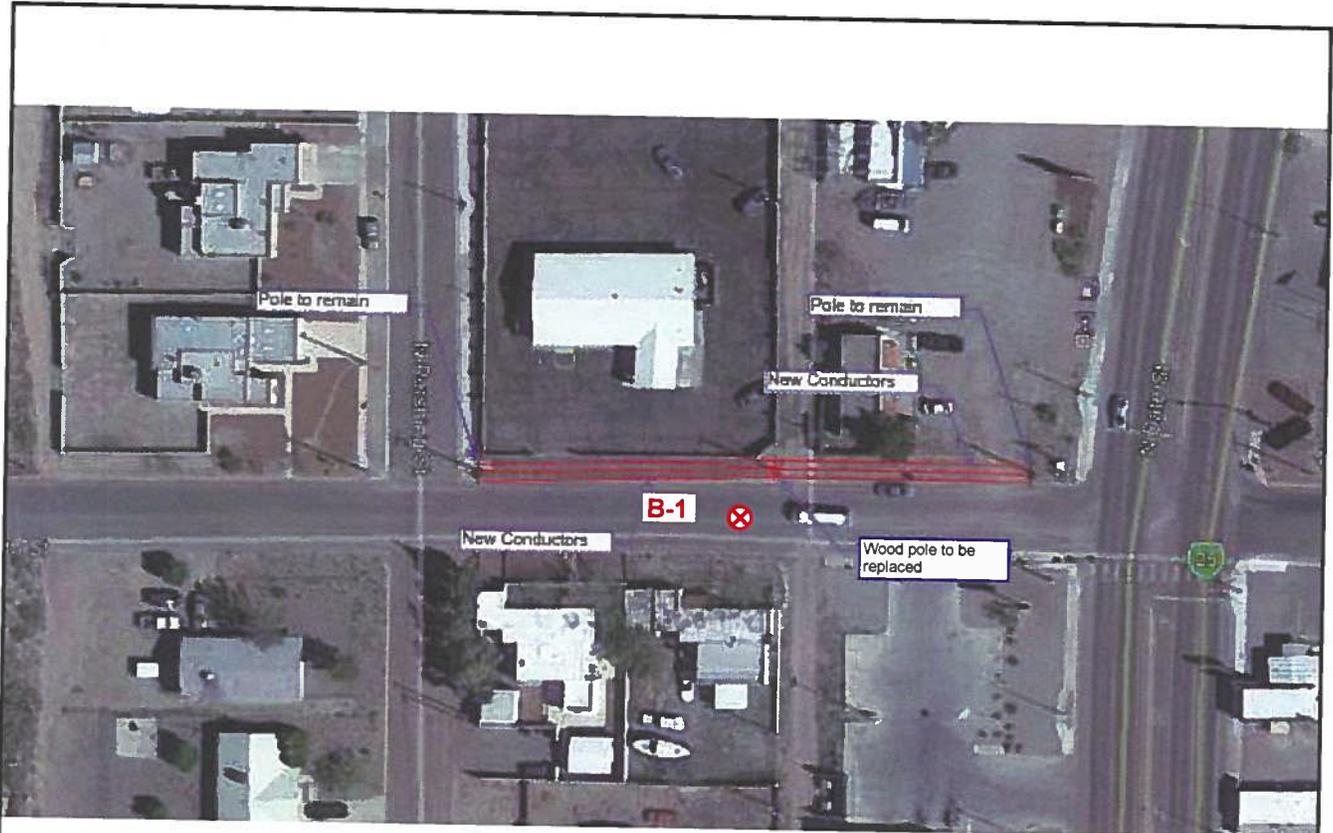
Report Limitations:

The conclusions, recommendations and opinions presented herein are:

- 1) Based upon evaluation and interpretation of the findings of the field and laboratory program.
- 2) Based upon an interpolation of soil conditions between and beyond the explorations.
- 3) Subject to confirmation of the conditions encountered during construction.

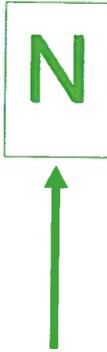
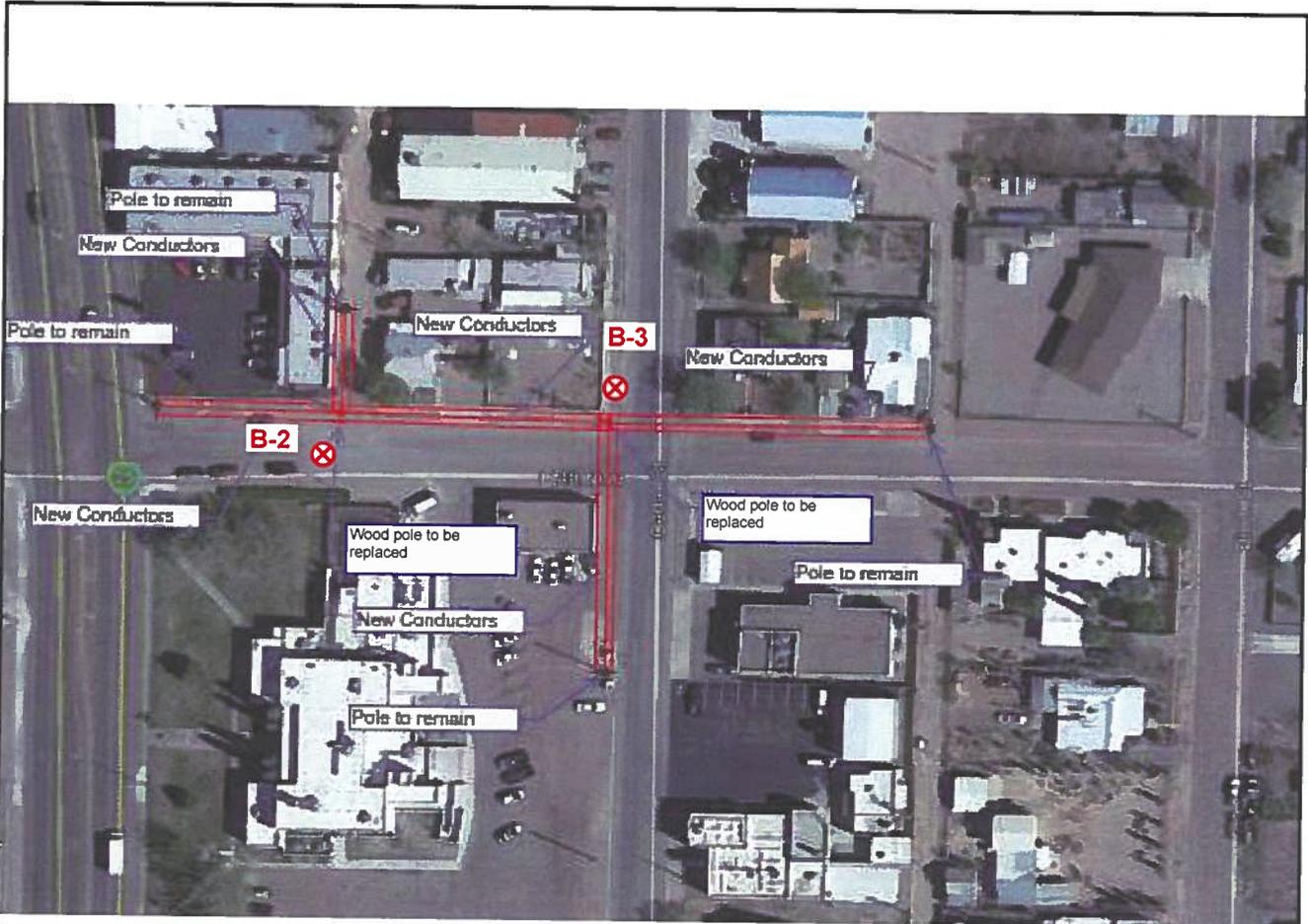
- 4) Based upon the assumption that sufficient observation and testing will be provided during construction.

There is no other warranty, either express or implied. Any person using this report for bidding or construction purposes should perform such independent investigation as he deems necessary to satisfy himself as to the surface and subsurface conditions to be encountered and the procedures to be used in the performance of work on this project. If conditions are encountered during construction that appear to differ from those indicated in this report, I should be notified immediately.



⊗ Approximate Boring Location

Project Manager: DC	Project No. 422072	COZ Engineering, LLC PO Box 13331 Las Cruces, NM 88013	BORING LOCATION PLAN T or C Pole Line Replacements 9 th Street Truth or Consequences, NM	Exhibit
Drawn by: DC	Scale: AS SHOWN			1
Checked by: DC	File Name: Figures			
Approved by: DC	Date: 12-15-20			



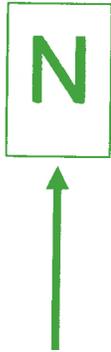
⊗ Approximate Boring Location

Project Manager:	DC	Project No.	422072
Drawn by:	DC	Scale:	AS SHOWN
Checked by:	DC	File Name:	Figures
Approved by:	DC	Date:	12-15-20

COZ Engineering, LLC
 PO Box 13331
 Las Cruces, NM 88013

BORING LOCATION PLAN
 T or C Pole Line Replacements
 4th Avenue
 Truth or Consequences, NM

Exhibit
2



⊗ Approximate Boring Location

Project Manager:	DC
Drawn by:	DC
Checked by:	DC
Approved by:	DC
Project No.	422072
Scale:	AS SHOWN
File Name:	Figures
Date:	12-15-20

COZ Engineering, LLC

PO Box 13331
Las Cruces, NM 88013

BORING LOCATION PLAN

T or C Pole Line Replacements
Austin Street
Truth or Consequences, NM

Exhibit	3
---------	---

Project: T or C Pole Line Replacements
 Project Location: Truth or Consequences, NM
 Project Number: 422072

Log of Boring B-1
 Sheet 1 of 1

Date(s) Drilled: 11-24-20	Logged By: COZ	Checked By: COZ
Drilling Method: hollow-stem auger	Drill Bit Size/Type:	Total Depth of Borehole: 16.5 feet bgs
Drill Rig Type: CME-75	Drilling Contractor: Enviro-Drill	Approximate Surface Elevation:
Groundwater Level and Date Measured: not encountered	Sampling Method(s): SPT	Hammer Data:
Borehole Backfill: cuttings	Location: see boring plan	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
0					SM		SILTY SAND WITH GRAVEL: brown, dry, loose				
	1		1	43/2				4.5	16.0		NP
5			2	22/3	SM		SILTY SAND: brown, dry, loose				
10			3	55/5							
15			4	56/8			medium dense				
							Bottom of Boring				
20											
25											
30											

Project: T or C Pole Line Replacements
 Project Location: Truth or Consequences, NM
 Project Number: 422072

Log of Boring B-2
 Sheet 1 of 1

Date(s) Drilled	11-24-20	Logged By	COZ	Checked By	COZ
Drilling Method	hollow-stem auger	Drill Bit Size/Type		Total Depth of Borehole	16.5 feet bgs
Drill Rig Type	CME-75	Drilling Contractor	Enviro-Drill	Approximate Surface Elevation	
Groundwater Level and Date Measured	not encountered	Sampling Method(s)	SPT	Hammer Data	
Borehole Backfill	cuttings	Location	see boring plan		

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
0					SM-SC		SILTY, CLAYEY SAND: brown, dry, loose				
	1		1	31413							
	5		2	3134	ML		SANDY SILT: brown, dry, medium stiff	6.5	50.7		NP
	10		3	4135	CL		SANDY LEAN CLAY: brown, dry, stiff				
	15		4	512117			very stiff				
							Bottom of Boring				
	20										
	25										
	30										

Project: **T or C Pole Line Replacements**
 Project Location: **Truth or Consequences, NM**
 Project Number: **422072**

Log of Boring B-3
Sheet 1 of 1

Date(s) Drilled: 11-24-20	Logged By: COZ	Checked By: COZ
Drilling Method: hollow-stem auger	Drill Bit Size/Type:	Total Depth of Borehole: 16.5 feet bgs
Drill Rig Type: CME-75	Drilling Contractor: Enviro-Drill	Approximate Surface Elevation:
Groundwater Level and Date Measured: not encountered	Sampling Method(s): SPT	Hammer Data:
Borehole Backfill: cuttings	Location: see boring plan	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
0					ML		SANDY SILT: brown, dry, medium stiff				
	1		31213								
	5		2144		SM		SILTY SAND: brown, dry, loose				
	10		51618		CL		LEAN CLAY WITH SAND: brown, dry, stiff	15.9	79.7	32	17
	15		91616				very stiff				
							Bottom of Boring				
	20										
	25										
	30										

Project: T or C Pole Line Replacements
 Project Location: Truth or Consequences, NM
 Project Number: 422072

Log of Boring B-4
 Sheet 1 of 1

Date(s) Drilled: 11-24-20	Logged By: COZ	Checked By: COZ
Drilling Method: hollow-stem auger	Drill Bit Size/Type:	Total Depth of Borehole: 16.5 feet bgs
Drill Rig Type: CME-75	Drilling Contractor: Enviro-Drill	Approximate Surface Elevation:
Groundwater Level and Date Measured: 6', 11-24-20	Sampling Method(s): SPT	Hammer Data:
Borehole Backfill: cuttings	Location: see boring plan	

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
0					SM		SILTY SAND: dark brown-grey, moist, loose				
	1		1	21315							
	5		2	41517	SP		POORLY GRADED SAND: grey, water bearing at 6', medium dense				
	10		3	71119	SP		POORLY GRADED SAND WITH GRAVEL: grey, water bearing, medium dense				
	15		4	11211			very loose				
							Bottom of Boring				
	20										
	25										
	30										

Project: T or C Pole Line Replacements
 Project Location: Truth or Consequences, NM
 Project Number: 422072

Log of Boring B-5
 Sheet 1 of 1

Date(s) Drilled	11-24-20	Logged By	COZ	Checked By	COZ
Drilling Method	hollow-stem auger	Drill Bit Size/Type		Total Depth of Borehole	16.5 feet bgs
Drill Rig Type	CME-75	Drilling Contractor	Enviro-Drill	Approximate Surface Elevation	
Groundwater Level and Date Measured	4', 11-24-20	Sampling Method(s)	SPT	Hammer Data	
Borehole Backfill	cuttings	Location	see boring plan		

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
0					SM		SILTY SAND WITH GRAVEL: dark brown, dry, medium dense				
	1		5616					14.4	22.0		NP
	5		2	3133	SP		POORLY GRADED SAND: grey, water bearing at 4', loose				
	10		3	2111	SC		CLAYEY SAND: grey, water bearing, very loose, trace gravel				
	15		4	1111	SP		POORLY GRADED SAND WITH GRAVEL: brown, water bearing, very loose				
							Bottom of Boring				

Project: T or C Pole Line Replacements
 Project Location: Truth or Consequences, NM
 Project Number: 422072

Key to Log of Boring
 Sheet 1 of 1

Elevation (feet)	Depth (feet)	Sample Type	Sample Number	Sampling Resistance, blows/ft	Material Type	Graphic Log	MATERIAL DESCRIPTION	Water Content, %	Percent Fines	LL, %	PI, %
1	2	3	4	5	6	7	8	9	10	11	12

COLUMN DESCRIPTIONS

- 1** Elevation (feet): Elevation (MSL, feet).
- 2** Depth (feet): Depth in feet below the ground surface.
- 3** Sample Type: Type of soil sample collected at the depth interval shown.
- 4** Sample Number: Sample identification number.
- 5** Sampling Resistance, blows/ft: Number of blows to advance driven sampler one foot (or distance shown) beyond seating interval using the hammer identified on the boring log.
- 6** Material Type: Type of material encountered.
- 7** Graphic Log: Graphic depiction of the subsurface material encountered.
- 8** MATERIAL DESCRIPTION: Description of material encountered. May include consistency, moisture, color, and other descriptive text.
- 9** Water Content, %: Water content of the soil sample, expressed as percentage of dry weight of sample.
- 10** Percent Fines: The percent fines (soil passing the No. 200 Sieve) in the sample. WA indicates a Wash Sieve, SA indicates a Sieve Analysis.
- 11** LL, %: Liquid Limit, expressed as a water content.
- 12** PI, %: Plasticity Index, expressed as a water content.

FIELD AND LABORATORY TEST ABBREVIATIONS

- CHEM: Chemical tests to assess corrosivity
- COMP: Compaction test
- CONS: One-dimensional consolidation test
- LL: Liquid Limit, percent
- PI: Plasticity Index, percent
- SA: Sieve analysis (percent passing No. 200 Sieve)
- UC: Unconfined compressive strength test, Qu, in ksf
- WA: Wash sieve (percent passing No. 200 Sieve)

MATERIAL GRAPHIC SYMBOLS

-  Lean CLAY, CLAY w/SAND, SANDY CLAY (CL)
-  SILT, SILT w/SAND, SANDY SILT (ML)
-  Clayey SAND (SC)
-  Silty SAND (SM)
-  Silty to Clayey SAND (SM-SC)
-  Poorly graded SAND (SP)

TYPICAL SAMPLER GRAPHIC SYMBOLS

-  Auger sampler
-  Bulk Sample
-  3-inch-OD California w/ brass rings
-  CME Sampler
-  Grab Sample
-  2.5-inch-OD Modified California w/ brass liners

OTHER GRAPHIC SYMBOLS

-  Water level (at time of drilling, ATD)
-  Water level (after waiting)
-  Minor change in material properties within a stratum
-  Inferred/gradational contact between strata
-  Queried contact between strata

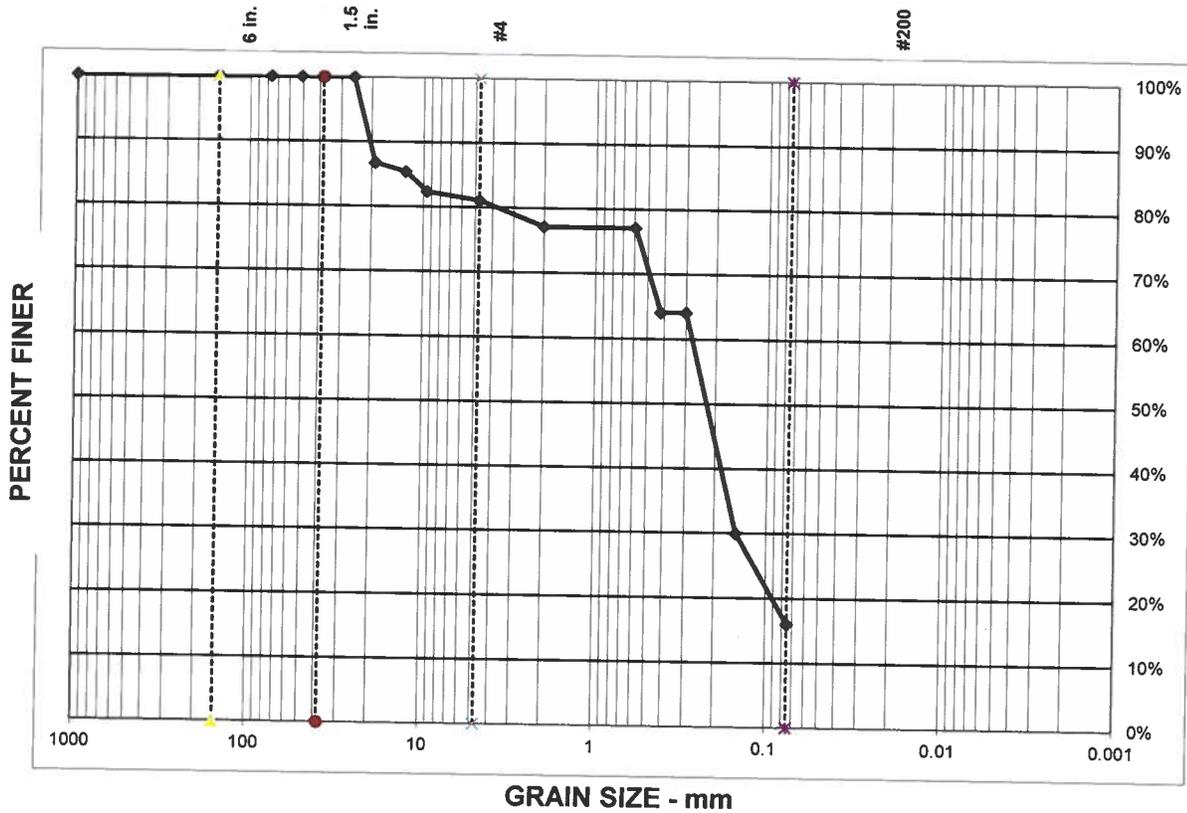
GENERAL NOTES

- 1: Soil classifications are based on the Unified Soil Classification System. Descriptions and stratum lines are interpretive, and actual lithologic changes may be gradual. Field descriptions may have been modified to reflect results of lab tests.
- 2: Descriptions on these logs apply only at the specific boring locations and at the time the borings were advanced. They are not warranted to be representative of subsurface conditions at other locations or times.

C:\Users\ltheco\AppData\Local\Temp\borings_temp\lmpfile.bgs\COZ_Engineering_1.tpf

Figure B-1

GRAIN SIZE DISTRIBUTION GRAPH



TEST SUMMARY (ASTM C136)

Sieve Size	1 1/2"	3/4"	3/8"	#4	#10	#40	#100	#200
% Passing (Cumulative)	100%	87%	82%	81%	77%	64%	30%	16.0%
Specification								

% GRAVEL = 19%	D ₈₅ = 12.2	D ₁₅ =
% SAND = 65%	D ₆₀ = 0.3	D ₁₀ =
% SILT & CLAY = 16%	D ₅₀ = 0.2	C _U =
	D ₃₀ = 0.2	C _C =

Sample Date: 11/24/20

Project No.: 422072

Project Name: T or C Pole Line Replacements

Report Date: 12/15/20

Sample Location: B-1 @ 2.5'

Liquid Limit: Plasticity Index: NP

USCS Classification: SM

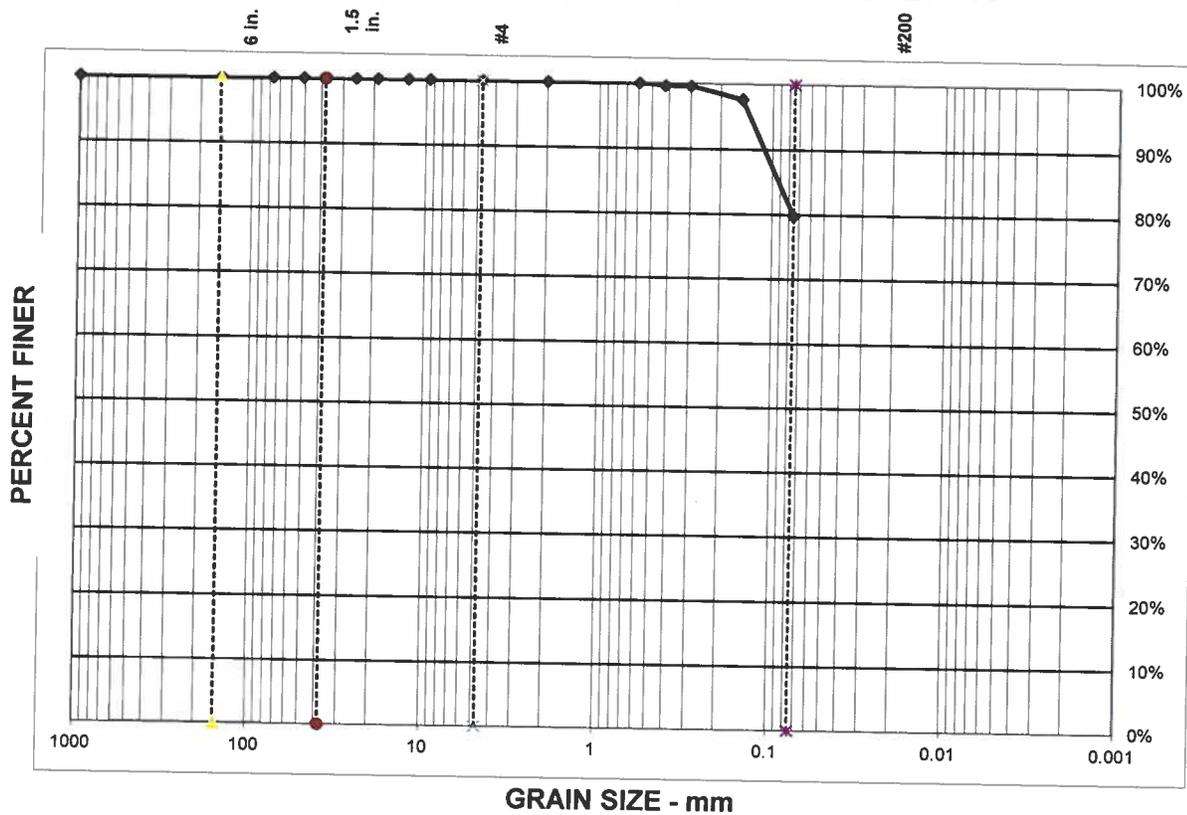
Material Description: Silty Sand with Gravel

In-Situ Moisture Content: 4.5%

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GRAIN SIZE DISTRIBUTION GRAPH



TEST SUMMARY (ASTM C136)

Sieve Size	1 1/2"	3/4"	3/8"	#4	#10	#40	#100	#200
% Passing (Cumulative)	100%	100%	100%	100%	100%	100%	98%	79.7%
Specification								

% GRAVEL = 0%	D ₈₅ = 0.1	D ₁₅ =
% SAND = 20%	D ₆₀ =	D ₁₀ =
% SILT & CLAY = 80%	D ₅₀ =	C _U =
	D ₃₀ =	C _C =

Sample Date: 11/24/20

Project No.: 422072

Project Name: T or C Pole Line Replacements

Report Date: 12/15/20

Sample Location: B-3 @ 10'

Liquid Limit: 32

Plasticity Index: 17

USCS Classification: CL

Material Description: Lean Clay with Sand

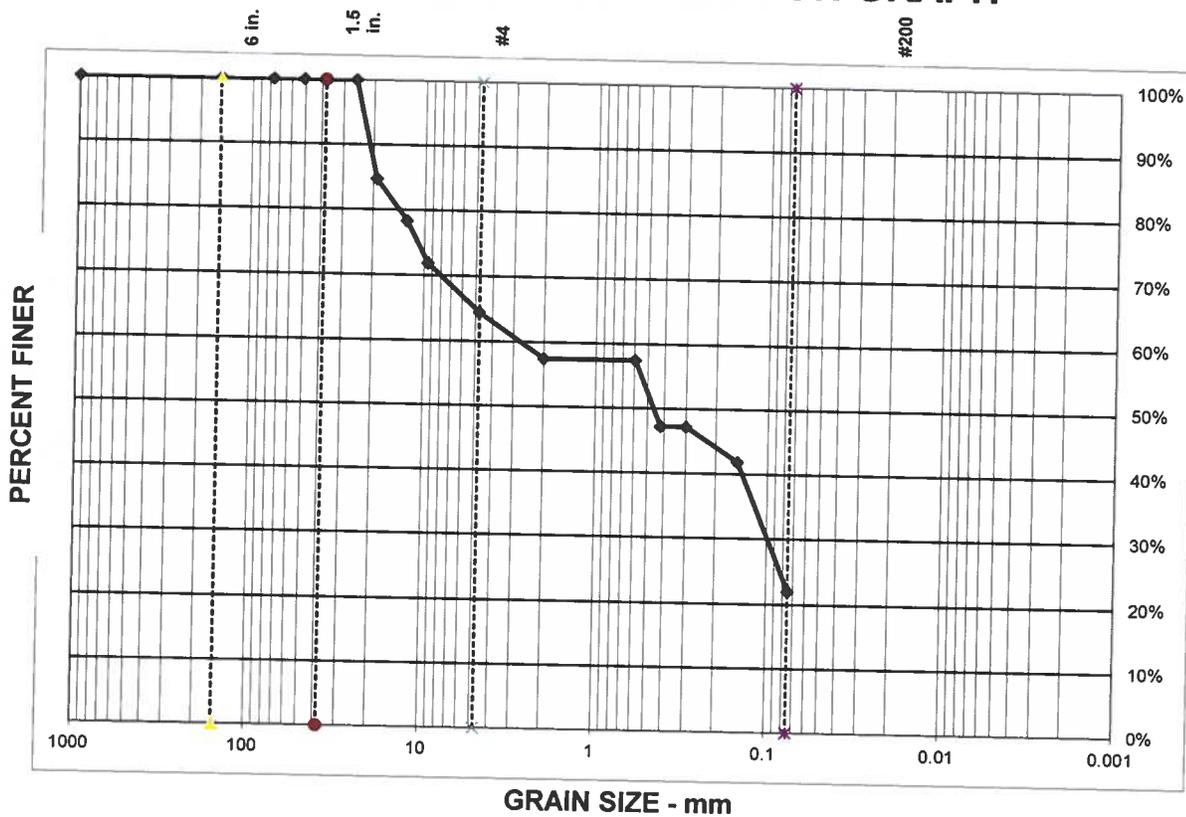
In-Situ Moisture Content: 15.9%

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GRAIN SIZE DISTRIBUTION GRAPH



TEST SUMMARY (ASTM C136)

Sieve Size	1 1/2"	3/4"	3/8"	#4	#10	#40	#100	#200
% Passing (Cumulative)	100%	85%	72%	64%	57%	47%	42%	22.0%
Specification								

% GRAVEL = 36%	D ₈₅ = 19.1	D ₁₅ =
% SAND = 42%	D ₆₀ = 2.8	D ₁₀ =
% SILT & CLAY = 22%	D ₅₀ = 0.5	C _U =
	D ₃₀ = 0.1	C _C =

Sample Date: 11/24/20

Project No.: 422072

Project Name: T or C Pole Line Replacements

Report Date: 12/15/20

Sample Location: B-5 @ 2.5'

Liquid Limit:

Plasticity Index: NP

USCS Classification: SM

Material Description: Silty Sand with Gravel

In-Situ Moisture Content: 14.4%

COZ Engineering, LLC

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**CITY OF TRUTH OR CONSEQUENCES
12 kV DISTRIBUTION LINE
TECHNICAL SPECIFICATIONS INDEX**

NUMBER	TITLE
01 04 70	Coordination with Public
01 12 16	Work Sequence
01 14 19	Contractor's Use of Premises
01 20 00	Applications for Payment
01 20 10	Measurement and Payment
01 31 19	Project Meetings
01 32 16	Construction Schedule
01 33 00	Shop Drawings, Product Data, and Samples
01 50 00	Temporary Facilities and Controls
01 55 26	Traffic Regulation
01 57 00	Temporary Controls
01 60 00	Material and Equipment
01 70 00	Contract Closeout
01 74 00	Cleaning
01 78 39	Project Record Documents
01 92 13	Operating and Maintenance Data
33 00 00	General Electrical Requirements

SECTION 01 04 70
COORDINATION WITH PUBLIC

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Before, after and special construction notices.
- B. Physical delivery of construction notifications to all residences affected by work.

1.02 RELATED WORK

- A. Section 01 12 16: Work Sequence
- B. Section 01 31 19: Project Meetings
- C. Section 01 32 16: Construction Schedules
- D. Section 01 33 00: Shop Drawings, Product Data, and Samples

1.03 PUBLIC MEETING:

- A. The OWNER will schedule a public meeting for the purpose informing the public of:
 - 1. The nature of work to be performed.
 - 2. The anticipated project schedule.
 - 3. Detailed explanations of expected and potential impacts to residents.
- B. CONTRACTOR will be responsible for attending the public meeting and leading the discussions outlined above.

1.04 NOTICES

- A. Before Construction:
 - 1. Delivered to the ENGINEER not more than seven, nor less than four, calendar days prior to actual physical construction on each line or line segment.

2. Corrected notices delivered if construction does not start within 48 hours of date given in notice.
 3. Written notice to state:
 - a. CONTRACTOR'S name, address and local telephone number.
 - b. Nature of work to be done.
 - c. Disruption that residents or businesses might expect.
 - d. Expected duration of construction.
 - e. CONTRACTOR'S local telephone number to which complaints may be made during normal working hours.
 - f. CONTRACTOR'S local telephone number to which emergency conditions can be reported during non-working periods.
- B. Before Electrical Power Service Outages and Access Restrictions:
1. Hand delivery of cardboard door hangers notifying impacted businesses and residences of a power service outage.
 2. Hand delivery of cardboard door hangers notifying impacted businesses residences of a property access restriction.
 3. Carboard door hangers shall be in full color showing:
 - a. The city of Truth or Consequences logo, 2" diameter minimum.
 - b. CONTRACTOR'S name, address and local telephone number.
 - c. Nature of work to be done.
 - d. Disruption that residents or businesses might expect.
 - e. Expected duration of construction.
 - f. CONTRACTOR'S local telephone number to which complaints may be made during normal working hours.
 - g. CONTRACTOR'S local telephone number to which emergency conditions can be reported during non-working periods.
 - h. See Section 01 12 16: Work Sequence for more information on distribution of public notifications.
 - i. Submit door hanger product data and design and five (5) samples to ENGINEER and OWNER for approval per Section 01 33 00: Shop Drawings, Product Data, and Samples.
- C. After Construction:
1. Delivered not more than seven calendar days following construction on each line or line segment.
 2. Written notice to:
 - a. State CONTRACTOR'S name, address and telephone number.
 - b. Thank residents and businesses for cooperation and report that work is completed in their area.

- D. Notice:
 - 1. Inform residents and businesses personally and by written notice whenever access to property will be impaired, stating scheduling of such impairment in the notice.
 - 2. Hand-delivery to each resident and business adjacent to and/or which may be reasonably expected to be affected by construction.

1.05 SCHEDULE OF SPECIAL REQUIREMENTS FOR THIS PROJECT

- A. Notification of all residences and commercial businesses in the area affected by water and sewer service outages as well as other impacts of construction.

END OF SECTION

SECTION 01 12 16

WORK SEQUENCE

PART 1 GENERAL

1.01 WORK SEQUENCE

- A. Work may be accomplished with the following considerations:
1. All entry to existing equipment and power service outages shall be coordinated with the Owner.
 2. Power service outages will require a five business day notice.
 3. Power service outages shall occur between 9am and 5pm, Tuesday to Thursday. Outages shall not occur on weekends, Mondays, or Fridays.
 4. Maximum outage length shall be 2 hours for all services with the exception of the Bullocks Grocery Store and Davis-Fleck Pharmacy on Broadway St.
 5. Bullocks Grocery Store and Davis-Fleck Pharmacy on Broadway St. shall not have outages. Provide generator power to maintain continuous power service to these locations.
 6. Power service outages extending beyond the maximum outage length shall accrue damage penalties in the amount of \$500/hour. Damage penalties shall be assessed at the top of each hour beyond the maximum outage length until continuous power service is restored.
 7. Unscheduled power service outages shall accrue damage penalties in the amount of \$500/hour. Damage penalties shall be assessed at the top of each hour until continuous power service is restored.
 8. Power service outages shall occur for services served from a single transformer.
 9. Coordinate with Owner when work will impact power end user access to residences. Any work impacting access will require a five business day notice.
- B. Work sequence:
1. The existing electrical distribution system and/or portions of the system shall remain energized during construction.
 2. Outages of thirty minutes or less may occur more than two times per power service end user, though a notice of the outage must be a minimum of five business days.

- C. CONTRACTOR may submit for approval an alternate sequence plan in the event that installations may be accomplished in phases to better facilitate outages or minimize the inconvenience to OWNER or power service end users.

END OF SECTION

SECTION 01 14 19

CONTRACTOR'S USE OF PREMISES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. General requirements for the CONTRACTOR'S use of premises.

1.02 RELATED WORK

- A. General conditions of the Contract.

1.03 AVAILABLE SITES

- A. The CONTRACTOR shall provide adequate storage areas for materials and equipment during the course of the work. The CONTRACTOR shall make arrangements for securing and maintaining storage areas during construction and be fully responsible for those areas while in use, regardless of ownership.

1.04 PROTECTION AND RESTORATION

- A. All existing features and improvements to or within the project area shall be restored by the CONTRACTOR equivalent to those existing prior to construction at no additional cost to the OWNER.
- B. Compliance with special requirements or considerations indicated on the Drawings for the use of facilities shall be the CONTRACTOR'S responsibility at no additional cost to the OWNER.
- C. Trees and other landscaping within the project area shall be preserved and/or replaced to their original condition, unless specifically indicated on the Drawings.
- D. CONTRACTOR is permitted only to access site as shown on the plans. Under no circumstances is the CONTRACTOR to operate vehicles outside the access and work area limits.

- E. All existing traffic control shall be kept in tact and be reinstalled as in place prior to construction commencement. Replacement of damaged traffic control shall be done at the CONTRACTOR'S expense to City standard

1.05 SPECIAL CONSTRUCTION METHODS

- A. Special and/or hand construction methods may be required to maintain existing conditions.
- B. Such methods shall be used by the CONTRACTOR at no additional cost to the OWNER.

1.06 CLEANING DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulation of waste materials, rubbish, and windblown debris resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste soil materials, debris, and rubbish from the site periodically, and dispose of at legal disposal areas away from the site.

1.07 DUST CONTROL

- A. Provide dust control as needed during construction to maintain access road and work area. All local ordinances and requirements shall be adhered to.

END OF SECTION

SECTION 01 20 00

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Submit Applications for Payment to ENGINEER in accordance with the schedule established by conditions of the Contract and Agreement between OWNER and CONTRACTOR.

1.02 RELATED WORK

- A. Agreement between OWNER and CONTRACTOR: lump sum prices.
- B. Conditions of the Contract: progress payments, retainages and final payment.
- C. Section 01 78 39: Project Record Documents

1.03 FORMAT AND DATA REQUIRED

- A. Submit applications in the form required by ENGINEER in accordance with the example to be provided with itemized data typed on 8½" x 14" white paper continuation sheets.
- B. Provide typed itemized data on continuation sheet:
 - 1. Format, schedules, line items and values accepted by ENGINEER.
 - 2. For unit price contracts, pay items shall be the same as those listed in the Bid Proposal plus executed changes.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
 - 1. Fill in required information, including that for change orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

3. Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 3. List each change order executed, prior to date of submission, at the end of the continuation sheets.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Submit with each copy of Application:
1. Properly identified invoices supporting requests for materials payments.
 2. Properly identified invoices for inspection testing allowance payments, if any.
 3. Wage rate certification in accordance with requirements of the NM Department of Workforce Solutions.
 4. If required by ENGINEER, certificate of payment of all suppliers and subcontractors for which payment has previously been received from OWNER in accordance with example form to be provided by ENGINEER.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to ENGINEER at the times stipulated in the Agreement.
- B. Five copies of each Application required.
- C. When ENGINEER finds Application properly completed and correct, he will transmit certificate for payment to OWNER, with copy to CONTRACTOR.

END OF SECTION

SECTION 01 20 10

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. General requirements for measurement for payments and description of bid items.

1.02 RELATED REQUIREMENTS

- A. Agreement and corresponding bid.
- B. Section 01 20 00: Application for Payment.

1.03 UNIT PRICE ITEMS

- A. Estimated Quantities:
 - 1. Estimated quantities in Bid Form are approximate and used only for:
 - a. Basis for estimating probable cost of Work.
 - b. For comparison of Bids submitted for Work.
 - 2. Actual work done or materials furnished under Unit Price item may differ from estimated quantities.
 - 3. Basis of payment: actual amount of Work as determined by applying the appropriate unit price as bid.
- B. Other Unit Price Items: Unit complete in place and ready for use including all work.

1.04 LUMP SUM ITEMS

- A. Payment for all lump sum bid items includes all work, labor and materials required to provide a complete, ready-to-use installation. Lump sum items are those as indicated in the Bid Schedule.
- B. Mobilization/Demobilization: Payment for mobilization/demobilization at a maximum of 15% of the total construction cost shall be at the lump sum price listed in the bid schedule. The OWNER will pay the CONTRACTOR using the following procedure:
 - 1. If the CONTRACTOR has performed work representing less than 5% of the total original contract amount less mobilization, the OWNER will pay 25% of the mobilization\demobilization bid amount.

2. If the CONTRACTOR has performed work representing from 5% to less than 20% of the total original contract amount less mobilization, the OWNER will pay 50% of the mobilization\demobilization bid amount.
3. If the CONTRACTOR has performed work representing 20% or more of the total original contract amount less mobilization, the OWNER will pay the mobilization\demobilization bid amount value from 50% to 75% divided by the remaining contract months.
4. The remaining 25% may be requested upon demobilization completion from the job site.
5. The OWNER will not make additional payments for demobilization and remobilization due to shutdowns or suspensions of the work, or for other mobilization activities required for satisfactory completion of the contract.

1.05 ALLOWANCES

- A. Not Used.

1.06 MATERIALS

- A. For small projects for which a schedule of values is not required, payment for materials delivered but not fully incorporated in the Project will only be made if such materials are available for inspection at the Contractor's job site yard, and for which invoices are presented to the Engineer.

1.07 INCIDENTAL WORK

- A. All work, labor, materials, appurtenances, activities and requirements to complete the facilities complete, in place and ready for use, and to comply with all requirements and conditions of the Contract Documents are considered incidental work to the Contract Documents' bid items. No separate, additional or special payment will be due the Contractor for incidental work.
- B. Above, on- or below-ground obstructions, utilities, features or improvements interfering with the work or which must be moved, removed and/or restored to accomplish the Work are considered as incidental work for which separate payment will not be made if separate bid items are not specifically given for such in the Contract Documents.
- C. Construction staking for the project shall be performed by the Contractor and is considered incidental work for no separate payment will be made. The Contractor shall take care to protect existing control points shown on the Drawings.
- D. Traffic control shall be considered as incidental work for which separate payment will not be made, unless otherwise shown on the Bid Schedule.

1.08 FORCE ACCOUNT

- A. If a Force Account Allowance is included on the Bid Form, the Owner will pay the Contractor in accordance with the following provisions.
- B. The force account allowance will only be used when an unordinary storm event is experienced within the lake drainage basin. Only storm events that cause the coffer dam to be overtopped will be classified an unordinary. All other storm events and corresponding runoff shall be accounted for as part of normal daily work operations.
- C. If Subcontractors perform Work by Force Account, the Owner shall only compensate the Contractor an additional ten percent (10%) of the total cost of the subcontracted Work for indirect and administrative costs.
- D. When a force account event is triggered the Contractor will keep a complete and accurate account, in detail, of the cost of doing the Work on a Force Account basis. Failure to maintain records on a force account activities when so directed by the Engineer shall waive any associated right by the Contractor for reimbursement of such costs.
- E. Force account status will remain in effect until such time that normal debris removal operations are resumed as determined by the Engineer.
- F. The Owner will pay the Contractor for labor, the wage rate for Force Account Work actually paid by the Contractor during the pay period ending before the issuance of the Change Order authorizing the Force Account Work. Such payment shall include Work by supervisors in direct charge of the Force Account Work. If there is no wage rate for a labor classification needed to perform the type of Work required, the Owner and Contractor will negotiate and document a new wage rate before beginning the Force Account Work. Labor shall also include, and the Department will reimburse for, the following actual reasonable costs paid to (or on behalf of) workers:
 - 1. Subsistence and travel allowances;
 - 2. Health and welfare benefits;
 - 3. Pension fund benefits.
- G. The Owner will pay an additional 45% of the labor cost for associated labor burden, overhead and profit.
- H. Equipment rental rates shall be paid as shown in the Blue Book in effect at Advertisement date. The rates in the Rental Rate Blue Book reflect current ownership, overhead and operation costs, based on the average hours of operation per year. The rates do not include operating personnel. The ownership cost represents the total cost of depreciation, interest, insurance, taxes, storage, etc., calculated to an hourly rate. Estimated operating cost per hour includes fuel, lubricants, tires, and other operating expendables, e.g. the percentage of mechanics' wages chargeable to preventive and field maintenance. The current Blue Book applies to machinery or special Equipment (other than small tools) and transportation authorized by the Engineer. The Blue Book rates shall be used for the actual time the Equipment is in operation. The Owner will pay for equipment used on force account work at the regular hourly rate in accordance with the rate provided in the Blue Book. No additional costs shall be incurred for small tools.

- I. The Owner will pay the Contractor the actual cost of materials accepted by the Engineer and incorporated into the force account work, including transportation charges paid.
- J. The Contractor shall receive payment for one and one half percent (1%) of the total force account amount for the contract bonds and insurance.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Preconstruction conference to be scheduled by ENGINEER.
- B. Progress or special meetings as deemed necessary and scheduled by OWNER or ENGINEER.
- C. Special and final inspections by OWNER or ENGINEER when requested.
- D. CONTRACTOR to attend project meetings at no additional cost to OWNER.

1.02 RELATED WORK

- A. Section 01 32 16: Construction Schedules

1.03 SCHEDULE OF SPECIAL REQUIREMENTS FOR THIS PROJECT

- A. Weekly progress meetings between the CONTRACTOR and ENGINEER.
- B. Monthly progress meetings to include the OWNER.
- C. Meetings shall be scheduled before start for coordination and scheduling.

END OF SECTION

SECTION 01 32 16
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Promptly after award of the Contract, prepare and submit to ENGINEER estimated construction progress schedules for the Work, with subschedules of related activities essential to its progress.
- B. Submit revised progress schedules.
- C. Schedule subject to approval of ENGINEER.
- D. Schedule construction working hours.

1.02 RELATED WORK

- A. Conditions of the Contract.
- B. Section 01 20 00 Applications for Payment
- C. Section 01 31 19: Project Meetings
- D. Section 01 33 00: Shop Drawings, Product Data, Samples

1.03 FORM OF SCHEDULES (A OR B)

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: identify the first work day of each week.
 - 3. Scale and spacing: to allow space for notations and future revisions.
- B. Prepare schedules in the form of "C.P.M."
- C. Format of listings: chronological order of the start of each item of work.

1.04 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show projected percentage of completion for each item as of the first day of each month.
- B. Provide subschedules to define critical portions of prime schedules.
- C. Provide subschedules of outage date and times.
- D. Provide subschedules of public notice distribution, see 01 40 70.

1.05 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays and/or the impact on the schedule.
 - 2. Corrective action to be taken.

1.06 SUBMISSIONS

- A. Submit initial schedules within 15 days after award of Contract.
 - 1. ENGINEER will review schedules and return review copy within 10 days after receipt.
 - 2. If required, resubmit within seven days after return of review copy.
- B. Submit schedule marked up to show actual progress of Work with each application for payment.
- C. Submit revised progress schedules when requested by ENGINEER or whenever project is more than 5% behind approved schedule, as determined by monthly request for payment.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedule to:
- B. CONTRACTOR'S project field office (1 copy).
 - 1. ENGINEER (5 copies).

1.08 CONSTRUCTION WORKING HOURS SCHEDULING

- A. Notify ENGINEER at least 48 hours in advance of any work to be done outside of usual working hours or any change in usual working hours. The usual working hours are between 7 a.m. to 7 p.m., Monday to Friday.

END OF SECTION

SECTION 01 33 00

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Submit Shop Drawings, Product Data, and Samples required by Contract Documents.

1.02 RELATED WORK

- A. Conditions of the Contract: Definitions and Additional Responsibilities of Parties.

1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner with sufficient detail to show kind, size, and arrangement and function of component materials and devices.
- B. Minimum sheet size: 8-1/2" x 11"

1.04 PRODUCT DATA

- A. Preparation:
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
 - 5. For equipment for which electrical schematic is given in Drawings, statement from manufacturer that equipment operation per schematic is appropriate for equipment.
- B. Installation data for all materials and equipment for which operation and maintenance manuals will not be provided:
 - 1. Manufacturer's installation instructions and recommendations.
 - 2. Referenced standards for installation.
 - 3. Manufacturer's standard schematic drawings and diagrams:

4. Modify drawings and diagrams to delete information which is not applicable to the Work.
5. Supplement standard information to provide information specifically applicable to the Work.

1.05 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of the project, with integrally related parts and attachment devices.
 2. Full range of color, texture, and pattern.

1.06 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data, and Samples prior to submission.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with specifications.
 5. Conflicts with other items of construction past or present.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the ENGINEER in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or work which requires submittals until return of submittals with ENGINEER'S final review.

1.07 SUBMISSION REQUIREMENTS

- A. Make submittals promptly and in such sequence as to cause no delay in the Work.
- B. Number of submittals required:
1. Shop Drawings and Product Data: Submit the number of opaque reproductions which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER.
 2. Samples: Submit the number stated in each specification section.

- C. Submittals shall contain on the first two pages:
1. The date of submission and the dates of any previous submissions.
 2. The Project title and number.
 3. Contract identification.
 4. The names of:
 - a. CONTRACTOR.
 - b. Supplier.
 - c. Manufacturer.
 5. Identification of the product, with the specification section number and Drawing number.
 6. Field dimensions, clearly identified as such.
 7. Relation to adjacent or critical features of the Work or materials.
 8. Applicable standards, such as ASTM or Federal Specification numbers.
 9. Identification of deviations from Contract Documents.
 10. Identification of revisions on resubmittals.
 11. A 3 in. x 3 in. blank space for ENGINEER'S stamp.
 12. CONTRACTOR'S stamp or statement, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, coordination of the information within the submittal with requirements of the Work and of Contract Documents, and the represented products or materials meet all requirements of the Contract Documents except for any specific deviations specifically stated and requested.

1.08 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the ENGINEER and resubmit until final review.
- B. Shop Drawings and Product Data:
1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the ENGINEER.
- C. Samples: Submit new samples as required for initial submittal.

1.09 DISTRIBUTION

- A. Distribute reproductions of Shop Drawings and copies of Product Data which carry the ENGINEER stamp of final review to:
1. Job site file.
 2. Record documents file.
 3. Subcontractors and suppliers as appropriate.

- B. Distribute samples which carry the ENGINEER stamp of approval as directed by ENGINEER.

1.10 ENGINEER DUTIES

- A. Review and return submittals within 7 days of receipt of submittal.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal or review of submittal.
- C. Return submittals to CONTRACTOR for distribution or for resubmission.
- D. ENGINEER'S review does not constitute acceptance or responsibility for accuracy or dimensions, nor shall it relieve the CONTRACTOR from meeting any requirements of the Contract Documents, nor shall it constitute approval for any deviation from the Contract Documents unless such deviations are specifically stated as such on the submittal and specifically allowed by the ENGINEER.
- E. ENGINEER to return submittals with only cursory review when it becomes apparent the submittal is not acceptable.

1.11 PAYMENT AND TIME FOR REVIEW OF EXCESSIVE SUBMITTALS

- A. Submittals after first resubmittal:
 - 1. Accompanied by CONTRACTOR'S purchase order to ENGINEER for all ENGINEER'S review time and costs at ENGINEER'S standard billing rates.
 - 2. Be reviewed by ENGINEER at convenience of the ENGINEER.

1.12 TIMELINESS

- A. All submittals to be submitted to allow final ENGINEER'S review to be completed within the scheduled number of calendar days of date Contract starts.
 - 1. If submittals not reviewed within the scheduled time:
 - 2. OWNER may withhold payment if such delay results in a delay in receipt of funding agency funds.
 - 3. CONTRACTOR shall not terminate/suspend work.
 - 4. No additional costs or contract time shall be claimed by CONTRACTOR.

- B. No payments made for materials, equipment or supplies for which ENGINEER'S final review of submittal has not been made.
- C. Materials, equipment or supplies for which ENGINEER'S final review of submittal has not been made shall not be allowed on the job site.

1.13 REQUIRED SUBMITTALS

- A. For Schedule Which Follows:
 1. AB = As-built Mylar
 2. CE = Certificate
 3. CD = Connection diagrams, Electrical
 4. CS = Color Selection Chart
 5. DM = Design Mix
 6. EC = Engineering Computations
 7. FI = Field O&M instruction required
 8. GU = Guarantee
 9. IQ = Installers qualifications
 10. LT = Testing Laboratory Test Results
 11. MI = Manufacturer's Installation Instructions
 12. MR = Manufacturer's Representative at site
 13. OR = Other; See section requirements
 14. OM = O&M Manual
 15. PB = Prebid submittal by equipment manufacturer and written prebid Approval of ENGINEER required
 16. PD = Product Data
 17. SA = Sample
 18. SC = Manufacturer's certification of control schematic
 19. SD = Shop Drawing
 20. SE = Schematic drawings, Electrical
 21. SL = Spares inventory list
 22. WA = Warranty

1.14 PRELIMINARY SCHEDULE OF REQUIRED SUBMITTALS

<u>Section</u>	<u>Name</u>	<u>Required</u>
01 55 26	Traffic Control	OR
01 78 39	Project Record Documents	OR
01 92 13	Operation and Maintenance Data	OM
33 00 00	General Electrical Requirements	OR

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the public, work and existing facilities.
- B. Remove when no longer needed or at completion of Work.

1.02 RELATED WORK

- A. None.

PART 2 PRODUCTS

2.01 GENERAL

- A. Materials may be:
 - 1. New or used.
 - 2. Suitable for the intended purpose.
 - 3. In conformance with the requirements of applicable codes and standards.
 - 4. Materials to be CONTRACTOR'S option, as appropriate, to serve required purpose.

PART 3 EXECUTION

3.01 GENERAL

- A. Install facilities in a neat and reasonable uniform appearance, structurally adequate for required purposes.

- B. Maintain barriers during entire construction period.
- C. Relocate barriers as required by progress of construction.
- D. Provide barriers to protect the public from excavations and hazardous conditions and operations.
- E. If a trench or excavation, where accessible to the public, is left open at night or weekends, barricade with flashing lights and orange mesh fence.

3.02 FENCES

- A. Fence Location:
 - 1. Enclosure:
 - a. Locate fence to enclose substantially entire Project site.
 - b. That portion that the CONTRACTOR establishes as required to encompass entire Project construction operation.
 - 2. Vehicular entrance gates:
 - a. Locate in suitable relation to construction facilities.
 - b. Avoid interference with traffic on public thoroughfares.
- B. 6' Chain Link Fence.

3.03 REMOVAL

- A. Completely remove barricades, including foundations, when construction has progressed to the point where they are no longer needed.
- B. Cleaning:
 - 1. Clean and repair damage caused by installation.
 - 2. Fill and grade areas of the site to required elevations and slopes.
 - 3. Clean the area.

END OF SECTION

SECTION 01 55 26

TRAFFIC REGULATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. To submit a traffic control plan to ENGINEER and OWNER for approval.
- B. Provide, operate and maintain equipment, services and personnel with traffic control and protective devices as required to expedite public vehicular traffic flow and access on haul routes, at site entrances, on-site access road, parking areas and any areas affected by construction operations. This item includes signs, sign posts (permanent or portable), barricades, cones, drums, warning lights or flashers, temporary striping, flags, flaggers, and any other incidental items as shown on the plans or as required by the OWNER. All traffic control devices and procedures shall meet the minimum requirements as stated in the Manual on Uniform Traffic Control Devices.
- C. Remove temporary equipment and facilities when no longer required; restore grounds to original or specified conditions.

1.02 RELATED WORK

- A. Section 01 33 00: Shop Drawings, Product Data and Samples

1.03 TRAFFIC CONTROL

- A. Whenever a street or thoroughfare is to be closed or partially closed, the CONTRACTOR shall notify OWNER of such closing and the length of time the street will be closed to traffic. This notice shall be given forty-eight (48) hours prior to the closing and shall be coordinated with the ENGINEER.
- B. Local access shall be maintained for all streets. The CONTRACTOR will be required to keep as much roadway open as possible to provide access for private property OWNERS. The CONTRACTOR shall supply signing, markings, or flagmen as needed to permit local traffic onto the streets where construction is in progress.

- C. During working hours, the CONTRACTOR may close portions of the street for short durations (2-4 hours) to facilitate construction, such as during asphalt patching operations.
- D. At the end of each day, all streets, side streets and driveways shall be left in a fully passable condition. The CONTRACTOR shall close trenches and clean the job site before the end of each day, weekends or holidays. All sidewalks and public walkways shall be open. During non-working hours all streets shall be open to traffic.

1.04 TRAFFIC CONTROL SIGNALS AND SIGNS

- A. Traffic control plan and methods of handling traffic shall be submitted to OWNER for approval prior to issuance of Right of Way permit.
- B. Provide traffic control and directional signs for all closures and detours, mounted on barricades or standard posts with warning flashing lights.
- C. Traffic control shall be in full conformance with Department of Transportation "Manual on Uniform Traffic Control Devices for Streets and Highways," latest edition. Any deviation from "MUTCD" requires prior approval of ENGINEER.

1.05 CONSTRUCTION PARKING CONTROL

- A. Control CONTRACTOR'S and construction personnel's private vehicular parking to preclude interference with public traffic or paving, access by emergency vehicles or OWNER'S operations.

1.06 SPECIAL REQUIREMENTS FOR THIS PROJECT

- A. Provide traffic and detour controls and signs as required per approved traffic control plans.
- B. The CONTRACTOR shall have a responsible person on site during working hours and on call during non-working hours to inspect and maintain project traffic control.

- C. Removal:
1. All non-applicable signing shall be removed or covered completely with an opaque, non-light-transmitting material.
 2. All remaining, non-applicable traffic control devices are to be removed.

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART I GENERAL

1.01 WORK INCLUDED

- A. Provide and maintain methods, equipment and temporary construction as necessary to provide controls over environmental conditions at the construction site and related areas under CONTRACTOR'S control.
- B. Remove physical evidence of temporary facilities at completion of Work.

1.02 RELATED WORK

- A. None.

1.03 NOISE CONTROL

- A. Limit to:
 - 1. Practical extent.
 - 2. Normal working hours when practical. The normal working hours are between 7 am to 7 pm, Monday through Friday.

1.04 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into the atmosphere.
- C. Provide truck bed covers on all trucks and other conveyances hauling any loose materials within public right of way.

1.05 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the Project, the site or adjoining properties.
- B. Drainage:
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas.
 - 2. Direct drainage to proper runoff.
- C. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water and groundwater.
- D. Dispose of drainage water and dewatering water in a manner to prevent flooding, erosion or other damage to any portion of the site or to adjoining areas.
- E. Any public agency or private land OWNER arrangements, permits or other approvals required for the discharge of water are the sole responsibility of the CONTRACTOR.

1.06 RODENT AND PEST CONTROL

- A. As found necessary during construction.

1.07 DEBRIS CONTROL

- A. Maintain all areas under CONTRACTOR'S control free of extraneous debris.
- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers for deposit of debris as specified in Section 01 74 00 - Cleaning.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - 3. Provide periodic inspection of traffic areas to enforce requirements.
- C. Periodic Debris Collection:
 - 1. Schedule periodic collection and disposal of debris as specified in Section 01 74 00 - Cleaning.
 - 2. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

1.08 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Removal:
 - 1. Provide equipment, personnel and emergency measures required to contain any spillages and remove contaminated soils or liquids.
 - 2. Excavate and dispose of any contaminated earth offsite and replace with suitable compacted fill and topsoil.
- C. Groundwater Protection:
 - 1. Take special measures to prevent harmful substances from entering groundwater.
 - 2. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams or into sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
 - 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.
- E. Provide the necessary number of sanitary toilet units for all of the workers on the work site.

1.09 EROSION CONTROL

- A. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas to prevent erosion and sedimentation.
 - 1. Hold the areas of bare soil exposed at any one time to a minimum.
 - 2. Provide temporary control measures such as berms, dikes and drains.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays that will erode.
- C. Erosion Control:
 - 1. Periodically inspect earthwork to detect any evidence of the start of erosion.
 - 2. Apply corrective measures as required to control erosion.

1.10

SECURITY

- A. Provide adequate temporary fencing to secure the project site and all staging areas.
- B. Provide watchmen and other security personnel as necessary to protect the work.

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Material and equipment incorporated into the Work:
 - 1. New and free of defect unless otherwise shown on the Drawings.
 - 2. Conform to applicable specifications and standards.
 - 3. Comply with size, make, type and quality specified, or as specifically approved in writing by the ENGINEER.
 - 4. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 5. Do not use material or equipment for any purpose other than that for which it is designed or is specified

1.02 RELATED WORK

- A. Conditions of the Contract
- B. Section 01 33 00: Shop Drawings, Product Data and Samples
- C. Section 01 92 13: Operating and Maintenance Data

1.03 REUSE OF EXISTING MATERIAL

- A. Except as specifically indicated or specified, materials and equipment removed from existing structures shall not be used in the completed Work.

- B. For material and equipment specifically indicated or specified to be reused in the Work:
 - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work.
 - 2. Arrange for transportation, storage, and handling of products which require off-site storage, restoration or renovation. Pay all costs for such work.

1.04 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, such instructions must be included with:
 - 1. Shop drawing and/or product data submitted if an operation and maintenance manual is not required
 - 2. Operation and maintenance data if required
- B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with ENGINEER for further instructions
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.05 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver Products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved SUBMITTALS, and that Products are properly protected and undamaged.
- B. Provide equipment and personnel to handle Products by methods to prevent soiling or damage to Products or packaging.

1.06 STORAGE AND PROTECTION

- A. Store Products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

- B. Exterior Storage
 - 1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.
 - 2. Store loose granular materials in a well drained area on solid surfaces to prevent mixing with foreign matter.

- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored Products to assure that Products are maintained under specified conditions, and free from damage or deterioration.

- D. Protection After Installation:
 - 1. Provide substantial coverings as necessary to protect installed Products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.07 SUBSTITUTIONS AND PRODUCT OPTIONS

- A. CONTRACTOR'S Options:
 - 1. For Products specified only by reference standard; select any product meeting that standard.
 - 2. For Products specified by naming several products or manufacturers and "or equal" or similar term; select any one of the products or manufacturers named, which complies with the specifications. Materials that are "or equal" should be verified by the CONTRACTOR prior to use for bidding purposes.
 - 3. For Products specified by naming only one Product and manufacturer, if the CONTRACTOR wishes to include an option, the CONTRACTOR must submit a qualifications statement in accordance with this Section for any product or manufacturer not specifically named.

- B. Substitutions
 - 1. For a period of 30 days after Bid Date, ENGINEER will consider written requests from CONTRACTOR for substitution of "Or Equal" Products.

2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
3. ENGINEER shall be the judge of the acceptability of the proposed substitution.

C. CONTRACTOR'S Representation:

1. A request for substitution constitutes a representation that CONTRACTOR
 - a. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
 - b. Will provide the same warranties or bonds for the substitution as for the Product specified.
 - c. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
 - d. Waives all claims for additional costs or contract time, under his responsibility, which may subsequently become apparent.

- D. ENGINEER will review requests for substitutions with reasonable promptness, and notify CONTRACTOR, in writing, of the decision to accept or reject the requested substitution.

1.08 INTENT OF TECHNICAL SPECIFICATIONS

- A. Since the specified materials and details of equipment and component fabrication and assembly are given for specific functional, operational, maintainability, and compatibility reasons, which are not detailed in the Contract Documents, the intent and the functional intent of the Specifications is exactly what the Specifications state in all details without any deviations whatsoever.

END OF SECTION

SECTION 01 70 00
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Comply with requirements stated in Conditions of the Contract and Specifications for administrative procedures in closing out the Work.

1.02 RELATED WORK

- A. Section 01 92 13: Operating and Maintenance Data
- B. Section 01 78 39: Project Record Documents

1.03 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the Work is substantially complete, he shall submit to ENGINEER:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable amount of time after receipt of such notice, ENGINEER will make an inspection to determine the status of completion.
- C. Should ENGINEER determine that the Work is not substantially complete:
 - 1. ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
 - 2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the ENGINEER.
 - 3. ENGINEER will reinspect the Work.
- D. Upon satisfactory completion of the review, the ENGINEER shall issue to the CONTRACTOR a written "Notice of Substantial Completion."

1.04 FINAL INSPECTION

- A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the OWNER'S representative and are operational.
 - 5. Work is completed and ready for final inspection.
- B. ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should ENGINEER consider that the Work is incomplete or defective:
 - 1. ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to ENGINEER that the Work is complete.
 - 3. ENGINEER will reinspect the Work.
- D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

1.05 REINSPECTION FEES

- A. Should ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
 - 1. OWNER will compensate ENGINEER for such additional services.
 - 2. CONTRACTOR shall submit purchase order to pay ENGINEER at ENGINEER'S standard billing rate for all costs associated with reinspection.

1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents: Conform to requirements of Section 01 78 39.
- C. Operating and Maintenance Data and Instructions to OWNER'S personnel. Section 01 92 13
- D. Warranties and Bonds: Conform to requirements of General Conditions.

- E. Evidence of Payment and Release of Liens: Conform to requirements of General and Supplemental Conditions.
- F. Consent of Surety.
- G. Certification of Labor Standards.

1.07 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions from uncorrected Work.
 - e. Deductions for liquidated damages.
 - f. Deductions for reinspection payments.
 - g. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. ENGINEER will prepare a final Change Order, reflecting approved adjustments to the Contract Sum not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION

SECTION 01 74 00

CLEANING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Execute cleaning during progress of the Work and at completion of the Work, as required by General Conditions.

1.02 RELATED WORK

- A. Conditions of the Contract
- B. Each Specification Section: Cleaning for specific products or work.

1.03 DISPOSAL REQUIREMENTS

- A. All unsuitable material, vegetation, trash, debris, etc. from the excavation shall be disposed of off-site at a location approved by the ENGINEER.
- B. The CONTRACTOR shall make his own arrangements for disposal subject to submission of proof to the ENGINEER that the OWNER(S) of the proposed site(s) have a valid fill permit issued by the appropriate governmental agency.
- C. The CONTRACTOR shall provide watertight conveyance of any liquid, semi-liquid, or saturated solids which tend to bleed or leak during transport. No liquid loss from transported materials will be permitted whether being delivered to the construction site or being hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at the selected disposal site.
- D. The CONTRACTOR shall comply with all necessary permits, licenses and authorizations regarding the removal, transport and disposal of waste as are required by all applicable Federal, State and local laws and regulations.
- E. Trash burning will not be permitted on the construction site.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations, at no additional cost to the OWNER.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 DUST CONTROL

- A. Dust shall be minimized by wetting down bare soils during windy periods, or if requested by the ENGINEER.
- B. The operation of dumping rock and of carrying rock away in trucks shall be so conducted as to cause a minimum of noise and dust.
- C. Vehicles carrying rock, concrete, or other material shall be routed over such streets as will cause the least annoyance to the public.

- D. All unpaved streets, roads, detours, or haul roads used in the construction area shall be given an approved dust-preventative treatment or periodically watered to prevent dust as directed by the ENGINEER.
- E. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- F. Schedule operations so that dust and other contaminants resulting from the cleaning process will not fall on wet or newly coated surfaces.

3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Wash and shine glazing and mirrors.
- D. Polish glossy surfaces to a clear shine.
- E. Ventilating Systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- F. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- G. Prior to final completion or OWNER occupancy, CONTRACTOR shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Maintain for the OWNER at the site one record copy of:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. ENGINEER field orders or written instructions.
 - 6. Approved shop drawings, product data and samples.
 - 7. Approved Operation and Maintenance data.
 - 8. Field test records.
 - 9. Receipts for delivery of items to OWNER.

1.02 RELATED WORK

- A. Section 01 33 00: Shop Drawings, Product Data, Samples

1.03 QUALITY ASSURANCE

- A. General: Delegate the responsibility for maintenance of record documents to one person on the CONTRACTOR'S staff who is approved in advance by the ENGINEER.
- B. Accuracy of Records: Thoroughly coordinate all changes within the record documents, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be such that future search for items shown in the contract documents may reasonably rely on information obtained from the approved record documents.
- C. Timing of Entries: Make all entries within 24 hours after receipt of information.

1.04 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in CONTRACTOR'S field office separately from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with specification format.
- C. Maintenance:
 - 1. Maintain documents in a clean, dry, legible condition and in good order.
 - 2. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by ENGINEER and OWNER.

1.05 MARKING DEVICES

- A. Provide felt-tip marking pens for recording information in a color code acceptable to ENGINEER.

1.06 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large, printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings: Legibly mark to record actual construction of:
 - 1. Depths of various elements of foundation in relation to established data.
 - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or Change Order.
 - 6. Details not on original contract Drawings.
- E. Specifications and addenda: Legibly mark each section to record:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Field Order or Change Order.

1.07 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to ENGINEER for the OWNER.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. CONTRACTOR'S name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of CONTRACTOR or his authorized representative.
- C. Record Documents shall be contained on non-rewritable optical media (Flash Drive). The files shall be in Portable Document Format (PDF).
- D. Record Documents shall contain the following:
 - 1. Project Record Drawings.
 - 2. Project submittals.
 - 3. Operational, maintenance, installation and technical data for all components and equipment installed during work, whether supplied by OWNER or supplied by CONTRACTOR.

1.08 PAYMENT

- A. Project record documents are incidental to the Work for which no separate payment will be made.
- B. No payment will be made to the CONTRACTOR on any portion of the work for which project record documents, including recording, are not complete.

END OF SECTION

SECTION 01 92 13

OPERATING AND MAINTENANCE DATA

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Compile product data and related information appropriate to CONTRACTOR'S installation and for OWNER'S maintenance and operation of products furnished under the Contract.
- B. Prepare operating and maintenance data, as specified in this Section and as referenced in other pertinent sections of Specifications.
- C. Instruct OWNER'S personnel in the maintenance of products and in the operation of equipment and systems.

1.02 RELATED WORK

- A. Section 01 33 00: Shop Drawings, Product Data, Samples

1.03 QUALITY ASSURANCE

- A. Preparation of data shall be done by personnel:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Completely familiar with requirements of this Section.
 - 3. Skilled as technical writers to the extent required to communicate essential data.
 - 4. Skilled as draftsmen competent to prepare required Drawings.
- B. Manuals for equipment and systems shall be prepared by the equipment manufacturer or system supplier.

1.04 SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by OWNER'S personnel.

- B. Format:
1. Size: 8½" x 11".
 2. Paper: 20 lb minimum, white, for typed pages.
 3. Text:
 - a. Manufacturer's printed data.
 - b. Neatly typewritten.
 4. Drawings:
 - a. Provide reinforced, punched binder tab; bind in with text.
 - b. Reduced to 8½" x 11", or 11" x 17" folded to 8½" x 11".
 - c. Where reduction is impractical, folded and placed in 8½" x 11" envelopes bound in text.
 - d. Suitably identified on Drawings and envelopes.
 5. Provide fly leaf for each separate product or each piece of operating equipment.
 - a. Provide typed description of product and major component parts of equipment.
 - b. Provide indexed tabs.
 6. Cover:
 - a. Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS".
 - b. List:
 - i. Title of Project.
 - ii. Identity of separate structure as applicable.
 - iii. Identity of general subject matter covered in manual.
 7. Assembly:
 - a. Assemble and bind material in the same order as specified in Paragraph 1.04.
 - b. Material grouped in the same manner as the applicable portions of the Contract Documents.
- C. Binders:
1. Preliminary manuals: heavy paper covers.
 2. Final manuals: commercial-quality, substantial, permanent, 3-ring or 3-post binders with durable, cleanable plastic covers of adequate size to easily contain required information.
- D. Digital Files
1. Provide 2 electronic copies of the entire Final O and M manuals on CD in Adobe Acrobat .
 2. CD permanently labeled to identify contents specific to this project.

1.05

CONTENT OF MANUALS

- A. Neatly typewritten table of contents for each volume, arranged in a systematic order.
 - 1. CONTRACTOR, name of responsible principal, address and telephone number.
 - 2. A list of each product required to be included, indexed to the content of the volume.
 - 3. List, with each product, the name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance CONTRACTOR, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 - e. Manufacturer.
 - 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

- B. Product Data:
 - 1. Include only those sheets which are pertinent to the specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete references to inapplicable information.
 - 3. Preventive maintenance information shall be given for each major component of every piece of equipment in the format included in this Section.

- C. Drawings:
 - 1. Supplement product data with Drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 - 2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Project Record Documents as maintenance drawings.

- D. Written text as required to supplement product data for the particular installation:
 - 1. Organize in a consistent format under separate headings for different procedures.
 - 2. Provide a logical sequence of instructions for each procedure.

- E. Copy of each warranty, bond and service contract issued:
 - 1. Provide information sheet for OWNER'S personnel; give:
 - a. Proper procedures in the event of failure.
 - b. Instances which might affect the validity of warranties or bonds.

- F. Provide an installation, operation and maintenance manual for each item of equipment or system listed in the schedule of manuals, in the quantity listed in the submittal schedule.
- G. Content for each unit of equipment and system, as appropriate.
1. Description of unit and component parts:
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 2. Manufacturer's complete installation instructions and recommendations.
 3. Operating procedure:
 - a. Startup, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions, as applicable.
 - d. Special operating instructions.
 4. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - e. Provide preventive maintenance information for each major component of every piece of equipment as required on the "Preventive Maintenance Information & Equipment Data Sheet" attached at the end of this Section.
 5. Servicing and lubrication schedule:
 - a. List of lubricants required.
 - b. Provide lubrication information for each major component of every piece of equipment as required on the "Preventive Maintenance Information & Equipment Data Sheet" attached at the end of this Section.
 6. Manufacturer's printed operating and maintenance instructions.
 7. Description of sequence of operation.
 8. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 9. As-installed control diagrams.
 10. Other data as required under pertinent sections of Specifications.

- H. Content, for each electric and electronic item or system, as appropriate:
 - 1. Description of system and component parts:
 - a. Function, normal operating characteristics and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 - 2. Circuit directories of panelboards:
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 - 3. As-installed color coded wiring diagrams.
 - 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.
 - 5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Adjustment and checking.
 - 6. Manufacturer's printed operating and maintenance instructions.
 - 7. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 - 8. Other data as required under pertinent sections of Specifications.

- I. Prepare and include additional data when the need for such data becomes apparent during instruction of OWNER'S personnel, or as necessary to provide complete operation and maintenance instructions.

- J. Additional requirements for operating and maintenance data: the respective sections of Specifications.

1.06 SUBMITTAL SCHEDULE

- A. Manuals for Equipment and Systems:
 - 1. Submit four preliminary copies prior to the date of shipment of the equipment or system.
 - a. ENGINEER shall review.
 - b. If acceptable:
 - i. One copy shall be returned to CONTRACTOR.
 - ii. One copy sent to ENGINEER'S resident project representative.
 - iii. Two copies retained in ENGINEER'S files.

- c. If unacceptable:
 - i. Two copies shall be returned to CONTRACTOR with ENGINEER'S comments for revision.
 - ii. Two copies retained in ENGINEER'S files.
 - iii. Resubmit four revised preliminary copies for ENGINEER'S review.
 - iv. Once the ENGINEER has determined that a manual is not acceptable, the remainder of the manual shall not be reviewed in detail.
 - d. No partial payments shall be made for equipment and systems, either on hand or installed, until preliminary manuals are submitted and acceptable to the ENGINEER.
 - e. Funding:
 - i. Agency funds may be withheld from OWNER if OWNER'S acceptable operation and maintenance manual is not submitted as required by the agencies.
 - ii. If funds are withheld and such is partially attributable to a delay by the CONTRACTOR in submitting the required operation and maintenance materials:
 - (a). OWNER may withhold payments from CONTRACTOR.
 - (b). CONTRACTOR shall not terminate or suspend work.
 - (c). No additional costs or contract time shall be claimed by CONTRACTOR if OWNER withholds payments.
2. Submit five final copies no less than 30 days prior to putting the equipment or system in service.
- a. ENGINEER shall compare with accepted preliminary manual.
 - b. If identical or otherwise acceptable:
 - i. One copy shall be returned to CONTRACTOR for project record documents.
 - ii. One copy shall be retained by ENGINEER.
 - iii. Three copies shall be held for later transmittal to OWNER.
 - c. If not acceptable:
 - i. All five copies shall be returned to CONTRACTOR for revision or retained by ENGINEER.
 - ii. The necessary revision data shall be requested from CONTRACTOR, at ENGINEER'S option.
 - d. No portion of the Work is substantially complete until final equipment and system manuals relating to that portion of the Work are accepted by ENGINEER.

- e. Submit five copies of any revisions found desirable during instruction of OWNER'S personnel, with instructions for revising copies of manual.
- 3. If CONTRACTOR requires additional copies of the operation and maintenance manuals for the CONTRACTOR'S, subcontractor's or suppliers' use, such may be submitted and shall be returned upon review by the ENGINEER.

1.07 REIMBURSEMENT FOR ENGINEER'S REVIEW COSTS

- A. For all manual reviews beyond one review of the preliminary manual and one review of final manual:
 - 1. CONTRACTOR shall submit purchase order to pay ENGINEER at ENGINEER'S standard billing rates for all costs associated with review.
 - 2. ENGINEER shall perform these unscheduled reviews in the same manner as other unscheduled work.

1.08 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct OWNER'S designated operating and maintenance personnel in the operation, adjustment and maintenance of all scheduled products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction:
 - 1. Contents of manual reviewed with OWNER'S personnel in full detail to explain all aspects of operations and maintenance.
 - 2. Training of personnel:
 - a. In the field, review operation and maintenance, in full detail with OWNER'S personnel, each scheduled system or equipment.
 - b. Training assistance shall not be considered complete until after equipment is fully operational and checked out and functioning satisfactorily.
 - c. If training is given before equipment is completely operational, representative shall have to repeat training after equipment is fully operational.
- C. Additional requirements for specialized instruction of OWNER'S personnel are given in the detailed equipment specifications.
- D. Scheduled seven days in advance in coordination with both the ENGINEER and OWNER'S operating personnel.

- E. Instruction to be performed by a qualified, experienced, regular employee of the equipment or system manufacturer, or a full time field service representative (not sales personnel) approved by the equipment or system manufacturer.
- F. If the ENGINEER judges the instruction to be incomplete, inadequate or inaccurate, additional instruction shall be scheduled and provided at no additional cost to the OWNER.

1.09

SCHEDULE

- A. Section 01 33 00: Shop Drawings, Product Data, Samples

END OF SECTION

SECTION 33 00 00

GENERAL ELECTRICAL AND UTILITY REQUIREMENTS

PART 1 GENERAL

1.1 WORK INCLUDED:

- A. Provide all items, articles, materials, equipment, operations and/or methods listed, mentioned, shown and/or scheduled on the drawings and/or in these specifications, including all labor, services, permits, fees, utility charges, and incidentals necessary and required to perform and complete the electrical work described in this Division and the Drawings. Apply for all permits early in the project to avoid problems due to code revisions.
- B. See the contract conditions (general and supplementary) and Division 1 for requirements concerning this Division including, but not limited to, submittals, shop drawings, substitution requests, change orders, maintenance manuals, record drawings, coordination, permits, record documents and guarantees.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Verify and coordinate all equipment locations and electrical characteristics with other trades involved in the work. Coordination shall be done prior to installation or ordering equipment.
- B. Section 01 33 00: Shop Drawings, Product Data, and Samples
- C. Section 01 78 39: Project Record Documents

1.3 COORDINATION:

- A. Contractor agrees that any discrepancies between the contract drawings and the contract specifications are found the higher cost option shall be used for bidding purposes and the discrepancy brought to the attention of the Engineer for clarification.
- B. Coordinate electrical connections to equipment:
 - 1. Refer to existing equipment and equipment manufacturer's shop drawings and written instructions. Provide all power and control wiring with associated raceways for complete operation.

2. Verify electrical requirements of equipment on nameplate and installation manual. Ensure that the electrical connections meet the requirements and notify Engineer of any discrepancies.
3. Meet with Owner or equipment manufacturers' representatives to coordinate equipment installation and electrical connections.

1.4 QUALITY ASSURANCE:

- A. Do all work in accordance with regulations of serving electric utility, telephone utility, cable TV utility, National Electrical Code, National Electrical Safety Code, state and local codes and amendments, National Fire Codes, and all other applicable codes.

1.5 PROJECT CONDITIONS:

- A. The Contractor shall inspect the job site prior to bidding and familiarize himself with existing conditions which will affect the work. Prior to start of work, obtain "As built", "Record", or other Drawings showing existing underground utilities from Owner.
- B. Electrical drawings are diagrammatic indicating approximate location of poles, wire, electrical/mechanical equipment, etc. Consult the Structural drawings to avoid conflicts with equipment, structural members, etc. When required, make all deviations from Drawings to make the work conform to the project as constructed, and to related work of others. Minor relocations ordered prior to installation should be made without added cost to Owner.
- C. Call to the attention of the Engineer any error, omission, conflict or discrepancy in Drawings and/or Specifications. Do not proceed with any questionable items of work until clarification of same has been made.
- D. Under no conditions are utilities, beams, girders, footings or columns to be cut for electrical items unless so shown on Drawings or written approval obtained from the Engineer.
- E. Verify the physical dimensions of each item of electrical/mechanical equipment to fit the available space and promptly notify the Engineer prior to roughing-in if conflicts appear. Coordination of equipment to the available space and to the access routes through the construction shall be the Contractor's responsibility.

1.6 SUBMITTALS AND SHOP DRAWINGS:

- A. In addition to Section 01 33 00: Shop Drawings, Product Data, and Samples, comply with the following.
- B. Prior to ordering materials and equipment, the Contractor shall provide submittals in original, searchable PDF format, bookmarked with Section#, Product Name, ID tag, etc. Scanned pages will not be acceptable. Materials and equipment of each specification section shall be complete prior to submittal. Partial submittals will be marked "Incomplete" and returned for resubmittal.
- C. List shall bear Contractor's stamp, signature or other means to show that he has inspected same and certified that submitted material is correct in regard to quantity, size, dimension, quality and is coordinated with the Contract Documents.
- D. See individual sections within this Division for products requiring submittal.
- E. Each shop drawing submittal shall be prepared by the manufacturer, and shall clearly show manufacturer's name, catalog numbers, pictures, details, layout, type, size, rating, style, and all options identified in a permanent fashion. Specific items or options shall be permanently marked on sheets containing more than one option – do not rely on the Engineer to mark options.
- F. Large equipment drawings such as transformers and similar large equipment shall include the size, weight, seismic rating, emissions data, elevation, and wiring diagrams in addition to the product data.
- G. Some sections of this Division may require shop drawings prepared on full size drawings in AutoCAD or other CAD software. Where required, contact the Engineer for the latest version of the drawings and match the size and scale of the construction drawings. Drawings delivered to the contractor from the Engineer may not include addenda changes. Contractor shall only use floor plans for purposes of the construction on this job, and not for any other use or reuse. Add any required addenda items prior to finishing submittals.
- H. Provide complete materials (all materials) list at the beginning of each tabbed section showing "Specification Section", "Material Item", "Manufacturer's Name and Catalog Number", and all pertinent data.
- I. Provide samples where required in individual sections of this Division and Drawings. Confirm with Owner for any sample requirements prior to ordering materials.
- J. Contractor agrees that Shop Drawing Submittals processed by the Engineer are not Change Orders; that the purpose of Shop Drawing Submittals by the

Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing the fabrication and installation methods he intends to use.

- K. Contractor further agrees that if deviations, discrepancies or conflicts between Shop Drawings and Specifications are discovered either prior to or after Shop Drawing Submittals are processed by the Engineer, the design Drawings and Specifications shall control and shall be followed.
- L. Delays caused by contractor's neglect to submit on materials and equipment in time for Engineer's review, correction, resubmittal(s), shipment and delivery to the jobsite shall be the responsibility of the contractor.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. All materials shall be new and bear manufacturer's name, model number, electrical characteristics and other identification. All equipment to be U.L. approved or listed by another testing agency approved by authorities having jurisdiction.
- B. Material and equipment shall be standard product of manufacturer regularly engaged in production of similar material for at least five years (unless specifically exempted) and shall be manufacturer's latest design.
- C. If the description of a product is in conflict with the product as specified in the catalog number, the description shall generally take precedence. Contact the Engineer for clarification if this occurs.
- D. All equipment shall be rated and certified for the appropriate seismic design category or seismic use group for the installed location.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION METHODS:

- A. All items, articles, materials, and equipment specified under this Division shall be installed per the manufacturer's installation instructions. Where the manufacturer's instructions are in conflict with the directions provided elsewhere in this Contract, the Engineer shall be notified prior to beginning rough-in.

- B. Cutting or notching shall be kept to an absolute minimum and done when, and in a method approved by the Engineer. Patch and correct finished surfaces damaged by electrical work.
- C. Poles and equipment shall be level and plumb and installed parallel with surfaces. All equipment and enclosures shall fit neatly without gaps, openings, or distortions.
- D. Arrange wiring as shown on the Drawings and do not alter or combine runs without the specific approval of the Engineer.
- E. In general, the mounting heights shall be as noted on the Drawings, however elevations and drawing notes take precedence. Where no heights are indicated, request clarification from the Engineer. Consult the Structural drawings to avoid conflicts prior to roughing-in and for exact locations.
- F. See drawings for minimum separations from voice and data cables. Coordinate with the voice and data installer to assure these separations are met.
- G. All floor mounted equipment shall be installed and anchored to concrete structural or housekeeping pads.

3.3 SAFETY:

- A. The Engineer has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the contractor to perform the work.

3.4 EQUIPMENT CONNECTIONS:

- A. The location and method for connecting to each item of equipment shall be verified prior to roughing-in. The voltage and phase of each item of equipment shall be checked before connecting.

3.5 PROJECT RECORD DOCUMENTS:

- A. Maintenance of Documents:
 - 1. Maintain at Jobsite, One Record Copy of: Contract Drawings, Specifications, Addenda, Reviewed Shop Drawings, Change Orders, Other Modifications to Contract and Field Test Records.

2. Keep apart from documents used for construction.
 3. Keep documents available at all times for inspection by Engineer.
 4. Refer to Section 01 78 39: Project Record Documents for more information.
- B. Recording:
1. Label each document "PROJECT RECORD."
 2. Keep record documents current. Do not permanently conceal any work until required information has been recorded.
 3. Contract Drawings, legibly mark to record actual construction; including but not limited to the following:
 - a. Depths of various elements; locations of underground items, with dimensions to surrounding structures, building walls and corners; changes of dimensions and details; changes made by Addendum, Field Orders or Change Order.
 - b. Specifications and Addenda; legibly mark each Section to record changes made by Addendum, Field Order or Change Order.
- C. As-Built Submittals:
1. At completion of project, transfer changes, addenda items, variations from drawings, exact routes of all lines, and locations of poles to clean new prints and specifications which will be supplied by the Engineer and deliver to the Engineer as "As-reported Record" drawings.
 2. Format for final as-built drawings shall be original PDF drawings, bookmarked per drawing sheet, marked up in PDF software such as Bluebeam. Scanned redline markups will not be acceptable.
- D. Operation and Maintenance Manuals
1. At completion of project, prepare Operation and Maintenance Manuals with operation and Maintenance Data, contractor's warranties, and copies of approved electrical permits. Include corrected copies of original submittals and shop drawings.
 2. Manuals shall be in original, searchable PDF format, bookmarked with Section#, Product Name, ID tag, etc. Scanned pages will not be acceptable. Materials and equipment of each specification section shall be complete prior to submittal. Partial submittals will be marked "Incomplete" and returned for resubmittal.
 3. See Division 1 for additional requirements.

3.6 WARRANTIES:

- A. Provide a minimum 1-year warranty on all electrical equipment, devices, labor, and work by Division 26/33 whether specified or not.
- B. Provide warranties greater than 1 year as specified in other sections where stated. The warranty requirement most stringent shall be used where conflicts arise.

- C. Provide copies of all warranties to the owner upon completion of the project.

3.7 COMPLETION:

- A. Complete each system as shown or specified herein and place in operation except where only roughing-in or partial systems are called for. Each system shall be tested and left in proper operation free of faults, shorts or unintentional grounds. Demonstrate system in the presence of the Engineer, the Owner or their representative when requested.

3.8 FINAL OBSERVATION:

- A. Contractor shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Contractor has inspected Project for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and Systems have been tested and are operational.
 - 5. Project is completed and ready for final inspection.
- B. Engineer will make final inspection as soon as possible after receipt of Certification.
- C. If additional inspections are required because of the Contractor's failure to complete the deficiencies and errors prior to the second inspection, costs for the successive inspections will be back-charged to the Contractor by the Owner, who, in turn, will reimburse the Engineer. Charges will be based as follows:
 - 1. Engineer time at current billing rates.
 - 2. Travel time, and all other expenses incurred in making inspections.
- D. Contractor to provide one (1) journeyman, tools, meters, instruments and other test equipment required by Engineer. Contractor to remove and replace trims, covers, fixtures, etc., for Engineer to review and test materials, systems, methods and workmanship. (Example: Removing switchboard and panel covers to take voltage/amp readings, review connections and wire size, etc.)

3.9 ADDITIONAL SPECIFICATIONS:

- A. See Drawing EG003 for additional project specifications.
- B. See Drawings EE500 series for additional material specifications.

END OF SECTION 330000



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.4

SUBJECT: Extension on Contract with Tech 45 Enterprises
DEPARTMENT: Finance
DATE SUBMITTED: December 1, 2021
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

A contract was entered into with Tech 45 Enterprises for Airport Management Services on 7/1/21 through 9/30/21. An extension was then entered into for 10/1/2021 through 12/31/21. The City posted a Request for Proposals for those services; however, canceled the RFP until further information can be gathered. Therefore, the City needs to extend services through 6/30/2022.

Recommendation:

Staff recommends approval in order to continue services at the Airport.

Attachments:

- Contract extension with Tech 45 Enterprises 1/1/2022 through 6/30/2022
- Original contract and extension with Tech 45 Enterprises 7/1/2021 through 10/31/2021

Fiscal Impact (Finance): Yes

\$21,000 plus gross receipts tax of \$1,785 for a total of \$22,785.

Legal Review (City Attorney): Yes

Legal Counsel has reviewed contract and extensions.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021

December 15, 2021

**EXTENSION OF
AIRPORT MANAGEMENT CONTRACT**

This Extension of Airport Management Contract is entered into by and between the **CITY OF TRUTH OR CONSEQUENCES**, a Municipal Corporation (hereinafter called "City") and **TECH 45 ENTERPRISES** (hereinafter called "Contractor").

RECITALS

A. The parties entered into an Airport Management Contract which sets forth a Time of Performance for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021. The parties also entered into an extended contract for an additional three (3) month period from October 1, 2021 through December 31, 2021.

B. The parties desire to extend the Airport Management Contract for one (1) additional month beyond the December 31, 2021 expiration date.

NOW THEREFORE, the do mutually agree as follows:

1. The Airport Management Contract shall be extended for one (1) month commencing on January 1, 2022 and ending on January 31, 2022.
2. The same terms and conditions as set forth in the Airport Management Contract shall remain in full force and effect during the extended term.
3. Compensation: Three thousand five hundred dollars (\$3,500) plus NMGRT.

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901

CONTRACTOR

TECH 45 ENTERPRISES

CITY MANAGER

CHAD ROSACKER

DATE

DATE

AIRPORT MANAGEMENT CONTRACT

This Agreement for services is by and between the City of Truth or Consequences (hereinafter called "City"), and TECH 45 SERVICES, LLC (hereinafter called "Contractor").

WHEREAS the City wishes to engage the Contractor to provide management services for operation of the Truth or Consequences Municipal Airport.

NOW THEREFORE the parties do mutually agree as follows:

Scope of Services: The City agrees to engage the Contractor and the Contractor hereby agrees to perform all duties and requirements as detailed in **Exhibit 1**.

Time of Performance: The contract shall be for a four (4) month period commencing on March 1, 2021 and ending on June 30, 2021 and terminated by either party with 30 day written notice.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

A. \$3,500.00 plus NMGRT per month to be paid on or before the 15th day of each month. Contractor will be required to submit monthly certifications that he fulfilled all of the necessary services described in Exhibit 1 with a monthly invoice for services rendered.

B. Sole use of the "Pippen" hangar at no charge to the Contractor during the four (4) month period. Thereafter, Contractor may rent the hangar for \$2,000.00 per year subject to the parties' right to re-negotiate these terms at any time after January 2022.

Independent Contractor: Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in its Employee Personnel Manual.

Taxes: Contractor acknowledges that he is responsible for the payment of all income taxes, gross receipt taxes and other deductions by law for any compensation received by the City.

Discrimination Prohibited: In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

ADA Requirement: In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify

and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

Reports and Information: At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered in this Agreement. (additional requirements may be added)

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Publication, Reproduction and Use of Materials: No material(s) produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

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Safety: Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

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Conflict of Interest: The Contractor warrants that he 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 by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

Assignment: Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

Amendment: This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

Entire Agreement: This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901


CITY MANAGER

CONTRACTOR

TECH 45 SERVICES, LLC


CHAD ROSACKER

EXHIBIT 1

SCOPE OF SERVICES:

- Supervises, selects, trains, directs, and evaluates department personnel; monitors all activities and operations of the department; sets goals and objectives and establishes guidelines for performance; makes recommendations for hiring and termination; prepares assignments for Airport Attendants.
- Directs and participates in the recruitment, selection, training, supervision, and development of all Airport staff, either directly or through subordinates.
- Plans, manages, and monitors the proper allocation and utilization of staff according to projected needs and directives.
- Supervises acquisition, planning, design, construction, and maintenance of airport facilities; coordinates, and shares resources with other City Departments on maintenance and special repair projects.
- Evaluates & inspects the cleanliness and effectiveness of the airport areas, facilities, and services.
- Studies local conditions, communicates with user groups, and develops immediate and long range plans to meet airport needs of all age groups.
- Responsible for following City procurement procedures when obtaining price quotes(s) as needed for requisitions, to place orders and maintain supplies and equipment, for efficient airport operations.
- Prepares and manages annual budget for the airport program functions; approves purchase of supplies and operating inventory for recreation programs; develops alternative funding sources for programs and improvements.
- Attends regular Airport Advisory Board meetings and reports recommendations and direction to the City Manager.
- Advises the City Manager of the direction of long-term strategic planning for the City Airport.
- Oversees marketing of the airport programs, including posting on the City of Truth or Consequences website.
- Researches grant opportunities and assists with grant applications for the betterment of the airport and related community facilities.
- Coordinates facilities and programs with department staff and other agencies and organizations.
- Performs public relation duties; responds to complaints; prepares news releases and information and marketing bulletins, or other publicity on airport activities; identifies and works diligently to meet the airport needs.
- Perform Economic Development to recruit business and hangar rental Property Management to ensure City/tenant relationships are maintained for the good of the City.
- Interact directly with pilots, tenants, emergency crews, and the public.
- Represents City as necessary for Airport operations.
- Performs Attendant duties as necessary.
- Fueling and minor servicing of various types of aircraft.

- Airport and aircraft services, such as: radio communications with aircraft, providing local surface weather and area traffic advisories, parking aircraft using hand signals, and logging aircraft landings.

- Sales of incidental items.

- Cash handling operations, to include credit card sales, and daily reconciliation and reporting.

- Maintain fuel logs, measure fuel tanks, test fuel for contaminants, and order fuel as needed.

- Read and communicate monthly well readings.

- Responsible for performing and ensuring all equipment, tools and machinery are in clean and safe operating condition, including having a scheduled maintenance program.

- Maintain assigned vehicle(s) by inspecting, servicing, cleaning, and general housekeeping.

- Performs minor facility and grounds maintenance.

- May be required to perform other duties outside the scope of this agreement.

- On site management will be expected on Fridays, Saturdays, and/or Sundays, a minimum of three (3) weekends per month.

- Weekly hours put into the airport are minimum twenty (20) in addition to being on call on weeknights and available at all times while tending to Tech 45 Enterprises business at the airport

- On call Monday through Thursday 4:30 p.m. through 3:00 a.m.

- Work will be a combination of on-site and remote.

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Time of Performance: The contract shall be for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021. Either party may terminate this contract at any time with a 30 day written notice to the other party.

Compensation and Method of Payment: For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

A. \$3,500.00 plus NMGRT per month to be paid on or before the 15th day of each month. Contractor will be required to submit monthly certifications that he fulfilled all of the necessary services described in Exhibit 1 with a monthly invoice for services rendered.

B. Sole use of the "Pippen" hangar at no charge to the Contractor during the three (3) month period. Thereafter, Contractor may rent the hangar for \$2,000.00 per year subject to the parties' right to re-negotiate these terms at any time after September 30, 2021.

Independent Contractor: Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that he is not entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City as described in its Employee Personnel Manual.

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CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901


CITY MANAGER

CONTRACTOR

TECH 45 SERVICES, LLC

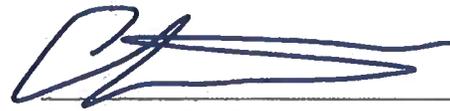

CHAD ROSACKER

EXHIBIT 1

SCOPE OF SERVICES:

- Supervises, selects, trains, directs, and evaluates department personnel; monitors all activities and operations of the department; sets goals and objectives and establishes guidelines for performance; makes recommendations for hiring and termination; prepares assignments for Airport Attendants.
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- Advises the City Manager of the direction of long-term strategic planning for the City Airport.
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 - On call Monday through Thursday 4:30 p.m. through 3:00 a.m.
 - Work will be a combination of on-site and remote.

September 22, 2021

**EXTENSION OF
AIRPORT MANAGEMENT CONTRACT**

This Extension of Airport Management Contract is entered into by and between the **CITY OF TRUTH OR CONSEQUENCES**, a Municipal Corporation (hereinafter called "City") and **TECH 45 SERVICES, LLC** (hereinafter called "Contractor").

RECITALS

A. The parties entered into an Airport Management Contract which sets forth a Time of Performance for a three (3) month period commencing on July 1, 2021 and ending on September 30, 2021.

B. The parties desire to extend the Airport Management Contract for an additional three (3) month period beyond the September 30, 2021 expiration date.

NOW THEREFORE, the do mutually agree as follows:

1. The Airport Management Contract shall be extended for an additional three (3) month period commencing on October 1, 2021 and ending on December 31, 2021.

2. The same terms and conditions as set forth in the Airport Management Contract shall remain in full force and effect during the extended term.

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street
Truth or Consequences, NM 87901


CITY MANAGER

CONTRACTOR

TECH 45 SERVICES, LLC


CHAD ROSACKER

AIRPORT MANAGEMENT CONTRACT

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Compensation and Method of Payment: For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

A. \$3,500.00 plus NMGRT per month to be paid on or before the 15th day of each month. Contractor will be required to submit monthly certifications that he fulfilled all of the necessary services described in Exhibit 1 with a monthly invoice for services rendered.

B. Sole use of the "Pippen" hangar at no charge to the Contractor during the three (3) month period. Thereafter, Contractor may rent the hangar for \$2,000.00 per year subject to the parties' right to re-negotiate these terms at any time after September 30, 2021.

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CONTRACTOR

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CHAD ROSACKER

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.5

SUBJECT: Approval of Contract Extension with Integrated Technologies Group

DEPARTMENT: Finance Department

DATE SUBMITTED: December 2, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: The original extended contracts with Integrated Technologies Group were from 7/1/2021 through 9/30/2021 and 10/1/21 through 12/31/2021. This is to extend the contract from 1/1/2022 through 6/30/2022. A Request for Proposals for Integrated Technology Support Services was issued. However, only two responses were received. The City rejected those responses due to concerns over budget and lack of on-site services. The City intends to issue another RFP in the future.

Recommendation:

Approval of Contract with Integrated Technologies Group 1/1/2022 through 6/30/2022

Attachments:

- Contract with Integrated Technologies
-

Fiscal Impact (Finance): Yes

Total cost of this contract is \$27,499.98 plus gross receipt tax of \$2,337.495 for a total of \$29,837.47

7/1/2021 – 9/30/2021 contract \$13,750

10/1/2021 – 12/31/2021 contract \$13,750

Total of all 3 contracts \$54,999.98 (Small purchase for professional services)

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agenda 12-9-2021

CITY OF TURTH OR CONSEQUENCES
CONTRACT FOR SERVICES
Amendment #5

This amendment is to extend the services as stated in the Contract for Services dated August 28, 2018 between the City of Truth or Consequences, (hereinafter referred to as the "City") and **Integrated Technologies Group, LLC** (hereinafter referred to as the "Contractor")

By virtue of the extension of Amendment #2, the parties agreed to extend the August 28, 2018 contract through September 30, 2021.

The parties had further agreed to extend the contract to begin October 1, 2021 and end December 31, 2021 for a total period of three (3) months.

The parties further agree to extend the contract to begin January 1, 2022 and end on June 30, 2022 for a total period of six (6) months. The City hereby notifies the Contractor that this agreement will terminate on June 30, 2022 without further written notice. The City reserves the right to end the contract and this Amendment #5 with 30 days written notice.

The contractor agrees to be on site in Truth or Consequences a minimum of once a week. The scheduled day will be on Thursdays from 9:00 am until 4:00 pm unless other notice is given. The Contractor may notify the City Manager's Administrative Assistant or the Finance Officer if the schedule needs to be changed.

The City shall pay to the Contractor twenty seven thousand four hundred ninety nine dollars and ninety eight cents (**\$27,499.98**) plus Gross Receipts Tax, for services satisfactorily performed, to be invoiced in equal monthly amounts of four thousand, five hundred eighty three dollars and thirty three cents (**\$4,583.33**), plus gross receipts tax after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (**\$85.00**) per hour plus Gross Receipts Tax (GRT) on a separate purchase order.

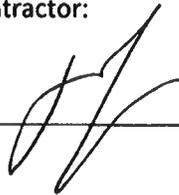
Both Parties agree to adhere to all other terms and conditions as set forth in the August 28, 2018 Contract (attached).

City:

Bruce Swingle, City Manager

Date

Contractor:



Date

12/1/2021

CITY OF TURTH OR CONSEQUENCES
CONTRACT FOR SERVICES
Amendment #4

This amendment is to extend the services as stated in the Contract for Services dated August 28, 2018 between the City of Truth or Consequences, (hereinafter referred to as the "City") and Integrated Technologies Group, LLC (hereinafter referred to as the "Contractor")

By virtue of the extension of Amendment #2, the parties agreed to extend the August 28, 2018 contract through September 30, 2021.

The parties further agree to extend the contract to begin October 1, 2021 and end December 31, 2021 for a total period of three (3) months. The City hereby notifies the Contractor that this agreement will terminate on December 31, 2021 without further written notice. The City reserves the right to end the contract and this Amendment #4 with 30 days written notice.

The contractor agrees to be on site in Truth or Consequences a minimum of once a week. The scheduled day will be on Thursdays from 9:00 am until 4:00 pm unless other notice is given. The Contractor may notify the City Manager's Administrative Assistant or the Finance Officer if the schedule needs to be changed.

The City shall pay to the Contractor thirteen thousand, seven hundred fifty dollars and zero cents (\$13,750.00), plus Gross Receipts Tax, for services satisfactorily performed, to be invoiced in equal monthly amounts of four thousand, five hundred eighty three dollars and thirty three cents (**\$4,583.33**), plus gross receipts tax after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (**\$85.00**) per hour plus Gross Receipts Tax (GRT) on a separate purchase order.

Both Parties agree to adhere to all other terms and conditions as set forth in the August 28, 2018 Contract (attached).

City:



Bruce Swingle, City Manager

09/23/21

Date

Contractor:



Joseph C. Frank

9/23/21

Date

**CITY OF TRUTH OR CONSEQUENCES
CONTRACT FOR SERVICES
Amendment #3**

This amendment is to extend the services as stated in the Contract for Services dated August 28, 2018 between the City of Truth or Consequences, (hereinafter referred to as the "City") and Integrated Technologies Group, LLC (hereinafter referred to as the "Contractor")

By virtue of the extension of Amendment #2, the parties agreed to extend the August 28, 2018 contract through June 30, 2021.

The parties further agree to extend the contract to begin July 1, 2021 and end September 30, 2021 for a total period of three (3) months. The City hereby notifies the Contractor that this agreement will terminate on September 30, 2021 without further written notice. The City reserves the right to end the contract and this Amendment #3 with 30 days written notice.

The contractor agrees to be on site in Truth or Consequences a minimum of once a week. The scheduled day will be on Thursdays from 9:00 am until 4:00 pm unless other notice is given. The Contractor may notify the City Manager's Administrative Assistant or the Finance Officer if the schedule needs to be changed.

The City shall pay to the Contractor thirteen thousand, seven hundred fifty dollars and zero cents (\$13,750.00), plus Gross Receipts Tax, for services satisfactorily performed, to be invoiced in equal monthly amounts of four thousand, five hundred eighty three dollars and thirty three cents (\$4,583.33), plus gross receipts tax after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (\$85.00) per hour plus Gross Receipts Tax (GRT) on a separate purchase order.

Both Parties agree to adhere to all other terms and conditions as set forth in the August 28, 2020 Contract (attached).

City:

Contractor:



Bruce Swingle, City Manager



06/24/21

Date

7/6/21

Date

City of Truth or Consequences

CONTRACT FOR SERVICES

This Agreement for services is made and entered into by and between the **City of Truth or Consequences** (hereinafter referred to as the "City") and **Integrated Technologies Group, LLC**,

WHEREAS the City wishes to engage the Contractor to provide information technology services.

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

The Contractor hereby agrees to perform the Scope of Work detailed in Exhibit A (attached) and incorporated herein by reference.

2. COMPENSATION

A. The City shall pay to the Contractor Fifty-five thousand dollars (\$55,000) annually for services satisfactorily performed, to be invoiced in equal monthly amounts of Four thousand, Five hundred Eighty-Three dollars and Thirty-three cents (\$4,583.33), after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (\$85.00) per hour plus GRT.

B. Invoices should be submitted monthly, and payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. The final invoice of the Fiscal Year **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour ($\frac{1}{4}$) basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

City of Truth or Consequences

CONTRACT FOR SERVICES

TERM

This agreement is for twelve (12) months from the date of approval by the City of Truth or Consequences City Manager. This Contract will be issued with the understanding that the City will be issuing a formal solicitation for IT services and should Contractor decided not to participate in the solicitation, they are to assist the new selected vendor with the transition per requests and at their present rates and fees.

3. TERMINATION

A. Termination: This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **This provision is not exclusive and does not waive the City's other legal rights and remedies caused by the Contractor's default/breach of this agreement.**

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commission, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City of Truth or Consequences 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

City of Truth or Consequences

CONTRACT FOR SERVICES

any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

7. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

8. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. 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.

10. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

11. CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

City of Truth or Consequences

CONTRACT FOR SERVICES

2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(8) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and;

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and 8 of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement, or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

12. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. MERGER

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such Agreements, covenants, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

City of Truth or Consequences

CONTRACT FOR SERVICES

14. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal, state, and City laws, and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. APPLICABLE LAW

In any action, suit, or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. DISCLAIMER AND HOLD HARMLESS

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

City of Truth or Consequences

CONTRACT FOR SERVICES

20. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the by certified mail.

21. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract

24. APPROVAL OF CONTRACTOR PERSONNEL

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at anytime.

25. SURVIVAL

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

City of Truth or Consequences

CONTRACT FOR SERVICES

26. SUCCESSION

This agreement shall extend to and be binding upon the successors and assigns of the parties.

27. FORCE MAIEURE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

28. NOTICE TO PROCEED

It is expressly understood that this Agreement is not binding upon the City until it is executed by the City of Truth or Consequences City Commission after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. ATTORNEY'S FEES

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

30. COOPERATION

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

A. The contractor shall defend, at its own expense, the City against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide the procuring agency of the City the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as

City of Truth or Consequences

CONTRACT FOR SERVICES

to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

C. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

32. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

City of Truth or Consequences

CONTRACT FOR SERVICES

NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To The City of Truth or Consequences:

Renee Cantin, Interim City Manager
505 Sims Street
Truth or Consequences, NM 87901
575-894-6673

To the Contractor:

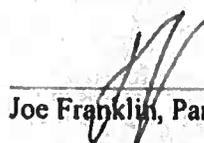
Integrated Technologies Group, LLC
106 N. California Street
Socorro, NM 87801
575-835-2743

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed below:

City:

Contractor:


Renee Cantin, Interim City Manager


Joe Franklin, Partner

8/29/2018
Date

9/4/18
Date

Attest:

_____ Date



Integrated Technologies Group, LLC
106 N. California St, PO Box 1082
Socorro, NM 87801
Ph: 575.835.2743 E-Mail: support@ltechnm.com

City of Truth or Consequences IT Support Services Agreement Proposal

Integrated Technologies Group, LLC proposes the following IT support agreement terms to the City of Truth or Consequences.

Scope of Work

Scope of work and services provided under this agreement consist of the following:

- **Maintenance & Support of Network Infrastructure**
 - Configuration and necessary updates of device firmware for existing network firewalls, switches, and other equipment necessary for network communications.
- **Maintenance & Support of Servers and Backups**
 - Configuration, support and necessary updates for existing servers to provide core functions and data storage.
 - Monitoring and configuration of existing backup solutions.
- **End User Workstation Support**
 - Provide technical support for end user workstations and related software and peripherals
 - Includes once per week onsite service, to provide in person technical support for end users and network equipment. Day and time will be scheduled with approval of City personnel.
 - Remote technical support available during normal business hours, 9am to 5pm, excluding national holidays. Remote support can be provided over the phone and via remote desktop access services.

Includes working with third party vendors for support and installation (Tyler, TDS, etc) but we do not warranty third party supplied equipment, services, and software such as those provided by the ISP or phone service vendors for bugs, OS compatibility, etc. The City is responsible for all third-party licensing and support fees from other vendors (Tyler, antivirus license, etc).

Support agreement does not include replacement parts/hardware, installation of new equipment, or major re-design or re-configuration of network infrastructure/servers, or large-scale software deployments. Such services will be quoted and, with approval, billed for parts and labor at the rate agreed below. Newly installed equipment (PCs, servers, etc) will be covered under this support agreement after installation.



Integrated Technologies Group, LLC
106 N. California St, PO Box 1082
Socorro, NM 87801
Ph: 575.835.2743 E-Mail: support@itechnm.com

Compensation

The amount payable under this support agreement, excluding gross receipts tax, is \$55,000 annually, to be billed in equal monthly installments of \$4,583.33.

Services outside the scope of work for this agreement will be billed at our standard hourly labor rate of \$85/hour. All billable work outside the agreement will be approved before labor is performed. If additional onsite service is required or requested beyond the included once per week onsite visit, there will be a trip fee of \$163.54, with approval from authorized personnel.

If emergency services outside of normal business hours are required, authorized personnel may request emergency services via a provided phone number. Outside of hours emergency services will be charged \$170 per incident and an additional \$163.54 if onsite service is required.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #:

SUBJECT: Approval of Contract Extension with Integrated Technologies Group

DEPARTMENT: Finance Department

DATE SUBMITTED: September 15, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Original extended contract with Integrated Technologies Group was from 7/1/2021 through 9/30/2021. This is to extended technology services from 10/1/21 through 12/31/2021.

Recommendation:

Approval of Contract with Integrated Technologies Group 10/1/21 through 12/31/2021

Attachments:

[Click here to enter text.](#)

- Contract with Integrated Technologies
-

Fiscal Impact (Finance): Yes

Total cost of the contract is \$13,750 plus gross receipt tax of \$1,168.75 for a total of \$14,918.75

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: [Click here to enter text.](#)

City of Truth or Consequences

CONTRACT FOR SERVICES

This Agreement for services is made and entered into by and between the **City of Truth or Consequences** (hereinafter referred to as the "City") and **Integrated Technologies Group, LLC**,

WHEREAS the City wishes to engage the Contractor to provide information technology services.

NOW THEREFORE the parties do mutually agree as follows:

1. SCOPE OF WORK

The Contractor hereby agrees to perform the Scope of Work detailed in Exhibit A (attached) and incorporated herein by reference.

2. COMPENSATION

A. The City shall pay to the Contractor Fifty-five thousand dollars (\$55,000) annually for services satisfactorily performed, to be invoiced in equal monthly amounts of Four thousand, Five hundred Eighty-Three dollars and Thirty-three cents (\$4,583.33), after performance of the services. Services outside the scope of work will be billed an additional Eighty-Five dollars (\$85.00) per hour plus GRT.

B. Invoices should be submitted monthly, and payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. The final invoice of the Fiscal Year **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed, specified on a minimum of a quarter hour ($\frac{1}{4}$) basis, and expenses incurred. If the City finds that the services are not acceptable, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

City of Truth or Consequences

CONTRACT FOR SERVICES

TERM

This agreement is for twelve (12) months from the date of approval by the City of Truth or Consequences City Manager. This Contract will be issued with the understanding that the City will be issuing a formal solicitation for IT services and should Contractor decided not to participate in the solicitation, they are to assist the new selected vendor with the transition per requests and at their present rates and fees.

3. TERMINATION

A. Termination: This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement, or other crime due to misuse of government funds or due to the Appropriations paragraph herein. **This provision is not exclusive and does not waive the City's other legal rights and remedies caused by the Contractor's default/breach of this agreement.**

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Board of City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commission, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City of Truth or Consequences 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

City of Truth or Consequences

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any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

7. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

8. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or Consequences from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. 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.

10. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

11. CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

City of Truth or Consequences

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2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(8) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and:

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and 8 of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement, or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

12. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. MERGER

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such Agreements, covenants, and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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14. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal, state, and City laws, and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. APPLICABLE LAW

In any action, suit, or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Sierra City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS COMPENSATION

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

18. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

19. DISCLAIMER AND HOLD HARMLESS

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Sierra City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

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20. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees, and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit, or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the by certified mail.

21. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract

24. APPROVAL OF CONTRACTOR PERSONNEL

Personnel proposed in the Contractor's written proposal to the City are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the City. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the City shall retain the right to request the removal of any of the Contractor's personnel at anytime.

25. SURVIVAL

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

City of Truth or Consequences

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26. SUCCESSION

This agreement shall extend to and be binding upon the successors and assigns of the parties.

27. FORCE MAIEURE

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

28. NOTICE TO PROCEED

It is expressly understood that this Agreement is not binding upon the City until it is executed by the City of Truth or Consequences City Commission after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. ATTORNEY'S FEES

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

30. COOPERATION

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INDEMNIFICATION

A. The contractor shall defend, at its own expense, the City against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the City for all costs, attorneys' fees, and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

- 1) give the contractor prompt written notice of any claim;
- 2) allow the contractor to control the defense or settlement of the claim; and
- 3) cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- 1) provide the procuring agency of the City the right to continue using the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as

City of Truth or Consequences

CONTRACT FOR SERVICES

to any product or service modified by the procuring agency of the City to the extent such modification is the cause of the claim.

C. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12 (B).

32. AMENDMENT

Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

City of Truth or Consequences

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NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To The City of Truth or Consequences:

Renee Cantin, Interim City Manager
505 Sims Street
Truth or Consequences, NM 87901
575-894-6673

To the Contractor:

Integrated Technologies Group, LLC
106 N. California Street
Socorro, NM 87801
575-835-2743

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed below:

City:

Contractor:

Renee J. Cantin signature
Renee Cantin, Interim City Manager

Joe Franklin signature
Joe Franklin, Partner

8/29/2018
Date

9/4/18
Date

Attest:

Date



Integrated Technologies Group, LLC
106 N. California St, PO Box 1082
Socorro, NM 87801
Ph: 575.835.2743 E-Mail: support@itechnm.com

City of Truth or Consequences IT Support Services Agreement Proposal

Integrated Technologies Group, LLC proposes the following IT support agreement terms to the City of Truth or Consequences.

Scope of Work

Scope of work and services provided under this agreement consist of the following:

- **Maintenance & Support of Network Infrastructure**
 - Configuration and necessary updates of device firmware for existing network firewalls, switches, and other equipment necessary for network communications.
- **Maintenance & Support of Servers and Backups**
 - Configuration, support and necessary updates for existing servers to provide core functions and data storage.
 - Monitoring and configuration of existing backup solutions.
- **End User Workstation Support**
 - Provide technical support for end user workstations and related software and peripherals
 - Includes once per week onsite service, to provide in person technical support for end users and network equipment. Day and time will be scheduled with approval of City personnel.
 - Remote technical support available during normal business hours, 9am to 5pm, excluding national holidays. Remote support can be provided over the phone and via remote desktop access services.

Includes working with third party vendors for support and installation (Tyler, TDS, etc) but we do not warranty third party supplied equipment, services, and software such as those provided by the ISP or phone service vendors for bugs, OS compatibility, etc. The City is responsible for all third-party licensing and support fees from other vendors (Tyler, antivirus license, etc).

Support agreement does not include replacement parts/hardware, installation of new equipment, or major re-design or re-configuration of network infrastructure/servers, or large-scale software deployments. Such services will be quoted and, with approval, billed for parts and labor at the rate agreed below. Newly installed equipment (PCs, servers, etc) will be covered under this support agreement after installation.



Integrated Technologies Group, LLC
106 N. California St, PO Box 1082
Socorro, NM 87801
Ph: 575.835.2743 E-Mail: support@itechnm.com

Compensation

The amount payable under this support agreement, excluding gross receipts tax, is \$55,000 annually, to be billed in equal monthly installments of \$4,583.33.

Services outside the scope of work for this agreement will be billed at our standard hourly labor rate of \$85/hour. All billable work outside the agreement will be approved before labor is performed. If additional onsite service is required or requested beyond the included once per week onsite visit, there will be a trip fee of \$163.54, with approval from authorized personnel.

If emergency services outside of normal business hours are required, authorized personnel may request emergency services via a provided phone number. Outside of hours emergency services will be charged \$170 per incident and an additional \$163.54 if onsite service is required.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.6

SUBJECT: Approval of Contract with Sunny 505
DEPARTMENT: Finance Department
DATE SUBMITTED: December 9, 2021
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Sunny 505 provides account management and graphic design to the City among other services. The contractor also attends quarterly meetings on behalf of the City for the NM Tourism Department Cooperative Advertising Grant.

Recommendation:

Approval of Contract with Sunny 505 9-1-21 through 6-30-22

Attachments:

[Click here to enter text.](#)

- Contract with Sunny 505

Fiscal Impact (Finance): Yes

Total cost of this contract is \$23,323.61 plus gross receipt tax of \$1,676.39 for a total of \$25,000 (Small purchase for professional services)

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 12-15-2015



CITY OF TRUTH OR CONSEQUENCES

2020-2021

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences**, State of New Mexico, hereinafter referred to as the "City" and **Sunny 505**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] Twenty Three Thousand Three Hundred Twenty Three dollars and sixty one cents (\$23,323.61) per year plus gross receipts tax in the amount of One Thousand Six Hundred Seventy Six dollars and Thirty Nine cents (\$1,676.39). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,676.39) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$25,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. Term.

This Agreement shall begin September 1, 2021 and terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. Provided, however that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of government funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further

obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or

Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to

the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Bruce Swingle, City Manager
 505 Sims Street
 Truth or Consequences, NM 87901

To the Contractor: Sunny 505
 119 Dartmouth
 Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: _____
Joan Griffin
119 Dartmouth
Albuquerque, NM 87106

Date: _____

Date: _____

By: _____
Bruce Swingle, City Manager
Address: 505 Sims St., Truth or Consequences, NM 87901

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin in September 1, 2021 or upon receiving all required Truth or Consequences City approvals. The contract may be extended for up to four (4) one year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the Village of Williamsburg are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. Total monies appropriated for this RFP is as follows:

Sierra County	\$10,000.00
City of Truth or Consequences	\$25,000.00
Total Available Funds	\$35,000.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan’s primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable. The approximate percentages are as follows:

City of Truth or Consequences	72%
Sierra County	28%

New Mexico Gross Receipts Tax for the City of Bernalillo Albuquerque shall be added in the amount of 7.1875% (or the current rate) to each invoice.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.7

SUBJECT: Approval of Purchase Requisitions Over \$20,000

DEPARTMENT: Finance

DATE SUBMITTED: December 8, 2021

SUBMITTED BY: Donna R Gardner, Chief Procurement Officer

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Chief Procurement Officer /Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions \$421,696.45

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021



REQUISITION

Requisition #: 86615

Date: 12/01/2021

Vendor #: 2176

ISSUED TO: PETE'S EQUIPMENT, INC.
1412 BROADWAY NE
ALBUQUERQUE, NM 87102

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1 FREIGHTLINER M2 PUMPER FIRE TRUCK		268,724.00	209-1603-80810	268,724.00
2	1 350 HP ENGINE		1,448.00	209-1603-80810	1,448.00
3	1 DRIVER SIDE 42"X42" COMP. & 56" COM		14,925.00	209-1603-80810	14,925.00
4	1 FULL HEIGHT REAR COMP.		1,757.00	209-1603-80810	1,757.00
5	1 OFFICER HALF SIDE BODY W/ 42"X42" C		7,465.00	209-1603-80810	7,465.00
6	1 DOOR ROLL UP TALL W/ SATIN FINISH R		1,703.00	209-1603-80810	1,703.00
7	1 SINGLE DIAMOND PLATE COVER FOR CR		854.00	209-1603-80810	854.00
8	1 2.5" LEFT INTAKE AKRON MANUAL VALVE		1,593.00	209-1603-80810	1,593.00
9	1 2.5" RIGHT INTAKE AKRON MANUAL VAL		1,593.00	209-1603-80810	1,593.00
10	1 2.5" LEFT REAR INTAKE AKRON MANUAL		2,570.00	209-1603-80810	2,570.00
11	1 20 GALLON INTEGRAL FOAM TANK FOR F		1,496.00	209-1603-80810	1,496.00
12	1 1600 HYPRO/FOAM PRO FOAM SYSTEM		12,180.00	209-1603-80810	12,180.00
13	1 HALE EZ-FILL FOAM TANK REFILL SYSTEI		4,000.00	209-1603-80810	4,000.00
14	2 SCBA BOTTLE STORAGE		1,063.00	209-1603-80810	2,126.00
15	1 DOUBLE HARD SUCTION STORAGE RACK		1,087.00	209-1603-80810	1,087.00
16	1 HARD SUCTION STORAGE RACK OFFICEF		573.00	209-1603-80810	573.00
17	6 ADJUSTABLE SHELF FOR NON-TRANSVEF		305.00	209-1603-80810	1,830.00
18	1 LIGHT BAR FEDERAL SIGNAL SIGNAL MA		2,333.00	209-1603-80810	2,333.00
19	1 FEDERAL SIGNAL BACK-UP CAMERA		993.00	209-1603-80810	993.00
20	1 LIGHT WHELEN PIONEER MODEL PFP2 1;		4,302.00	209-1603-80810	4,302.00
21	1 HINGED DIAMOND PLATE LID FOR CENTI		440.00	209-1603-80810	440.00
22	1 BUMPER TRAY CENTER OF BUMPER W/ S		789.00	209-1603-80810	789.00
23	1 BUMPER 12" HIGH SWEEP BACK STAINLI		2,089.00	209-1603-80810	2,089.00
24	1 20" FRONT BUMPER GRAVEL SHIELD EXT		710.00	209-1603-80810	710.00
25	1 RADIO AM/FM CD W/ WEATHER BAND LC		1,152.00	209-1603-80810	1,152.00
26	1 ANTENNA BASE TESSCO P/N 90942 ON C		135.00	209-1603-80810	135.00
27	1 AUTO EJECT RECEPTACLE INLET 15 AMP		744.00	209-1603-80810	744.00
28	1 AIR COMPRESSOR KUSSMAUL MODEL 09		1,396.00	209-1603-80810	1,396.00
29	1 24' EXTENSION LADDER ALCO-LITE		1,523.00	209-1603-80810	1,523.00
30	1 14' ROOF LADDER ALCO-LITE		748.00	209-1603-80810	748.00
31	1 10' FOLDING ATTIC LADDER ALCO-LITE		444.00	209-1603-80810	444.00
32	1 32" WHEEL CHOCKS W/ BRACKETS NFPA		796.00	209-1603-80810	796.00
33	2 6"X10' HARD SUCTION HOSE		1,796.00	209-1603-80810	3,592.00

PO Description: FREIGHTLINER M2 PUMPER FIRE TRUCK

Detailed Description:

HGACBUY CONTRACT NO. FS12-19

HOLD FOR COMMISSION APPROVAL 12-15-2021

SUBTOTAL:	369,328.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	369,328.00

Authorized By: _____



REQUISITION

Requisition #: 86615

Date: 12/01/2021

Vendor #: 2176

ISSUED TO: PETE'S EQUIPMENT, INC.
1412 BROADWAY NE
ALBUQUERQUE, NM 87102

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
34	1 CHROME BARREL STRAINER 6"		589.00	209-1603-80810	589.00
35	1 8' PIKE POLE FIBERGLASS		279.00	209-1603-80810	279.00
36	1 10' PIKE POLE FIBERGLASS		305.00	209-1603-80810	305.00
37	1 (1050-0029) CVRS REAL WHEEL FRT/RR		2,997.00	209-1603-80810	2,997.00
38	1 (4010-0178) 1030 GALLON TANK UPGRA		11,553.00	209-1603-80810	11,553.00
39	1 (4417-00450) MONITOR ELKHART 8297-		4,978.00	209-1603-80810	4,978.00
40	1 INSPECTION TRIP TO FACTORY W/ 1 PER		4,000.00	209-1603-80810	4,000.00
41	1 DRIVE AWAY/DELIVERY FROM FACTORY		3,200.00	209-1603-80810	3,200.00
42	0 H-GAC ADMINISTRATIVE FEE		0.00	209-1603-80810	2,000.00
43	0 PETE'S EQUIPMENT DISCOUNT		0.00	209-1603-80810	-8,683.00

PO Description: FREIGHTLINER M2 PUMPER FIRE TRUCK

Detailed Description:

HGACBUY CONTRACT NO. FS12-19

HOLD FOR COMMISSION APPROVAL 12-15-2021

Authorized By: _____

SUBTOTAL:	369,328.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	369,328.00

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council of Governments (H-GAC), E-One, Inc. (Contractor) and Pete's Equipment Repair, Inc. (Assignee).

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as FS12-19, with H-GAC for the sale of Fire Service Apparatus (All Types) to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor assigns the performance of its obligations under the Contract to Assignee for cooperative purchasing business in specific areas (per attached Information Sheet); and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Contractor will continue as originally contracted with H-GAC; and

NOW THEREFORE, Assignee agrees to accept this assignment, and H-GAC concurs.

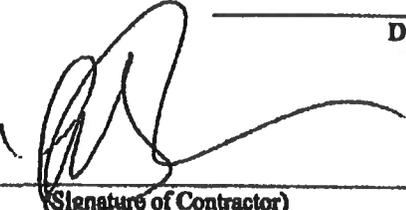
Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC. All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council: 

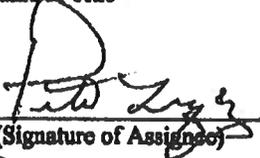
Chuck Wemple, Executive Director
5/7/2020

Date

Signed for E-One, Inc.
Ocala, Florida: 

(Signature of Contractor) Date: 05/05/2020
LA DANIELS JR - DIR SALES

Printed Name & Title

Signed for Pete's Equipment Repair, Inc.
Albuquerque, New Mexico: 

(Signature of Assignee) Date: 5/5/2020
Pete L. Martinez President

Printed Name & Title

Pete's Equipment Repair, Inc.



Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

November 10, 2021

Chief Paul Tooley
Truth or Consequences Fire Dept.
505 Sims St.
Truth or Consequences New Mexico 87901

Chief Tooley,

We are pleased to offer you an E-One Pumper custom built to your specifications on our HGAC Contract FS12-19 JC01. We have worked hard to provide you everything you have requested, and we have even been able to pass along some additional savings of **\$8683.00** below HGAC pricing. The price for this unit delivered to you is **\$369,328.00**. This includes a factory final inspection for you and your sales representative, loose goods including:

- 24' Alco-Lite extension ladder
- 14' Alco Lite roof ladder
- 10' Alco-Lite attic ladder
- 32" wheel chocks with brackets
- (2) 6"x10' Hard Suction
- 6" Barrel Strainer
- 8' Pike Pole
- 10' Pike Pole

This includes shipping from Ocala Fl. to your location, familiarization training and a pre-delivery inspection at our facility. We also will pay the \$2,000.00 HGAC fee for you directly to HGAC. We know you have choices when it comes to your apparatus choices, and we feel proud to have earned your trust and return business. We appreciate the work you have put into this project and look forward to a long and continued relationship with truth or Consequences Fire Department.

Respectfully,

Pete Marquez Sr.
Owner Pete's Equipment Repair



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES only

Contract No.:

FS12-19

Date Prepared:

11/10/2021

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	Truth or Consequences Fire Department	Contractor:	Pete's Equipment Repair
Contact Person:	Chief Paul Tooley	Prepared By:	Vince Lawing
Phone:	575-740-1640	Phone:	505-242-6969
Fax:		Fax:	
Email:	chief@torcfire.com	Email:	vlawing@petesequip.com

Product Code:	JC01	Description:	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module.
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 268724

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached	80559		
		Subtotal From Additional Sheet(s):	
		Subtotal B: 80559	

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Attached	26728		
		Subtotal From Additional Sheet(s):	
		Subtotal C: 26728	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 8%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C) 376011

Quantity Ordered: 1 X Subtotal of A + B + C + D: 376011 = **Subtotal D:** 376011

E. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal E:** 2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Additional Pete's Equipment Discount	-8683		
		Subtotal F: -8683	

Delivery Date: 19 months from PO **G. Total Purchase Price (D+E+F):** 369328

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module.

Number of Units:One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No.FS12-19 JC01	(per single unit)	\$ 268,724.00
B.	Published Options added to Base Bid.....	(per single unit).....	\$ 80,559.00
C. PER UNIT SUB TOTAL:		\$ 349,283.00

Change Order Provisions (if applicable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	\$ 26,728.00	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	\$ -	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25%)	(Change order 8%)	\$ 26,728.00
G.	Order total without H-GAC fee forOne (1) units	SUB TOTAL:	\$ 376,011.00
H.	H-GAC Administrative Fee (from Fee Schedules).....		\$2,000.00
I.	Additional Discounts.....		\$ (8,683.00)
<hr/>			
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		\$ 369,328.00

K. COMMENTS AND NOTES: Additional Pete's Equipment discount of \$8,683.00

Information Sheet

Assignee:

Pete's Equipment Repair, Inc.

Contact Person:

Name: Pete Marquez Sr.

Title: President

TEL: 505-242-6969

FAX: 505-242-4156

Email: pmarquez@petesequip.com

Address:

1412 Broadway Blvd. NE
Albuquerque, NM 87102

Territory:

New Mexico



REQUISITION

Requisition #: 86628

Date: 12/02/2021

Vendor #: 8325

ISSUED TO: INTEGRATED TECHNOLOGIES GROU
P.O.BOX 1082
SOCORRO, NM 87801-

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 IT SERVICES JANUARY 1 THROUGH JUNE		0.00	101-1018-48598	5,967.50
2	0 IT SERVICES JANUARY 1 THROUGH JUNE		0.00	503-3702-48598	5,967.50
3	0 IT SERVICES JANUARY 1 THROUGH JUNE		0.00	504-3803-48598	5,967.50
4	0 IT SERVICES JANUARY 1 THROUGH JUNE		0.00	505-3904-48598	5,967.48
5	0 IT SERVICES JANUARY 1 THROUGH JUNE		0.00	506-4005-48598	5,967.49

PO Description: IT SERVICES JANUARY 1 THROUGH JUNE 30, 2022

Detailed Description:

IT SERVICES JANUARY 1, 2022 THROUGH JUNE 30, 2022
PER CONTRACT

PENDING COMMISSION APPROVAL 12-15-2021

SUBTOTAL:	29,837.47
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	29,837.47

Authorized By: _____



REQUISITION

Requisition #: 86658

Date: 12/09/2021

Vendor #: 7376

ISSUED TO: SUNNY 505
119 DARTMOUTH DR. SE
ALBUQUERQUE, NM 87106

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 GRANT MANAGEMENT (NM TOURISM COI		0.00 214-2503-47597	20,000.00
2	0 ACCOUNT MANAGEMENT		0.00 214-2503-48599	5,000.00
3	0 AMOUNT PAID AS OF 12/09/21		0.00 214-2503-47597	-2,469.02

PO Description: OPEN PO FOR ACCOUNT AND GRANT MANAGEMENT

Detailed Description:

FY 21/22 COOP GRANT
FY 21/22 ACCOUNT MANAGEMENT CONTRACT WITH SUNNY 505 9/1/21 TO 6/30/22
REF PO 72977

PENDING COMMISSION APPROVAL 12/15/21

Authorized By: _____

SUBTOTAL:	22,530.98
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	22,530.98

PURCHASE REQUISITION APPROVAL

2021-22 FISCAL YEAR

COMMISSION MEETING 12-15-2021

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
86615	PETE'S EQUIPMENT, INC.	FREIGHTLINER M2 PUMPER FIRE TRUCK	TAMMY GARDNER	FIRE DEPARTMENT	\$ 369,328.00	CONTRACT
86628	INTEGRATED TECHNOLOGIES GROUP	IT SERVICES JAN 1, 2022 THROUGH JUNE30,2022	CAROL KIRKPATRICK	FINANCE	\$ 29,837.47	CONTRACT EXTENSION
86658	SUNNY 505	GRANT MANAGEMENT	CAROL KIRKPATRICK	FINANCE	\$ 22,530.98	CONTRACT

\$ 421,696.45

ATTEST:

 Angela Torres, Clerk-Treasurer Date

 Sandra Whitehead, Mayor Date



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE December 15, 2021

Agenda Item #: H.8

SUBJECT: Consider the appointment of Steven Zeschke to the Planning & Zoning Commission.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: December 9, 2021

SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

Steven Zeschke was a former member on the Planning and Zoning Commission. On July 12, 2021, Mr. Zeschke resigned due to him moving out of town for a short period of time. He is now again a resident of Truth or Consequences, and wishes to serve again as member on the board. On December 2, 2021, the Planning & Zoning Commission unanimously voted to re-appoint Mr. Zeschke to the board. We currently have two vacancies on the board. If Mr. Zeschke is appointed, he will become the 4th member, only leaving one vacancy to fill.

Recommendation:

Consider the appointment of Steven Zeschke to serve as a member on the Planning & Zoning Commission.

Attachments:

- Steven Zeschke Application

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

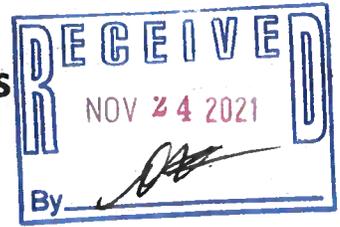
Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021



City of Truth or Consequences
City Boards Application



Name: Steven Zeschke Address: 1019 Parkway
Phone: 708-606-2993 Email: amzeschke@gmail.com

I am interested in serving as a member of one the following Boards:

- Airport Advisory Board Public Arts Advisory Board Golf Course Advisory Board
- Public Utility Advisory Board Library Advisory Board Recreation Advisory Board
- Lodger's Tax Advisory Board Planning & Zoning Commission Impact Fee Board
- Other: _____

My qualifications are:

Previous board member, Reinstated, degree on file

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: Steven Zeschke Date: 11-24-21



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.9

SUBJECT: Discuss/Approve Sierra County Arts Council Lodger's Tax Application
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 6, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Tammy Gardner, Executive Assistant

Summary/Background:

Discuss/Approve Sierra County Arts Council Lodger's Tax Application: Requested \$1,150.00 for brochures and the Lodger's Tax Advisory Board approved \$400.00 at this time at the November 15th meeting, because they wanted other quotes; Requested \$1,200.00 for 1 year of website maintenance and development, and the board approved \$700.00 to pay for the remainder of the FY at the November 15th meeting.

Recommendation:

Approve

Attachments:

- Sierra County Arts Council Application
- .

Fiscal Impact (Finance): Yes

\$1,150.00

Legal Review (City Attorney): No

[Click here to enter text.](#)

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agenda 12-15-2021



SIERRA COUNTY ARTS COUNCIL

P.O. Box 1924, Truth or Consequences, New Mexico 87901
scacnewmexico@gmail.com

November 15th, 2021

Jake Foestner, Chairman
Lodgers Tax Advisory Board
City of Truth or Consequences, NM
City Hall----505 Sims Street
Truth or Consequences, NM 87901

RE: Lodgers tax Application

Dear Jake:

I wanted to thank you in advance for the opportunity to apply for Lodgers tax funding on behalf of our Sierra County Arts Council. The council is moving forward with renewed hope for a more normal 2022.

The funding request is for help with Arts Council website maintenance and the reprint of the very popular Gallery and Mural Brochures produced by the Council. These brochures are passed out each month at Art Hop and available widely at all galleries, spas, hotels and our visitor centers.

Thank you again for the opportunity to request help from the Lodgers Tax Advisory Board.

Sincerely,

Cary "jagger" Gustin, President Board of Directors

LODGERS TAX ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY CLERK'S OFFICE
505 SIMS STREET

FY: 2020/2021 APPLICATION FOR FUNDS

FORM IS DUE IN THE OFFICE OF
THE CITY MANAGER'S NO LATER THAN
July 17, 2020 by 5:00 PM

HELP SESSION: THURSDAY JUNE 25TH
4:00 PM IN THE CITY COMMISSION CHAMBERS
405 W. 3rd Street, Truth or Consequences, NM

EIN # 85-0436041

(NON-PROFIT CORPORATION COMMISSION) AUTHORITY NUMBER: 1720929

Sierra County Arts Council
NAME OF NON-PROFIT ORGANIZATION

P.O. Box 1924
P.O. BOX OR STREET ADDRESS

TORC, New Mexico 87901
CITY, STATE & ZIP

138 NOV. 15, 2021
NO. OF MEMBERS DATE

CARY "JAGGER" GUSTIN
CONTACT PERSON (Print or Type)

Cary Jagger
SIGNATURE

575-342-2050
TELEPHONE NUMBER

AMOUNT REQUESTED: \$2350⁰⁰

AMOUNT AWARDED: _____ (For Board Use Only)

tailormans3@yahoo.com
E-MAIL

NAME OF EVENTS/PROJECTS: Reprint Brochures - website maintenance/development

DATES OF EVENTS/PROJECTS: on going for the year 2022

LOCATION OF EVENTS: Brochures are geared to reach visitors during ART Hop weekends showcasing TORC Art galleries and Artist rural locations

HOW MANY PEOPLE ATTEND: 400+ 40-50+-
(Total) (Outside Sierra County)

WHAT ARE YOUR METHODS FOR TRACKING YOUR EVENTS: SCAC utilizes Statcounter for weekly Analytics Report which includes average daily traffic count

DESCRIBE THE EVENTS/PROJECTS: Reprint rural and Gallery Brochures
SCAC website maintenance and development

HOW WILL THE FUNDS BE USED? GIVE A PROPOSED BUDGET FOR YOUR ADVERTISING.
(EXAMPLE: RADIO, TELEVISION, NEWSPAPERS, BROCHURES, MAGAZINES, POSTERS, ETC.)

TYPE OF ADVERTISING: (Attach additional sheets if needed.)

ESTIMATED EXPENSE

PRINT: Reprint mural and gallery Brochures

\$ 1150.00

PUBLISH: _____

\$ _____

RADIO: _____

\$ _____

TELEVISION: _____

\$ _____

WEBSITE: 1 year contract website maintenance and Development

\$ 1200.00

OTHER COSTS: _____

\$ _____

\$ _____

HOW WILL YOU PROMOTE T. OR C. AND THE AREA IN CONJUNCTION WITH YOUR EVENT/PROJECT?

See Additional notes to Application

HAS YOUR ORGANIZATION APPLIED FOR FUNDING FROM ANOTHER SOURCE? YES NO

If so, please provide a copy of the funding application.

HOW MUCH WAS YOUR ORGANIZATION FUNDED? _____

DESCRIBE THE ACTIVITIES YOUR ORGANIZATION SOUGHT FUNDING FOR: _____

ATTACH A SEPARATE SHEET IF ADDITIONAL SPACE IS NEEDED FOR ANSWERS. THANK YOU.

ALL PRINTED MATERIALS OF THE ORGANIZATIONS WHICH ARE PAID FOR FROM LODGERS TAX MONIES, SHALL INCLUDE THE WORDING "PAID IN PART BY TRUTH OR CONSEQUENCES LODGERS TAX", THE CITY OF TRUTH OR CONSEQUENCES LOGO IF APPLICABLE, AND THE NEW MEXICO TOURISM DEPARTMENT LOGO. THE LOGO MAY BE OBTAINED BY VISITING WWW.NMTOURISM.ORG.

FOR BOARD USE ONLY:

PRIORITY NO. _____

AMOUNT TO BE RECOMMENDED TO CITY COMMISSION \$ _____

ANY SPECIAL INSTRUCTION OR ADDITIONAL COMMENTS:

November 15th, 2021

Additional notes to Application:

Sierra County Arts Council

Request of \$1200 for up to 12 months of website maintenance and development. The SCAC website, www.sierracountyarts.org

Is in need of Search Engine Optimization as well as some restructuring to make it easier to navigate. In 2020, the SCAC received a grant to create videos of artists, galleries, and music events. These videos have been uploaded to our You-Tube Channel, and this new online content needs management to maximize views. In the coming year, the SCAC plans to create more videos of events, and we will need webmaster help to upload and manage this content, keep the online calendar up-to-date, and improve the visibility of the website.

Estimate

18032226



Xacta Printing
For All Your Printing Needs

412 N Broadway Truth or Consequences, NM 87901 575.744.4979

10/19/2021

Sierra County Arts Council

Description	Total
1000 Brochures printed two sides color folded Murals	575.00
1000 Brochures printed 2 sides folded Art Galleries	575.00
Sales Tax	0.00

\$1150.00
X

Estimates are good for 30 days.

Your Guide to
THE GALLERIES
T of C



Elephant Mask
 by Kyle Cunningham
 at Desert Archaic

Artwork by Noel Hudson and Delmas Howe adorn the walls in one of several rooms at Rio Bravo Fine Art Gallery



Cactus Blooms by Joanne Long
 at Light of the Soul Gallery

← Folk

Truth or Consequences is rapidly becoming recognized for its art community.

The two dozen-plus galleries listed here feature local as well as international artists, yet not all of T or C's art is indoors—nearly 60 (and counting) murals adorn buildings on streets and alleys throughout town. They range from a small ristra at the entrance to El Faro restaurant to a full-wall masterpiece on the Dirty Boots Garage Gallery. Most of our hot springs and spas have a selection of wall art as well.

You'll also find a great display of non-gallery art hanging on the walls of many local restaurants and businesses including Grapevine Bistro, T or C Brewing, Point Blanc, and the real estate offices of Sea Properties.

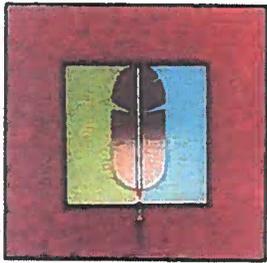
During the second Saturdays of each month, you can take in even more art—and music—during *Second Saturday Art Hop*. Galleries stay open until 9 pm.

T or C's list of galleries is always growing—be a part of "hot springs, cool town" New Mexico.



Artist Fred Fontaine creates large abstract and impressionistic pieces at Fred Fontaine Arts, one of the many galleries and studios in Truth or Consequences

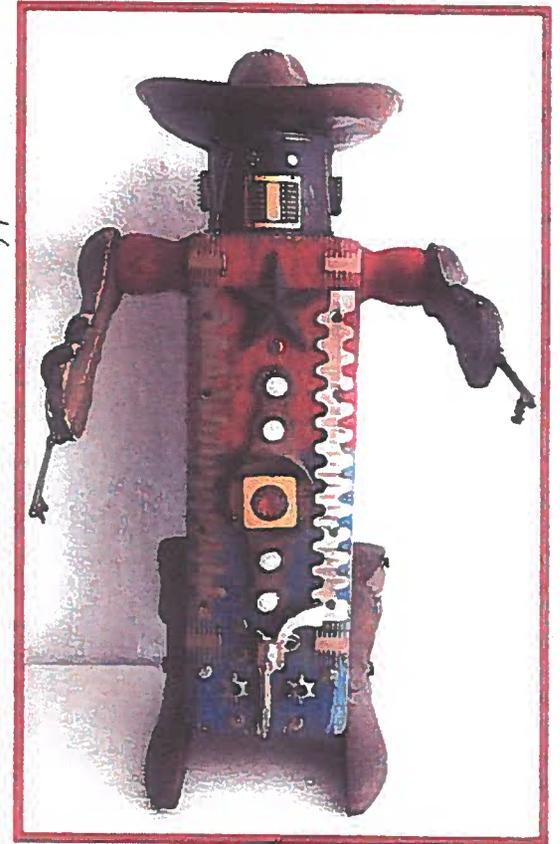
← Folk



Grandfather Feather
 by Caris Chee
 at ZIA Gallery



Paid for in part by Truth or Consequences Lodgers Tax and produced by ZIA Gallery



Robot Cowboy by Don Hudlock
 at Don's Den

ON BROADWAY

- 1 ART & SOUL STUDIO** — 424 Broadway
rawlingsartandsoul@gmail.com A workspace for visiting artists and for hosting art residencies, exhibits, music, workshops & film
- 2 ART, ART, ART** — 512 Broadway
575-952-0509 — Featuring original David Larcom paintings and Della Montoya hospitality
- 3 ANGEL REMNANTS** — 405-1/2 Broadway
575-740-7378 lyndastar222.com
Art, angels, gemstones, and more
- 4 DESERT ARCHAIC** — 324 Broadway
575-519-4773
Exploratory Art Laboratory
- 5 DON PEPE'S GIFT SHOP** — 110 Broadway
575-894-0572
Gifts, cards, jewelry & more. It's worth the ride.
- 6 DIRTY BOOTS GARAGE GALLERY**
530 Broadway — 575-740-0856
Lowbrow art
- 7 FRED FONTAINE ART** — 412 Broadway
808-393-0883 www.FredFontaineArt.com
Emotions on canvas
- 8 FRIENDS of the MORNINGSTAR GALLERY**
421 Broadway — 575-894-8715
Where the adventure begins
- 9 GALACTIC DIGS GALLERY & Other Treasures**
320 Broadway 415-640-8852, galdigs320@gmail.com
Local NM art — painting, mixed media, weaving, photography. Vintage collectibles.
- 10 INGO'S ART CAFE** — 422 Broadway
575-551-8186 ingosartcafe.com
Local creations from young and old
- 11 LOVE SHACK GALLERY** — 520 Broadway
575-779-3958 Paintings, drawings, natural-dyed textiles, leatherwork, sculpture
- 12 RIO BRAVO FINE ART GALLERY**
110 Broadway — 575-894-0572
Works by H. Joe Waldrum, Delmas Howe, & selected Southwest artists

NOTE: Gallery hours are subject to change and some are by appointment only, so please check first.

- 13 ZIA GALLERY** — 415 Broadway
406-539-7017 www.ziagallerynm.com
Fine art, fiber art, functional art

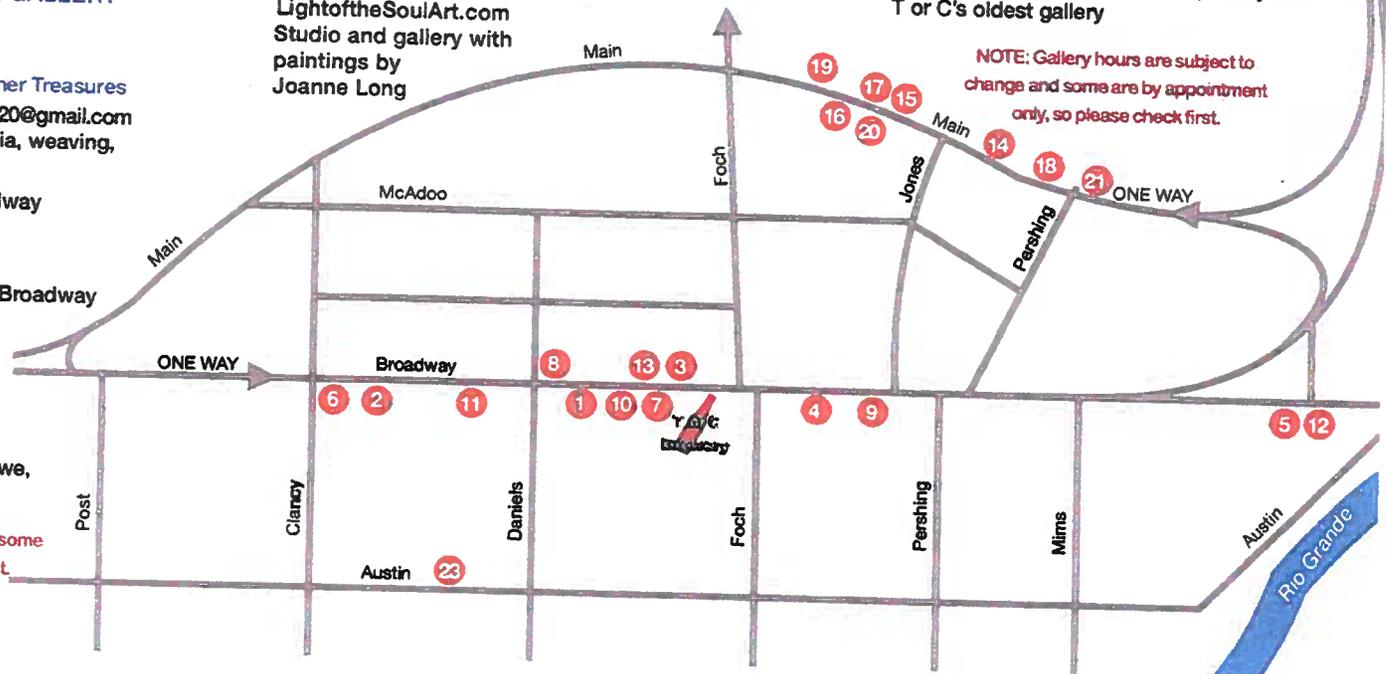
ON MAIN STREET

- 14 303 GALLERY** — 303 Main Street
281-615-9654
Art, antiques, and vintage jewelry
- 15 405 GALLERY** — 405 Main Street
575-894-0037
Arts and events
- 16 DUST** — 404 Main Street
575-894-3613 dustandglitter.com
All things handmade in New Mexico
- 17 GRAPES GALLERY** — 407 - 409 Main Street
949-371-7691
Local & guest artists working in various media including dimensional art
- 18 GERONIMO SPRINGS MUSEUM & GALLERY**
211 Main Street 575-894-6600
Southwest books, gifts & art by local artisans
- 19 LIGHT OF THE SOUL GALLERY**
411 Main Street 941-769-0084
LightoftheSoulArt.com
Studio and gallery with paintings by Joanne Long

- 20 REBEL ROADRUNNER** — 302 Main Street
575-894-1318
Unique gifts and one-of-a-kind art items
- 21 WILD COYOTE** — 113 Main Street
505-934-8425
Arts, antiques, collectibles & SW jewelry

ON OTHER STREETS

- 22 ARTIST ABBEY** — Corner of Date St. & 1st Ave.
Contact Bogs: hieronymusbogs.com/artistabbey
347-733-0015 Gallery & art space featuring outsider, contemporary & performance art
- 23 THE EYES and EARS FOUNDATION GALLERY** — 517 Austin St. inside Austin Arts Community. Avante-garde shows, curator Daryl Smith and the featured works of local master Olin West. Open by appointment — call 575-740-4240
- 24 DON'S DEN** — 410 N. Cedar
575-894-0311 Antiques & collectibles, found object art, retro funk
- 25 SPECTRUM POTTERY** — 411 N. Date St.
575-894-6100 www.spectrumpottery.com
T or C's oldest gallery



MM Back of RIO BRAVO GALLERY • Alley in back of 100 block of Broadway Expansive desert scenes by Reed Rische

NN PINK PELICAN • 302 Jones St. Multiple colorful pelicans by David Larcorn

OO SPACEPORT VISITOR CENTER • McAdoo St. — Desert wildlife by a group called The Young DaVincis

PP Building backs & fence • 400 block of Sims Whimsical flowers & colors by Mary Kinninger Walker

QQ RIVERBEND HOT SPRINGS • 100 Austin St. Multiple artists including decorative signage by Reed Rische and other styles & subjects by William Galbreath, plus various smaller pieces by other artists

RR Art park between 303 Gallery and 405 Gallery Featuring Reed Rische's mural of Buckhorn Bar sign

SS 500 block alley between Broadway & Austin Tropical scene by Grace Bryan & 2 fantasy scenes by Mary Kinninger Walker

TT 400 block alley between Broadway & Austin Tropical scene by Grace Bryan

UU Building at 326 Van Patten Whimsical western subjects signed simply by "Marcla"

VV Corner of Marr & Daniels. Fantasy image on corrugated metal fence by Jia Apple

WW PELICAN SPA • Corner Pershing & McAdoo Colorful pelicans and dragon by David Larcorn

XX MESILLA HEALING • 902 Date St. Fanciful decorative plants on one wall by Reed Rische plus door and window frame art by owner's kids

YY Private residence • 310 N. Elm African Ndebele-influenced home mural by Reed Rische

ZZ REBEL ROADRUNNER • 302 Main Warm Springs Apache heritage by Reed Rische



PHOTO BY DURRAE JOHANEK

Left: "Millie's Doll" by Peter Bowles on the side of 303 Gallery based on a kachina doll by the gallery owner's grandmother. (map "N").

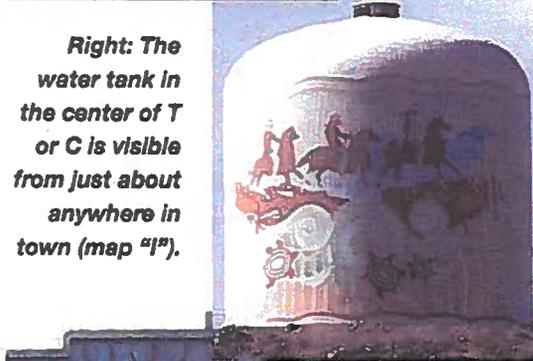


PHOTO BY DURRAE JOHANEK

Right: The water tank in the center of T or C is visible from just about anywhere in town (map "I").



PHOTO BY REBECCA SPANES

Above: Fanciful flowers by Reed Rische at Mesilla Healing on Date Street. (map "XX").

There are also examples of public art throughout the Historic Hot Springs District including "Joy," the metal sculpture steer by R. Wm. Winkler at the corner of Pershing and Main, and the ceramic fountain at Las Palomas Plaza pool near the entrance to Geronimo Springs Museum. Also watch for some very creative fences — in particular at 602 Wyona, the 300 block of Riverside, and on the 400 block of Sims.



Paid for in part by Truth or Consequences Lodgers Tax and produced by Zia Gallery

© 2021

A GUIDE TO THE MURALS of TRUTH OR CONSEQUENCES

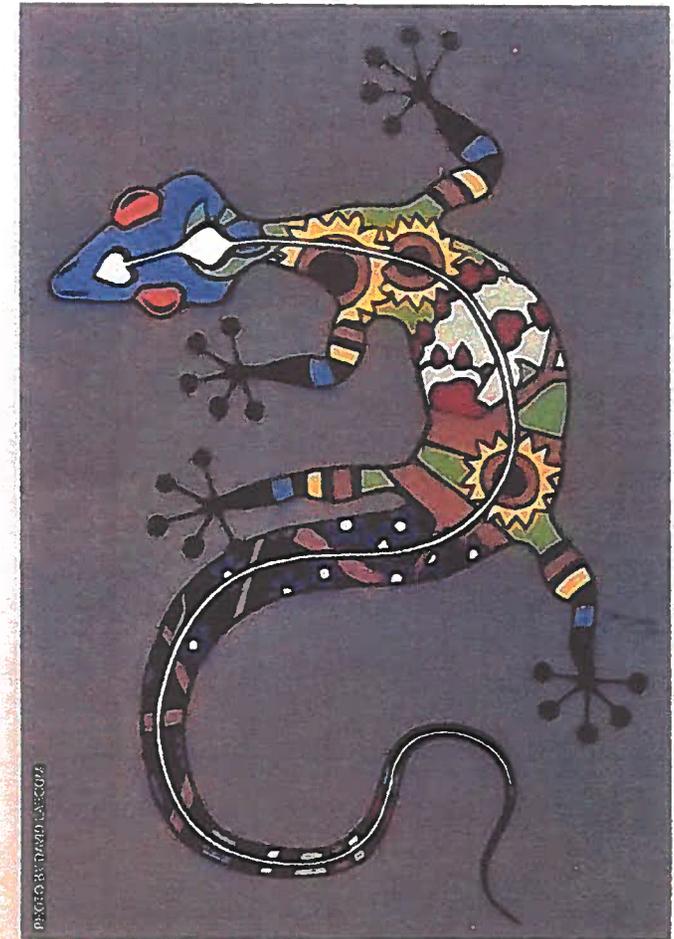


PHOTO BY DAVID LARCOM

Colorful gecko murals like this one by David Larcorn on a residence near 9th and Spruce streets also adorn residential walls in the 500 and 600 blocks of Ash street. (map "AA")

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A Key to the Murals

A ACE LODGE • 1302 Date St.

Roadrunner and mountain lion by David Larcom

B ROCKET INN • 605 Date St.

Rocket & outer space themes: Concept by Val Wilkes, art by Grace Bryan

C SPECTRUM POTTERY • 411 & 413 Date St.

Surreal art of people and globe by Jim Pearson

D Building near the SW corner of 3rd & Date Streets

Geronimo portrait by David Larcom

E Shed at the corner of Library & 4th Streets

Whimsical decoration by Mary Kinninger Walker

F T or C CIVIC CENTER • 400 W. 4th St.

Large flowers (on 3 sides) by Delmas Howe

G GENE SPEER TENNIS COMPLEX • 200 W. 4th St.

Whimsical figural art by Dan Bern

H SIERRA COUNTY ADMINISTRATIVE BUILDING

• 100 Date St. Two large hand graphics by Sierra County school kids; coordinated by Anthony Pennock

I WATER TANK • Between Main & Foch Streets

Stylized Southwest subjects by Anthony Pennock

J DOG PARK • Intersection of Main, Date & Broadway Sts.

Gila Wilderness by Reed Rische

K RED PELICAN • 102 Main St.

Geronimo on blue pony & pelican by David Larcom

L SEA PROPERTIES • 108 Main St.

Bison & pelican & by David Larcom

M WILD COYOTE • 113 Main St.

Desert wildlife by David Larcom

N 303 GALLERY • 303 Main St.

Full-wall graphic based on Kachina doll by gallery owner's grandmother, art by Peter Bowles

O Wall between DUST and PASSION PIE •

404 Main St. Op-Art by Ricardo Chavarria

P Building wall • 408 Main St. Native American

motif art by Peter Bowles

Q MILE MARKER 7 COFFEE • 603 Main St.

Mural of a steaming cup of Java by David Larcom

R MILITARY MUSEUM • 996 Broadway.

Military theme murals by Jia Apple

S MANZANO SCHOOL PLAYGROUND • Corner

Platinum & Broadway —Vegetables by Americorp NCCC

T Former Exotic Cactus Ranch • 1600 Broadway

Desert scene / Images by Georgeanne Feltha

U Retaining wall • 1650 Broadway

Desert scene by Americorp NCCC

V CHARLES MOTEL • 601 Broadway

Stallion in moonlight by David Larcom

W DIRTY BOOTS GARAGE GALLERY • 540

Broadway. West side: Car art & garage-wall boots by David Larcom — garage cut-away art by Reed Rische. East side has a prospector mural under overhang.

X ART, ART, ART • 509 Broadway

Cowboy playing guitar with donkey and dog by David Larcom

Y XOCHI BOOKS • 430 Broadway.

Several early archeological subjects by Terri

Z INGO'S ART CAFE • 420 - 422 Broadway.

Playful abstract figures by Reed Rische

AA Private residence • 925 Spruce

Gecko by David Larcom (see cover)

BB MORNING STAR OUTFITTERS • 421 Broadway

Desert lake scenic signage by Reed Rische

CC Building facade • 419 Broadway

Colorful stylistic turtles by Mary Kinninger Walker

DD GRAPEVINE BISTRO • 413 Broadway

Native American ledger art motif by Peter Bowles

EE MARTHA'S GIFTS • 326 Broadway

Decorative signage by Judith Anderson

FF EL FARO RESTAURANT • 315 Broadway

Ristra at restaurant entrance by David Larcom

GG HAIR SALOON • 107 Broadway St

Graphic portrait of Marilyn Monroe by David Larcom

HH THE GIDDY UP • 313 Broadway

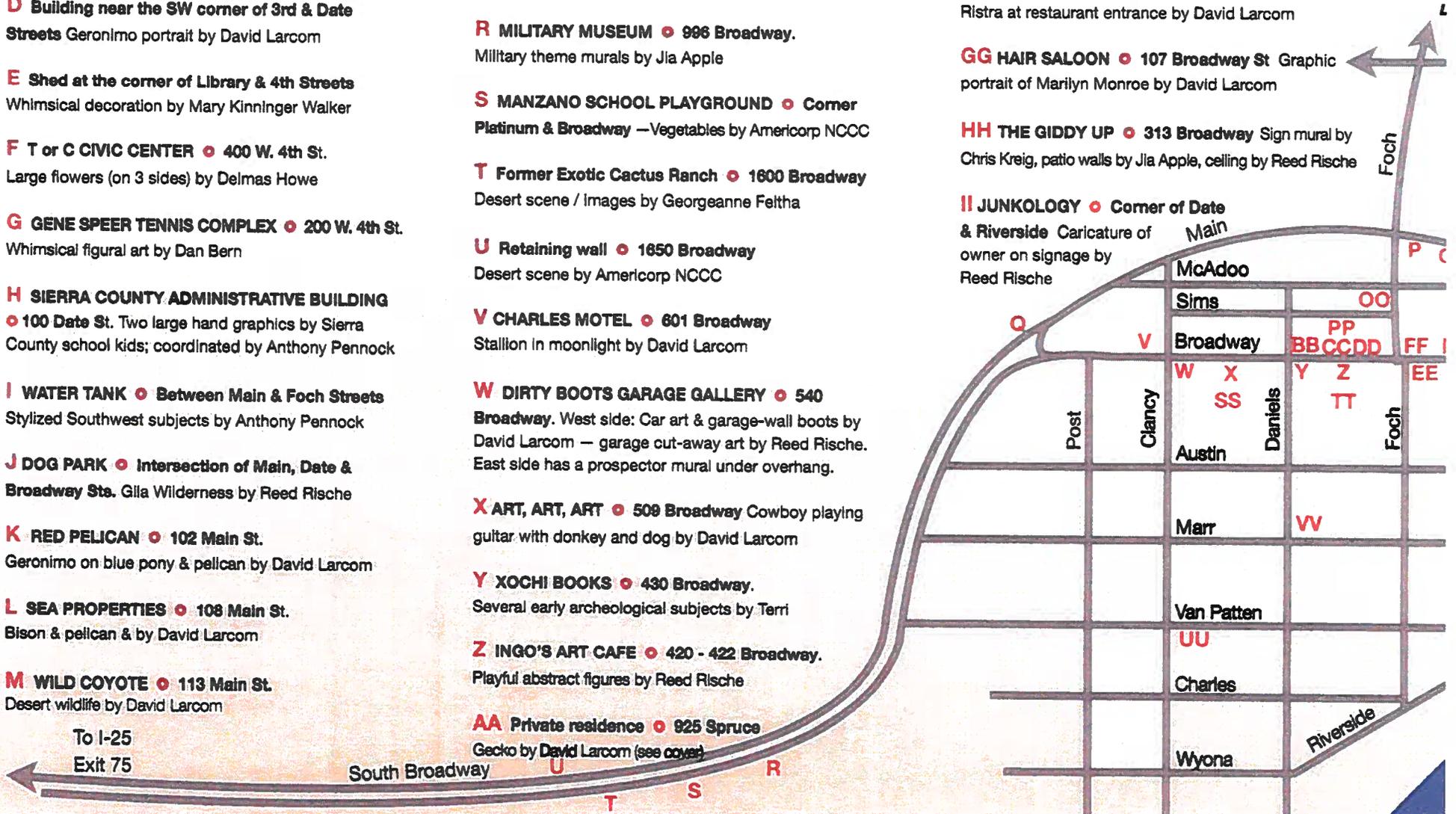
Sign mural by Chris Kreig, patio walls by Jia Apple, ceiling by Reed Rische

II JUNKOLOGY • Corner of Date

& Riverside Caricature of owner on signage by Reed Rische

To I-25
Exit 75

South Broadway



SIERRA COUNTY ARTS COUNCIL WEBSITE LODGERS TAX REQUEST

Requested \$1200 annual budget

BLUEHOST: Constant Contact per month	\$3.00
BLUEHOST: Domain (\$17.99/year) per month	1.50
BLUEHOST: hosting cost per month	10.99
AVERAGE MONTHLY TOTAL PAID TO BLUEHOST	\$15.50
x 12 months	x 12
AVERAGE ANNUAL PAYMENT TO BLUEHOST	\$186.00
cost of website maintenance and updates for 12 months from readywebservice.com (\$84.50/month) - SCAC non-profit discounted rate	\$1014.00
GRAND TOTAL	1200.00



Confirmation

[Home](#) | [Security Profile](#) | [Logout](#)

Your Form 990-N(e-Postcard) has been submitted to the IRS

- **Organization Name:** SIERRA COUNTY ARTS COUNCIL INC
- **EIN:** 850436041
- **Tax Year:** 2020
- **Tax Year Start Date:** 01-01-2020
- **Tax Year End Date:** 12-31-2020
- **Submission ID:** 10065520212954985036
- **Filing Status Date:** 10-22-2021
- **Filing Status:** Pending

Note: [Print](#) a copy of this filing for your records. Once you leave this page, you will not be able to do so.

MANAGE FORM 990-N SUBMISSIONS



HELP ⓘ

MENU ☰

[Home](#) > [Charities and Non-Profits](#) > [Search for Charities](#)
> [Tax Exempt Organization Search](#)

Results for Tax Exempt Organization Search

Select Database ⓘ

Search All



Search By ⓘ

Organization Name



Search Term ⓘ

Sierra County Arts Council

City

Truth or Consequences

State

NM



Country

United States



Search

Reset

[Search Tips](#)

Showing 1-1 results of 1

Sort by:

Name A-Z



Sierra County Arts Council Inc

EIN: 85-0436041 | Truth Or Consequences, NM, United States

Pub 78 Data

Form 990-N

Items per page: 25



[Return to Top](#)

Additional information

- [Frequently asked questions - Exempt Organizations Select Check](#)
- [Revocations of 501\(c\)\(3\) Determinations](#)
- [Suspensions Pursuant to Code Section 501\(p\)](#)
- [Exempt Organizations Business Master File Extract \(EO BMF\): a list of organizations recognized as exempt by the IRS](#)
- [Tax Exempt Organization Search: Bulk Data Downloads](#)

Page Last Reviewed or Updated: 6-Sept-2019

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Work at IRS	Taxpayer Advocate Service	Office of Appeals	中文	Treasury Inspector General for Tax Administration
Help			한국어	

Contact Your Local Office	Accessibility	Identity Theft Protection	Русский	USA.gov
Tax Stats, Facts & Figures	Civil Rights	Report Phishing	Tiếng Việt	
	Freedom of Information Act	Tax Fraud & Abuse		
	No Fear Act			
	Privacy Policy			

Search Results



Business #	Business Name	DBA Name	Entity Type	Status	RA Name	Action
	SIERRA COUNTY ARTS COUNCIL, INC.		Domestic Nonprofit Corporation	Active	CARY GUSTIN	<input type="text"/>

Total No. of Records: 1 Page 1 of 1

Office of the New Mexico Secretary of State 325 Don Gaspar - Suite 300 Santa Fe, New Mexico 87501

WEBSITE:

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, NOVEMBER 15, 2021**

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 15, 2021 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Jake Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member

ALSO PRESENT:

Tammy Gardner, Executive Assistant
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

Vice-Chairman Kelley made a motion to approve the agenda. Member DeMarino seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES: Regular Meeting of October 26, 2021.

Member DeMarino made a motion to approve the October 26, 2021 minutes. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. OLD BUSINESS:

a. Discussion/Review: Lodgers Tax Award Tracking Sheet for October 26, 2021.

The board reviewed the tracking sheet and moved forward with the next item on the agenda.

b. Discussion/Action: Geronimo Trail Scenic Byway Inc. 2021-2022 Lodgers Tax Application. Request for Brochure Funding.

LaRena Miller the Executive Director, was present to answer any questions from the board. She explained the printing for the brochures would be in the amount of 10,000 copies and she estimated the lot should last a couple of years. She noted that they are distributed to Old Town Albuquerque, Silver City, and to the T or C Visitors Center rack. Information packages are sent out from the Visitors Center. The board suggested updating all the information racks in the surrounding county area. The board would like to see some sort of tracking for the brochures on the website by possibly adding a URL link. The board would also like to see the brochures with updated information before going to print.

Member DeMarino made a motion to approve the \$2,500.00 in funding for the Geronimo Trail Scenic Byway printing with the inclusion of a URL on the website to help with tracking of the brochure. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

c. Discussion/Action: Sierra County Arts Council. 2021-2022 Lodgers Tax Application.

Cary "Jagger" Gustin was present to answer questions in regards to his funding request for \$2,350.00. Request breakdown is as follows; \$1,150.00 for printing service and \$1,200.00 for website service.

1. Printing Funding - The board first discussed the funding request for the printing service. The board requested that Mr. Gustin revisit his current vendor for a new quote, in addition to reaching out to a local vendor who may be able to offer a more competitive price. They also suggested reaching out to another local resident who may provide some free assistance to add a unique URL to the brochure for tracking purposes.

Member DeMarino made a motion to approve a partial request for \$450.00 to reprint brochures with a unique URL added to the layout design for tracking purposes. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

2. Website Hosting Funding - The board then moved onto discussions regarding the funding request for a one year contract for website hosting, domain service, maintenance, and development. The board was not able to award the full funding request. They prorated the request and did a partial award for this fiscal year also requesting a unique URL be added to the website. Mr. Gustin was advised to re-apply in July for the full amount for the whole fiscal year.

Vice-Chairman made a motion to approve a partial award for \$700.00 host website, design work, and maintenance with the provision they incorporate URL's that can be used on the brochures as well. They also recommended that the Sierra County Arts Council re-apply in July for an entire fiscal year next year. Member DeMarino seconded the motion. Motion carried unanimously.

d. Discussion/Action: Procedure for Implementing Lodgers Tax Collection on Short Term Rentals. Gina Kelley, Vice-Chairman

This item was tabled until Bruce Swingle, City Manager can be present to help discuss and advise the board on how the City would like to move forward with the collection process of Lodgers Tax from Short Term Rentals.

5. NEW BUSINESS:

a. Discussion/Action: Set meeting date and time for December 2021.

The board discussed and decided there would be no meeting scheduled for December 2021.

Member DeMarino made a motion to approve that no meeting will be scheduled for December 2021. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

b. Discussion/Action: Set meeting dates and times for all future meetings starting January 2022.

The board discussed and agreed to move the regular meetings to Monday's to help accommodate staffing conflicts. The new meeting dates will be the third Monday in the following months for 2022; January 24th, March 28th, May 23rd, July 25th, September 26th, and November 28th.

Member DeMarino made a motion to approve all of the stated dates for 2022. Vice-Chairman seconded the motion. Motion carried unanimously.

6. REPORTS FROM THE BOARD:

There were no reports from the board.

7. REPORTS FROM STAFF:

There were no reports from the staff.

8. ADJOURNMENT:

There being no further business to come before the Lodgers Tax Advisory Board, Chairman Foerstner made a motion to adjourn the meeting. The meeting was adjourned.

PASSED AND APPROVED ON THIS 24th DAY OF JANUARY 2022.

Jake Foerstner, Chairman
Lodgers Tax Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.10

SUBJECT: Geronimo Trails Scenic Byway Lodger's Tax Application
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 6, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Tammy Gardner, Executive Assistant

Summary/Background:

Discuss/Approve Geronimo Trails Scenic Byway Lodger's Tax Application: Requested \$2,500.00 for reprinting of brochures and the Lodger's Tax Advisory Board approved \$2,500.00 at the November 15th meeting; Requested \$1,500.00 for updates and maintenance to website and the board approved \$1,500.00 at the October 26th meeting.

Recommendation:

Approve

Attachments:

- Geronimo Trail Scenic Byway Application
- .

Fiscal Impact (Finance): Yes

\$4,000.00

Legal Review (City Attorney): No

[Click here to enter text.](#)

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021



2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Geronimo Trail Scenic Byway Inc.
Project/Event Name	Visitors Center
Event Date(s) and Location (if applicable)	All Year Round
Event Organizer & Title within Organization (if applicable)	LaRena Miller Executive Director
Phone Number of Organizer	575-894-2255
Email of Organizer	larenam@windstream.net
Organization Address	P O Box 1072 575-894-1968 301 S Foch Street, T or C, NM 87901
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$ 4,000.00
Anticipated Attendance (not including volunteers/staff):	8,000

PART 3: CRITERIA



©

Was this project/event funded in 2020-2021? Circle one: Yes/No **No**

How many times has your event occurred? List previous events years. If new, indicate "new":

_Every year since 1995 with the exception of March 2020 – February 2021



1. Define/Describe the overall project/event (what is happening at the event?): **_National Scenic Byway for visitors to travel, experience hiking, biking, fishing, boating, outdoor activities along the Geronimo Trail National Scenic Byway. This is a year-round experience open to the public. The Visitors Center provides information and brochures, travel guides, and answers questions regarding the things that can be see along the Byway. The internet web site details travel information, accommodations and pertinent facts about the Byway experience. We also stress the hot mineral soaking pools, shopping, dining, and other activities in Truth or Consequences, plus places to stay. We help promote local events as they occur, such as Art Hop, Music events, Fiesta and other things that take place in Truth or Consequences and the surrounding area.**

2. Who is your target audience for your project/event and advertising (who do you want to attend?) **_We want visitors from all over the United States, Canada, Mexico, and other foreign countries. We have visitors from all 50 States as well as many foreign places in Europe, Asia, Africa, South America, Australia and other island nations in both the Pacific and Atlantic Oceans.**

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?
_The Internet Advertising is world-wide so reaches people in all nations. We mail out our brochures along with other local information upon request both throughout the United State and other countries. We pay postage for fulfillment packages out of our subrecipient funds from the City of Truth or Consequences. We have information placed in visitors centers throughout New Mexico.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed? **Ft. We provided cases of material to Fun and Games for distribution throughout the State. We also mail cases of our brochures to locations no included in Fun and Games routes. We have information in Albuquerque, Santa Fe, Silver City, Las Cruces,**

El Paso, Bliss, Roswell, Carlsbad, and other cities throughout New Mexico. Our internet web site receives hits from all 50 States plus many foreign countries and we receive requests for information from many places.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

_We collect data from our sign-in sheets that tells us how many people come from where. We have statistical information on our visitors going back several years, so there is a comparison of attendance from year to year from towns in New Mexico, other States in the United States, and foreign countries. If people are from a more distant location we assume they will be spending a night here, and certainly they will be eating meals here, doing some shopping, soaking in our Hot Springs, and purchasing gasoline and other supplies. We recommend places to shop, dine, soak, and other local attractions such as our Museums and local parks.

6. How many Facebook followers do you have for this event page or organization page (for a project)? 584 Instagram followers? N/A

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? NO

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Moshe Koenick	Reprint of Geronimo Trail brochures	\$ 2500.00
Ruanna Waldrum	Updates to web site and web site hosting for a year.	\$ 1500.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$ 4000.00

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

IRS and Secretary of State proof of Good Standing

Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: LaRena Miller, executive director

Signature: LaRena Miller

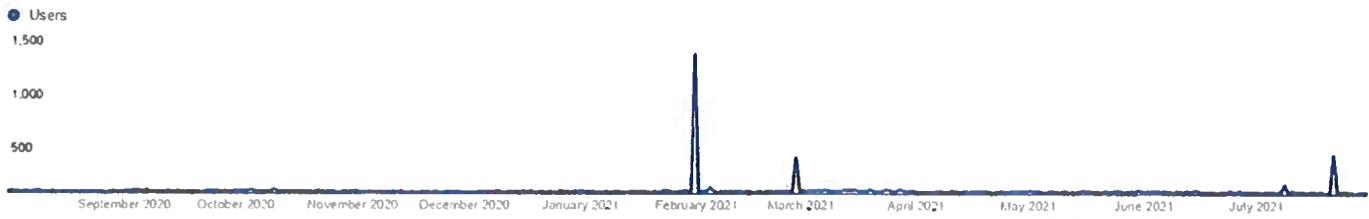
Date: 9-1-21

Audience Overview

Aug 1, 2020 - Jul 31, 2021

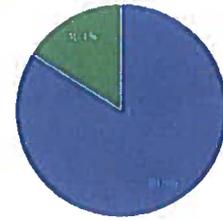
All Users
100.00% Users

Overview



Users 8,978	New Users 9,003	Sessions 12,112	Number of Sessions per User 1.35
Pageviews 18,600	Pages / Session 1.54	Avg. Session Duration 00:00:48	Bounce Rate 70.57%

■ New Visitor ■ Returning Visitor



Language	Users	% Users
1. en-us	6,822	75.92%
2. en	678	7.55%
3. en-gb	514	5.72%
4. zh-cn	93	1.03%
5. de-de	68	0.76%
6. de	60	0.67%
7. es-es	59	0.66%
8. fr-fr	57	0.63%
9. it-it	41	0.46%
10. en-ca	40	0.45%

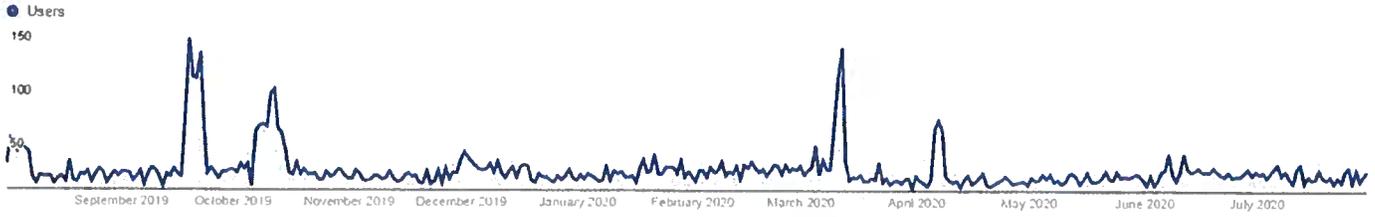
Channels

Aug 1, 2019 - Jul 31, 2020

All Users
100.00% Users

Explorer

Summary



Default Channel Grouping	Acquisition		Behavior			Conversions			
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	6,638 <small>% of Total: 100.00% (6,638)</small>	6,634 <small>% of Total: 100.03% (6,632)</small>	7,369 <small>% of Total: 100.00% (7,369)</small>	75.27% <small>Avg for View: 75.27% (0.00%)</small>	1.59 <small>Avg for View: 1.59 (0.00%)</small>	00:01:03 <small>Avg for View: 00:01:03 (0.00%)</small>	0.00% <small>Avg for View: 0.00% (0.00%)</small>	0 <small>% of Total: 0.00% (0)</small>	\$0.00 <small>% of Total: 0.00% (\$0.00)</small>
1. Organic Search	3,114 <small>(46.42%)</small>	3,073 <small>(46.32%)</small>	3,489 <small>(47.35%)</small>	73.89%	1.69	00:01:17	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
2. Direct	1,837 <small>(27.39%)</small>	1,832 <small>(27.52%)</small>	2,027 <small>(27.51%)</small>	74.59%	1.65	00:01:12	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
3. Social	1,501 <small>(22.38%)</small>	1,481 <small>(22.32%)</small>	1,562 <small>(21.20%)</small>	80.60%	1.25	00:00:11	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
4. Referral	253 <small>(3.77%)</small>	245 <small>(3.65%)</small>	287 <small>(3.89%)</small>	68.64%	1.84	00:01:35	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
5. Email	3 <small>(0.04%)</small>	3 <small>(0.05%)</small>	4 <small>(0.05%)</small>	25.00%	3.50	00:09:35	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>

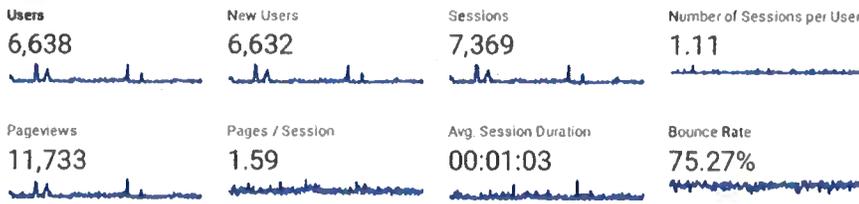
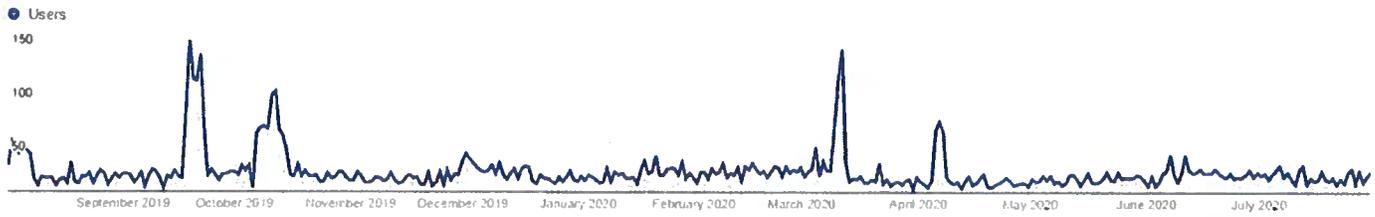
Rows 1 - 5 of 5

Audience Overview

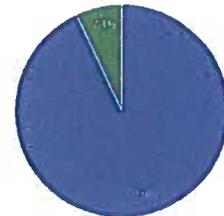
Aug 1, 2019 - Jul 31, 2020

All Users
100.00% Users

Overview



New Visitor Returning Visitor



Language	Users	% Users
1. en-us	5,057	75.95%
2. es-us	516	7.75%
3. en	384	5.77%
4. es-mx	192	2.88%
5. en-gb	112	1.68%
6. es-es	64	0.96%
7. es-xl	54	0.81%
8. en-ca	30	0.45%
9. es-419	30	0.45%
10. de-de	27	0.41%

Channels

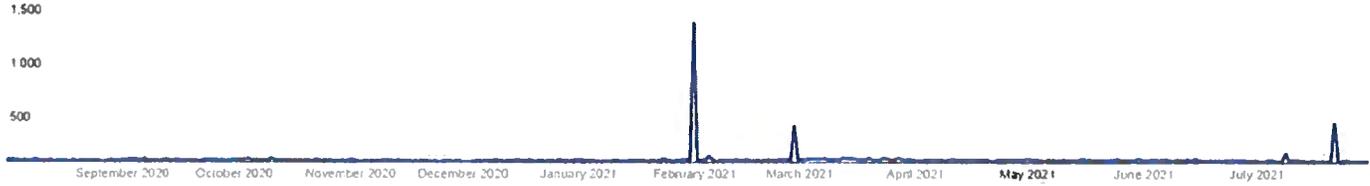
Aug 1, 2020 - Jul 31, 2021

All Users
100.00% Users

Explorer

Summary

Users



Default Channel Grouping	Acquisition		Behavior				Conversions		
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	8,978 % of Total: 100.00% (8,978)	9,006 % of Total: 100.00% (9,003)	12,112 % of Total: 100.00% (12,112)	70.57% Avg for View: 70.57% (0.00%)	1.54 Avg for View: 1.54 (0.00%)	00:00:48 Avg for View: 00:00:48 (0.00%)	0.00% Avg for View: 0.00% (0.00%)	0 % of Total: 0.00% (0)	\$0.00 % of Total: 0.00% (\$0.00)
1. Organic Search	6,026 (61.67%)	5,973 (61.37%)	7,742 (63.92%)	74.09%	1.49	00:00:48	0.00%	0 (0.00%)	\$0.00 (0.00%)
2. Direct	1,871 (19.15%)	1,870 (19.15%)	2,202 (18.18%)	69.48%	1.75	00:01:20	0.00%	0 (0.00%)	\$0.00 (0.00%)
3. Referral	1,732 (17.73%)	1,024 (11.37%)	2,019 (16.59%)	57.95%	1.49	00:00:17	0.00%	0 (0.00%)	\$0.00 (0.00%)
4. Social	142 (1.45%)	139 (1.51%)	149 (1.23%)	75.17%	1.45	00:00:41	0.00%	0 (0.00%)	\$0.00 (0.00%)

Rows 1 - 4 of 4

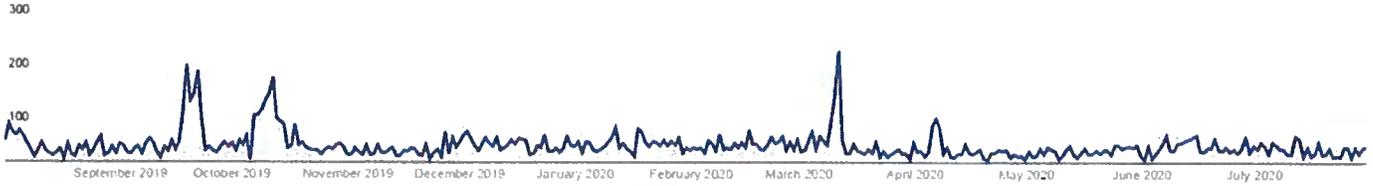
Pages

Aug 1, 2019 - Jul 31, 2020

All Users
100.00% Pageviews

Explorer

Pageviews



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	11,733 (100.00%) (11,733)	9,647 (100.00%) (9,647)	00:01:46 Avg For View (0.00%)	7,369 (100.00%) (7,369)	75.27% Avg For View (0.00%)	62.81% Avg For View (0.00%)	\$0.00 (0.00%) (\$0.00)
1. /index.php	3,112 (26.52%)	2,434 (25.23%)	00:01:20	2,341 (31.77%)	60.79%	56.39%	\$0.00 (0.00%)
2. /the-hot-springs-of-truth-or-consequences/index.php	2,022 (17.23%)	1,727 (17.99%)	00:01:41	1,723 (23.38%)	83.46%	83.23%	\$0.00 (0.00%)
3. /geronimo/index.php	1,573 (13.41%)	1,397 (14.35%)	00:03:23	1,286 (17.33%)	86.63%	80.55%	\$0.00 (0.00%)
4. /northern-route/index.php	837 (7.13%)	662 (6.85%)	00:02:05	146 (1.98%)	76.03%	35.72%	\$0.00 (0.00%)
5. /tour-and-travel-advice/index.php	702 (5.98%)	557 (5.77%)	00:02:00	164 (2.23%)	83.54%	48.43%	\$0.00 (0.00%)
6. /southern-route/index.php	701 (5.97%)	584 (6.05%)	00:01:49	186 (2.52%)	77.42%	45.93%	\$0.00 (0.00%)
7. /on-the-no-grande/index.php	646 (5.51%)	557 (5.77%)	00:02:00	186 (2.52%)	84.95%	49.54%	\$0.00 (0.00%)
8. /virtual-tour/index.php	352 (3.00%)	255 (2.64%)	00:00:58	137 (1.86%)	45.26%	39.49%	\$0.00 (0.00%)
9. /break-for-spring-in-sierra-county/index.php?fbclid=IwAR0NjVza09ydgugNIWhaEOAE9NWc9Lw_5oBUZNh45yCDP_EAAHZCUyUjLE	326 (2.78%)	256 (2.65%)	00:00:21	256 (3.47%)	73.83%	77.91%	\$0.00 (0.00%)
10. /contact-us/index.php	160 (1.36%)	124 (1.29%)	00:02:12	70 (0.95%)	62.86%	50.00%	\$0.00 (0.00%)
11. /cool-off-on-the-geronimo-trail-scenic-byway-when-its-hot/index.php	152 (1.30%)	149 (1.54%)	00:02:20	147 (1.99%)	97.28%	97.37%	\$0.00 (0.00%)
12. /about-the-byway/index.php	150 (1.28%)	104 (1.08%)	00:00:32	28 (0.38%)	67.86%	30.67%	\$0.00 (0.00%)
13. /2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR1EViOT1zntsIdKa_9sOU788LJaV46bTrpHggRCdJxo6ggAWJhZe9k3mn8	142 (1.21%)	107 (1.11%)	00:01:18	106 (1.43%)	68.87%	73.94%	\$0.00 (0.00%)
14. /a-day-in-hillsboro-new-mexico/index.php	108 (0.92%)	93 (0.96%)	00:06:21	92 (1.25%)	81.52%	81.48%	\$0.00 (0.00%)
15. /ghost-towns-of-sierra-county/index.php	103 (0.88%)	85 (0.88%)	00:02:11	51 (0.69%)	70.59%	49.51%	\$0.00 (0.00%)
16. /byway-photos/index.php	74 (0.63%)	64 (0.66%)	00:00:41	24 (0.32%)	87.50%	55.41%	\$0.00 (0.00%)
17. /2019-holiday-events-on-the-geronimo-trail/index.php	66 (0.56%)	38 (0.39%)	00:04:55	32 (0.43%)	59.38%	54.55%	\$0.00 (0.00%)
18. /lake-valley-back-country-byway/index.php	64 (0.55%)	52 (0.54%)	00:01:53	49 (0.66%)	77.55%	75.00%	\$0.00 (0.00%)
19. /short-and-sweet-day-drives-caballo-lake-state-park/index.php	46 (0.39%)	41 (0.43%)	00:00:58	41 (0.54%)	85.37%	82.61%	\$0.00 (0.00%)
20. /chloride/index.php	37 (0.32%)	36 (0.37%)	00:02:20	36 (0.49%)	91.67%	91.89%	\$0.00 (0.00%)
21. /blog/index.php	34 (0.29%)	27 (0.28%)	00:00:14	13 (0.18%)	76.92%	38.24%	\$0.00 (0.00%)
22. /management-plan/index.php	34 (0.29%)	32 (0.33%)	00:01:04	11 (0.15%)	100.00%	67.65%	\$0.00 (0.00%)
23. /the-hot-springs-of-truth-or-consequences/index.php?fbclid=IwAR2KDShZvharZyosXwXfEbF2jgFKLAFWJ2AfsiMRoeKtJZNuChfvtvEEYk	23 (0.20%)	20 (0.21%)	00:12:09	20 (0.27%)	90.00%	86.96%	\$0.00 (0.00%)
24. /break-for-spring-in-sierra-county/index.php	22 (0.19%)	16 (0.17%)	00:01:10	14 (0.19%)	57.14%	59.09%	\$0.00 (0.00%)
25. /about-the-byway/board-of-directors/index.php	19 (0.16%)	18 (0.19%)	00:01:01	8 (0.11%)	100.00%	63.16%	\$0.00 (0.00%)
26. /lake-valley-back-country-byway/index.php?fbclid=IwAR12-GlveeSswBcLZ47iAhOdahdNPnDf5DNfBmkzID4hs0xM0CE8Nebs_w	17 (0.14%)	15 (0.16%)	00:01:31	15 (0.20%)	86.67%	88.24%	\$0.00 (0.00%)
27. /index.php?mc_cid=b5d38ef498&mc_eid=20e51f17c4	8 (0.07%)	4 (0.04%)	00:04:23	4 (0.05%)	25.00%	25.00%	\$0.00 (0.00%)

Index	URL	Count	Percentage	Count	Percentage	Count	Percentage	Count	Percentage	Count	Percentage
30	/index.html	6	(0.05%)	6	(0.00%)	00:00:47	6	83.33%	83.33%	\$0.00	(0.00%)
31	/cool-off-on-the-geronimo-trail-scenic-byway-when-its-hot/index.php?fbclid=IwAR1YWW8_BUvGHgYZAAyEsx72sQyY1INSP...BRs1QU6nP1MGVLuQ6ddWpo	5	(0.04%)	5	(0.07%)	00:00:00	5	100.00%	100.00%	\$0.00	(0.00%)
32	/hillsboro.html	5	(0.04%)	5	(0.07%)	00:00:26	5	40.00%	40.00%	\$0.00	(0.00%)
33	/index.php?fl_builde=	4	(0.03%)	1	(0.01%)	00:00:16	0	0.00%	0.00%	\$0.00	(0.00%)
34	/cool-off-on-the-geronimo-trail-scenic-byway-when-its-hot/index.php?fbclid=IwAR02ynIOF_9f8Ph8WVggy1ytNVs5AxW11KfXq...PZRjDEss6Guf68gZbQ	3	(0.03%)	1	(0.01%)	00:01:59	1	0.00%	33.33%	\$0.00	(0.00%)
35	/links/zone2.html	3	(0.03%)	3	(0.04%)	00:00:00	0	0.00%	100.00%	\$0.00	(0.00%)
36	/short-sweet-day-drives-engle/index.php	3	(0.03%)	3	(0.04%)	00:03:14	2	50.00%	33.33%	\$0.00	(0.00%)
37	/black_range_scenic_area.html	2	(0.02%)	2	(0.03%)	00:00:00	2	100.00%	100.00%	\$0.00	(0.00%)
38	/introduction/index.php	2	(0.02%)	2	(0.03%)	00:00:00	2	100.00%	100.00%	\$0.00	(0.00%)
39	/lake-valley-back-country-byway/index.php?fbclid=IwAR0d3kxT08z-tzTy-y2FGLMe1dLUJucszb7mtkXbEzhRM4J1hSnb6wsSbo...w	2	(0.02%)	2	(0.03%)	00:00:00	2	100.00%	100.00%	\$0.00	(0.00%)
40	/lake-valley-back-country-byway/index.php?fbclid=IwAR1WOFj02FTkVOfkMiebTe8z_cKvcq41RhP2X6jpyy19nUeChK5JGnb1s	2	(0.02%)	2	(0.03%)	00:00:00	2	100.00%	100.00%	\$0.00	(0.00%)
41	/northern-route/index.php?fbclid=IwAR1uZw7nMd7x8dx1meSBkroBwtTK_SAljAg7ZzEulEEnY-DIHE_BW50y6l	2	(0.02%)	1	(0.01%)	00:01:03	1	0.00%	50.00%	\$0.00	(0.00%)
42	/signin?context=popup&next=https://www.youtube.com/post_login	2	(0.02%)	2	(0.03%)	00:00:00	2	100.00%	100.00%	\$0.00	(0.00%)
43	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR0fOpv2z72XtUthRm20UAPpgMha8v4yPdALqRkWE97EL5y...pe490R-qTQ	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
44	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR1Bqmt6YSJov3CgHfxDgg_UhVrdOFun4A6PaNSISfrydY81...VY4QILUE	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
45	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR1hgqUK9x9HnKEH2C3TPk2Xa4abFYaCmH-w9JJEfkR...zUof5aHkSI	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
46	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR11MC4XVxd8YXIn9WafYdAJxf30POoqqskDnwUyUD1kPEP...NumpCZxqHQ	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
47	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR1treSFAvgpUVMJZfQa3rJgNICTVgnF0TevpxacUM_FisVYOAx...SHA1GcA	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
48	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR1uCoixNeZKms1z3ZwpkrlH6PRR4LJYE5XubAa4n_JYALTfG...7innX1uM	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
49	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR2eKpx2ckil-wu59ecVyB3aLbWjewP8v1ITobGbEM5X8Wyuad...hjqzqIMUK	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
50	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR2oStauj9AIG_Q6qwJvKOrYBud6ix0MMAy-3nekupH_O_7EX...PmwUDEVw	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
51	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR2qx-QbknB5aObBfL60tN7stXddWLXc7PlhpcpEnWn9jwtkQ...EO5ofZM	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
52	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR2smI3Bq1XP9fCINN1BzbGSp5rmsO4X80cJM3CbxP3Xr2f3...inWNXJx0vt	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
53	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR3P7SnEtka_ZvsqbSM-fovlAm-EwGdJuz7bWERT_sB2Koj...cpeAycXO	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
54	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR3XxLTcWaw-6zcNJLXTfEmav4zV5VEVajPK3UqtXUJzG0...SAbOVhkk	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
55	/404/index.php	1	(0.01%)	1	(0.01%)	00:00:25	1	0.00%	0.00%	\$0.00	(0.00%)
56	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR0t4XGhIGD7Efi2cveHvTKDd9lghFzJ5y4KAYvbd1K_Z6RuvwZeMbxze...n	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
57	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR0XLuMbbElpVwp04YKXUE8HD4k4XkBL_8wxaMJ10TvwZdDrFXl9R..._s0	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
58	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR18NSVmuEhbBA0xyTYwtqjhgDSBNX0A6OVON9Y16nrkdNzS4C1m...JzuCk	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
59	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR24SHTxbOfIKcf7NEiaA4wPs-w6VTDt0satCPKF1AjhQCAyYj8nOCmy...U	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
60	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR2Of0ZeGf_SZOSdW2uJl1SBomJlfdWLTW2FG5J7RgAqKXvEmETyJn...H_w	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
61	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR2S1Wg5MBGWH_-VP3_WN8bkqCqHqDavgldqyDf2PUIoUwugJDrkRga...nbGs	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
62	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR2urZYbyd1qhZtrXCWl6eCyAQzEzc9LkfnWHAz4LbCIVMibzGtrUMK07...Q	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
63	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR2UikFnneCNG-A-15BmsmNvV9CneDbywGq1yZymUXELrPPsu23...uHo	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
64	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR2VkkueJ3lYw7sBSFYwf-ofQeAIwRHkhwszhebGCPvCbgbYfUDNlOyc...Ps	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
65	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR39mrb5Pd9i0NZ1uWxvtbakBn6kKSbimUP_CU7k1QWb9vChOUSR_fiic...i	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
66	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR3h_VQ-govRMOdGGhc847Ums5A1uWq3zRiEA0V8cZ0loP0DKYrKlqu...otU	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
67	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR3Z2hHbCpA3NOAQ5HNk7DnyMpZjppUEdvmxXCl8_K6_B7HYSArUn3V...v1U	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
68	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR3Z2H1xiqM_gDA6QDPEUjszZhbtsodzLIPwWbjMZpRimWzHQwhX...Uy1A	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)
69	/chlonde/index.php?fbclid=IwAR3ZorVucNIS5aLWdYp4y7UuHkcbMPZ5Gyc-0sUUKN8X6Rvwd-INyDEI4o	1	(0.01%)	1	(0.01%)	00:00:00	1	100.00%	100.00%	\$0.00	(0.00%)

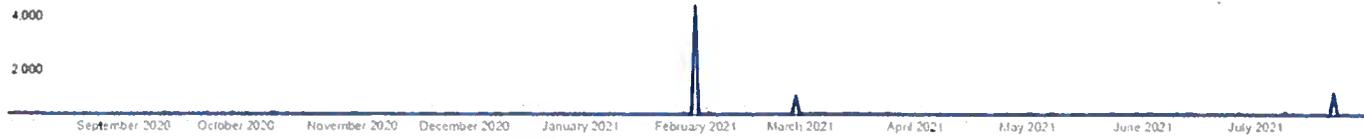
Pages

All Users
100.00% Pageviews

Aug 1, 2020 - Jul 31, 2021

Explorer

Pageviews
6,000



Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	18,600 (100.00%) (18,600)	15,051 (100.00%) (15,051)	00:01:30 Avg for View (00:01:30) (0.00%)	12,112 (100.00%) (12,112)	70.57% Avg for View (70.57%) (0.00%)	65.12% Avg for View (65.12%) (0.00%)	\$0.00 (0.00%) (0.00)
1. /index.php	5,189 (27.90%)	3,660 (24.32%)	00:01:03	3,517 (29.04%)	45.95%	54.02%	\$0.00 (0.00%)
2. /bot-traffic/icu	4,055 (21.80%)	3,300 (21.93%)	<00:00:01	3,300 (27.25%)	77.18%	81.38%	\$0.00 (0.00%)
3. /the-hot-springs-of-truth-or-consequences/index.php	2,799 (15.05%)	2,559 (17.00%)	00:02:46	2,552 (21.07%)	87.03%	86.60%	\$0.00 (0.00%)
4. /geronimo/index.php	1,484 (7.98%)	1,336 (8.88%)	00:02:59	1,162 (9.57%)	85.46%	77.83%	\$0.00 (0.00%)
5. /northern-route/index.php	981 (5.27%)	803 (5.34%)	00:01:57	127 (1.05%)	78.74%	34.56%	\$0.00 (0.00%)
6. /southern-route/index.php	919 (4.94%)	778 (5.17%)	00:02:37	271 (2.24%)	80.07%	51.58%	\$0.00 (0.00%)
7. /on-the-no-grande/index.php	791 (4.25%)	701 (4.66%)	00:02:19	193 (1.59%)	82.90%	50.57%	\$0.00 (0.00%)
8. /tour-and-travel-advice/index.php	740 (3.98%)	584 (3.90%)	00:01:49	110 (0.91%)	80.91%	46.22%	\$0.00 (0.00%)
9. /virtual-tour/index.php	439 (2.36%)	326 (2.17%)	00:01:13	180 (1.49%)	41.11%	35.08%	\$0.00 (0.00%)
10. /contact-us/index.php	194 (1.04%)	152 (1.01%)	00:01:24	92 (0.76%)	52.17%	48.45%	\$0.00 (0.00%)
11. /about-the-byway/index.php	170 (0.91%)	111 (0.74%)	00:01:33	35 (0.29%)	62.86%	35.29%	\$0.00 (0.00%)
12. /ghost-towns-of-sierra-county/index.php	161 (0.87%)	146 (0.97%)	00:01:50	96 (0.79%)	66.67%	56.52%	\$0.00 (0.00%)
13. /a-day-in-hillsboro-new-mexico/index.php	122 (0.66%)	113 (0.75%)	00:03:50	110 (0.91%)	90.00%	87.70%	\$0.00 (0.00%)
14. /lake-valley-back-country-byway/index.php	101 (0.54%)	84 (0.56%)	00:03:29	83 (0.69%)	77.11%	72.28%	\$0.00 (0.00%)
15. /byway-photos/index.php	74 (0.40%)	64 (0.43%)	00:01:31	16 (0.13%)	56.25%	43.24%	\$0.00 (0.00%)
16. /short-and-sweet-day-drives-caballo-lake-state-park/index.php	50 (0.27%)	42 (0.28%)	00:02:55	42 (0.35%)	78.57%	76.00%	\$0.00 (0.00%)
17. /chloride/index.php	40 (0.22%)	39 (0.26%)	00:01:12	39 (0.32%)	92.31%	90.00%	\$0.00 (0.00%)
18. /about/index.php	38 (0.20%)	25 (0.17%)	00:00:28	6 (0.05%)	83.33%	21.05%	\$0.00 (0.00%)
19. /management-plan/index.php	38 (0.20%)	37 (0.25%)	00:04:05	15 (0.12%)	100.00%	73.68%	\$0.00 (0.00%)
20. /break-for-springs-in-sierra-county/index.php	20 (0.11%)	19 (0.13%)	00:02:08	18 (0.15%)	61.11%	60.00%	\$0.00 (0.00%)
21. /about/partners/index.php	16 (0.09%)	9 (0.06%)	00:01:15	5 (0.04%)	100.00%	50.00%	\$0.00 (0.00%)
22. /blog/index.php	9 (0.05%)	9 (0.06%)	00:00:44	5 (0.04%)	60.00%	55.56%	\$0.00 (0.00%)
23. /2019-holiday-events-on-the-geronimo-trail/index.php	7 (0.04%)	6 (0.04%)	00:03:51	4 (0.03%)	100.00%	85.71%	\$0.00 (0.00%)
24. /about-the-byway/board-of-directors/index.php	7 (0.04%)	7 (0.05%)	00:00:41	3 (0.02%)	100.00%	57.14%	\$0.00 (0.00%)
25. /introduction/index.php	6 (0.03%)	6 (0.04%)	00:00:00	6 (0.05%)	100.00%	100.00%	\$0.00 (0.00%)
26. /short-sweet-day-drives-enle/index.php	6 (0.03%)	5 (0.03%)	00:12:45	5 (0.04%)	80.00%	83.33%	\$0.00 (0.00%)
27. /about/board-of-directors/index.php	5 (0.03%)	4 (0.03%)	00:00:14	2 (0.02%)	100.00%	60.00%	\$0.00 (0.00%)
28. /envira/geronimo-trail-visitor-center/index.php	3 (0.02%)	3 (0.02%)	00:00:04	2 (0.02%)	100.00%	66.67%	\$0.00 (0.00%)

30.	/index.html	🔗	3 (0.02%)	1 (0.01%)	00:00:03	1 (0.01%)	0.00%	33.33%	\$0.00 (0.00%)
31.	/northern-route/index.php?_sm_pdc=1&_sm_rid=kS65V79ns3HRHNMLJF7HP6NnP07JPV7RQM0Vr	🔗	3 (0.02%)	1 (0.01%)	00:01:48	0 (0.00%)	0.00%	0.00%	\$0.00 (0.00%)
32.	/side_trip_4.html	🔗	3 (0.02%)	2 (0.01%)	00:05:42	2 (0.02%)	0.00%	0.00%	\$0.00 (0.00%)
33.	/virtual-tour/index.php?_x_tr_sl=en&_x_tr_tl=de&_x_tr_hl=de&_x_tr_plo=ajax,s,c,elem	🔗	3 (0.02%)	1 (0.01%)	00:00:12	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
34.	/virtual-tour/index.php?fbclid=IwAR0Q700y3zaD0hIyLh9M1QmofilenR0qg4S3vGwdokUSyPuvuVUvCV05ZA	🔗	3 (0.02%)	3 (0.02%)	00:00:00	3 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
35.	/author/gkeiley/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
36.	/author/oh-ronimo/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
37.	/author/sirblogs101/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
38.	/category/along-the-trail/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
39.	/category/along-the-trail/northern-leg/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
40.	/category/along-the-trail/rio-grande/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
41.	/category/along-the-trail/southern-leg/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
42.	/cool-off-on-the-geronimo-trail-scenic-byway-when-its-hot/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
43.	/envira/byway-scenes/index.php	🔗	2 (0.01%)	2 (0.01%)	00:00:09	2 (0.02%)	50.00%	50.00%	\$0.00 (0.00%)
44.	/geronimo-trail-scenic-byway/index.php	🔗	2 (0.01%)	2 (0.02%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
45.	/geronimo/index.php?fbclid=IwAR00efZGHB4bMikQn_G8IY11vTNY2rY2B4pkEV4L0ncVvaqv5EFFBz_pBU	🔗	2 (0.01%)	1 (0.01%)	00:00:18	1 (0.01%)	0.00%	50.00%	\$0.00 (0.00%)
46.	/geronimo/index.php?fbclid=IwAR1Jbg4shWau2iFFN_cXFyPvBrKfNmcSJB0s_vt20Po0D5-f92wcaH9mw	🔗	2 (0.01%)	1 (0.01%)	00:00:01	1 (0.01%)	0.00%	50.00%	\$0.00 (0.00%)
47.	/geronimo/index.php?fbclid=IwAR2D19ezcc28ZB12T5_C9QSNXn5T_VDPXeGq36b0CjC4jVOHuiLALs88g	🔗	2 (0.01%)	1 (0.01%)	00:03:58	1 (0.01%)	0.00%	50.00%	\$0.00 (0.00%)
48.	/index.php?_sm_pdc=1&_sm_rid=kS65V79ns3HRHNMLJF7HP6NnP07JPV7RQM0Vr	🔗	2 (0.01%)	1 (0.01%)	00:00:42	1 (0.01%)	0.00%	50.00%	\$0.00 (0.00%)
49.	/index.php?fbclid=IwAR3qWJwU90AbMULnDk6GYXJ5pVsMSklvzps6D0oWqWCCSj41E93IUDQsA	🔗	2 (0.01%)	1 (0.01%)	00:01:06	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
50.	/signin?context=popup&next=https://www.youtube.com/post_login	🔗	2 (0.01%)	2 (0.01%)	00:00:00	2 (0.02%)	100.00%	100.00%	\$0.00 (0.00%)
51.	/the-hot-springs-of-truth-or-consequences/index.php?fbclid=IwAR0t3-jggt0Euq97ue4Sg5stWNo3yE4t54_E7nhvHiwjPLPUE83g9nRXNo	🔗	2 (0.01%)	2 (0.02%)	00:00:08	1 (0.01%)	100.00%	50.00%	\$0.00 (0.00%)
52.	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR0cd6ue9Y1e7QRZyucZhm_95ixD3_c1f6Yr3gahF6uhYVB047ySxxLnV8	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
53.	/2019-holiday-events-on-the-geronimo-trail/index.php?fbclid=IwAR0EpEVjL_xD20ZsAXNkSSzNIFgos_HvLXr6NC2tuyKjQIHLDpW4KW0	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
54.	/404/index.php	🔗	1 (0.01%)	1 (0.01%)	00:00:04	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
55.	/about-the-byway/partners/index.php	🔗	1 (0.01%)	1 (0.01%)	00:01:18	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
56.	/articles/sierracounty_snm/article.html	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
57.	/black_range_scenic_area.html	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
58.	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR3K1b7r7l3JcKoaq4WHugd5M0cpnTxWmu9eXBjGyYPBYJ8vEUxWR90FEU	🔗	1 (0.01%)	1 (0.01%)	00:00:00	0 (0.00%)	0.00%	100.00%	\$0.00 (0.00%)
59.	/break-for-spring-in-sierra-county/index.php?fbclid=IwAR3r3L19FvbxR-MxWL87zhzdrug3wh_rQBHyLISImWuR8ne57n407-SEDAs	🔗	1 (0.01%)	1 (0.01%)	00:00:24	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
60.	/cmp/cmp2018.pdf	🔗	1 (0.01%)	1 (0.01%)	00:00:20	1 (0.01%)	0.00%	0.00%	\$0.00 (0.00%)
61.	/envira/hot-springs/index.php	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
62.	/envira/lake-valley-cemetery/index.php	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
63.	/geronimo/index.php?back=https://www.google.com/search?client=saf&as_qdr=all&as_occt=any&safe=active&as_q=Can+you+tell+me+about+the+Geronimo+Indian+and+Arizona+New+Mexico&channel=apl&source=8-app1&hl=en	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
64.	/geronimo/index.php?back=https://www.google.com/search?client=saf&as_qdr=all&as_occt=any&safe=active&as_q=where+is+Geronimo+mountains&channel=apl&source=8-app1&hl=en	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
65.	/geronimo/index.php?fbclid=IwAR06zM9aoCfdqhz3hflykPVI7kDZwXP70ovrouK4pDuBjBukoU7QewQ	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
66.	/geronimo/index.php?fbclid=IwAR0Dnja5YFF3598wvGO6QfBovFeoWzCWaMNeSzSQYiYQC_306FsTehYDF8	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
67.	/geronimo/index.php?fbclid=IwAR0i4R-v5RFwhYao85K0zHNwS45F4LjnrBdDoeSUSLr2JNqNRGMjlrEj_Wc	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
68.	/geronimo/index.php?fbclid=IwAR0izjN-9VPhb-Nph4jCKa94lirV44cre_PkMuehwQOXfKHojdOaqHeGpcM	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
69.	/geronimo/index.php?fbclid=IwAR0jWFNNyXY_JFRUv1ocxTWODoM4Dn64UWytUuuhAQKraLeqL2_NAuhUj0	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
70.	/geronimo/index.php?fbclid=IwAR0MuNvjWJXXeQnVKKkj1NCIMUjHW7IVfUJqkVMGyYtXNZFnN86DlRqLte	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)
71.	/geronimo/index.php?fbclid=IwAR0VWCEyyksATfmuUPDSOzPT4HX8Q5QY5wW7JpKp4LS1jC3FmwrQGOmms	🔗	1 (0.01%)	1 (0.01%)	00:00:00	1 (0.01%)	100.00%	100.00%	\$0.00 (0.00%)

[HOME](#)

Business Search

Corporations/LLC Search Results

Entity Name	DBA Name	Business ID#	Entity Type	State of Incorporation	Sovereign	Status	Date of Expiration
GERONIMO TRAIL SCENIC BYWAY		2004349	Domestic Nonprofit Corporation	New Mexico	N/A	Active	N/A

Total No. of Records: 1 Page 1 of 1

Partnerships/LLP Search Results

Entity Name	Business ID#	Entity Type	Registration/Reservation Date	Status	Date of Expiration
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No records to view.





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Geronimo Trail Scenic Byway

City

Truth or Consequences

State

NM ▼

Country

United States ▼

Search

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Showing **1-1** results of **1**

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Geronimo Trail Scenic Byway

EIN: 85-0460964 | Truth Or Consequences, NM, United States

Form 990-N

Items per page: 25 

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Additional information

- [Frequently asked questions - Exempt Organizations Select Check](#)
- [Revocations of 501\(c\)\(3\) Determinations](#)
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- [Tax Exempt Organization Search: Bulk Data Downloads](#)

Page Last Reviewed or Updated: 20-November-2020



Our Agency	Know Your Rights	Resolve an Issue	Other Languages	Related Sites
About IRS	Taxpayer Bill of Rights	Respond to a Notice	Español	U.S. Treasury
Work at IRS	Taxpayer Advocate Service	Independent Office of Appeals	中文 (简体) 中文 (繁體)	Treasury Inspector General for Tax Administration
Help	Civil Rights	Identity Theft Protection	한국어	USA.gov
Contact Your Local Office	Freedom of Information Act	Report Phishing	Русский	
Tax Stats, Facts & Figures	No Fear Act	Tax Fraud & Abuse	Tiếng Việt	
			Kreyòl ayisyen	
			English	

**CITY OF TRUTH OR CONSEQUENCES
LODGERS TAX ADVISORY BOARD
MINUTES
MONDAY, NOVEMBER 15, 2021**

REGULAR MEETING

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, November 15, 2021 at 12:00 pm.

CALL TO ORDER:

The meeting was called to order by Chairman Jake Foerstner.

ROLL CALL:

Jake Foerstner, Chairman
Gina Kelley, Vice-Chairman
Linda DeMarino, Member

ALSO PRESENT:

Tammy Gardner, Executive Assistant
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

Vice-Chairman Kelley made a motion to approve the agenda. Member DeMarino seconded the motion. Motion carried unanimously.

2. APPROVAL OF MINUTES: Regular Meeting of October 26, 2021.

Member DeMarino made a motion to approve the October 26, 2021 minutes. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. OLD BUSINESS:

a. Discussion/Review: Lodgers Tax Award Tracking Sheet for October 26, 2021.

The board reviewed the tracking sheet and moved forward with the next item on the agenda.

b. Discussion/Action: Geronimo Trail Scenic Byway Inc. 2021-2022 Lodgers Tax Application. Request for Brochure Funding.

LaRena Miller the Executive Director, was present to answer any questions from the board. She explained the printing for the brochures would be in the amount of 10,000 copies and she estimated the lot should last a couple of years. She noted that they are distributed to Old Town Albuquerque, Silver City, and to the T or C Visitors Center rack. Information packages are sent out from the Visitors Center. The board suggested updating all the information racks in the surrounding county area. The board would like to see some sort of tracking for the brochures on the website by possibly adding a URL link. The board would also like to see the brochures with updated information before going to print.

Member DeMarino made a motion to approve the \$2,500.00 in funding for the Geronimo Trail Scenic Byway printing with the inclusion of a URL on the website to help with tracking of the brochure. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

c. Discussion/Action: Sierra County Arts Council. 2021-2022 Lodgers Tax Application.

Cary "Jagger" Gustin was present to answer questions in regards to his funding request for \$2,350.00. Request breakdown is as follows; \$1,150.00 for printing service and \$1,200.00 for website service.

1. Printing Funding - The board first discussed the funding request for the printing service. The board requested that Mr. Gustin revisit his current vendor for a new quote, in addition to reaching out to a local vendor who may be able to offer a more competitive price. They also suggested reaching out to another local resident who may provide some free assistance to add a unique URL to the brochure for tracking purposes.

Member DeMarino made a motion to approve a partial request for \$450.00 to reprint brochures with a unique URL added to the layout design for tracking purposes. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

2. Website Hosting Funding - The board then moved onto discussions regarding the funding request for a one year contract for website hosting, domain service, maintenance, and development. The board was not able to award the full funding request. They prorated the request and did a partial award for this fiscal year also requesting a unique URL be added to the website. Mr. Gustin was advised to re-apply in July for the full amount for the whole fiscal year.

Vice-Chairman made a motion to approve a partial award for \$700.00 host website, design work, and maintenance with the provision they incorporate URL's that can be used on the brochures as well. They also recommended that the Sierra County Arts Council re-apply in July for an entire fiscal year next year. Member DeMarino seconded the motion. Motion carried unanimously.

d. Discussion/Action: Procedure for Implementing Lodgers Tax Collection on Short Term Rentals. Gina Kelley, Vice-Chairman

This item was tabled until Bruce Swingle, City Manager can be present to help discuss and advise the board on how the City would like to move forward with the collection process of Lodgers Tax from Short Term Rentals.

5. NEW BUSINESS:

- a. **Discussion/Action: Set meeting date and time for December 2021.**

The board discussed and decided there would be no meeting scheduled for December 2021.

Member DeMarino made a motion to approve that no meeting will be scheduled for December 2021. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

- b. **Discussion/Action: Set meeting dates and times for all future meetings starting January 2022.**

The board discussed and agreed to move the regular meetings to Monday's to help accommodate staffing conflicts. The new meeting dates will be the third Monday in the following months for 2022; January 24th, March 28th, May 23rd, July 25th, September 26th, and November 28th.

Member DeMarino made a motion to approve all of the stated dates for 2022. Vice-Chairman seconded the motion. Motion carried unanimously.

6. REPORTS FROM THE BOARD:

There were no reports from the board.

7. REPORTS FROM STAFF:

There were no reports from the staff.

8. ADJOURNMENT:

There being no further business to come before the Lodgers Tax Advisory Board, Chairman Foerstner made a motion to adjourn the meeting. The meeting was adjourned.

PASSED AND APPROVED ON THIS 24th DAY OF JANUARY 2022.

Jake Foerstner, Chairman
Lodgers Tax Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.11

SUBJECT: Commitment of Local Funds for SJOA Senior Citizens Program
DEPARTMENT: City Manager's Office
DATE SUBMITTED: December 6, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Discuss/Approve commitment of local funds for SJOA Senior Citizen Program

Recommendation:

Approve

Attachments:

- Commitment of Local Funds Letter
- .

Fiscal Impact (Finance): Yes

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: [Click here to enter text.](#)

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

Approved Denied Other: [Click here to enter text.](#)

File Name: CC Agendas 12-15-2021



Commitment of Local Funds

My name is B. SWINGLE and I have the authority to represent the
City/County of T O R C as it relates to the contents of this
document.

For Fiscal Year 2022-2023 we are committed to contribute a total of:

\$ _____ to the SJOA Senior Citizens Program.

This contribution is *not* an in-kind resource.

If for any reason this commitment is not able to be met by the City/County of:

T O R C. We will submit a letter of justification.

BRUCE SWINGLE
Print Name

CITY MANAGER
Print Title

Signature

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.12

SUBJECT: Accept donation from the County of Sierra for the Generac SG0100 105kW LP backup generator located on Water Tank Hill

DEPARTMENT: City Manager's Office

DATE SUBMITTED: December 8, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Discussion/Action of the donation of the Generac SG0100 105kW LP backup generator location on Water Tank Hill from the County of Sierra to the City of Truth or Consequences.

Recommendation:

Approve

Attachments:

- Letter from the County of Sierra
- Pictures

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. [Click here to enter text.](#)

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File Name: CC Agenda 12-15-2021

State of New Mexico

Shelly Trujillo
County Clerk
575-894-2840

Candice Chavez
County Treasurer
575-894-3524

Michael Huston
County Assessor
575-894-2589

Thomas Pestak
Probate Judge
575-894-2840



855 Van Patten
Truth or Consequences, New Mexico 87901

Charlene Webb
County Manager
575-894-6215, 575-894-9548 fax

County of Sierra

James Paxon
District 1
575-894-6215

Travis Day
District 2
575-894-6215

Hank Hopkins
District 3
575-894-6215

Glenn Hamilton
Sheriff
575-894-9150

December 3, 2021

Bruce Swingle
City Manager
505 Sims St.
Truth or Consequences, NM 87901

Dear Mr. Swingle,

The County of Sierra would like to transfer the Generac SG0100 105kW LP backup generator located on Water Tank Hill, to the City of Truth or Consequences. As you are aware, Sierra County Regional Dispatch Authority along with all County offices are in the process of moving to 1712 N. Date St. The County's communication equipment will also be transferred from Water Tank Hill to the new location and installed in the facility. SCRDA has purchased and installed a new backup generator to support the County's communication equipment at 1712 N. Date St.

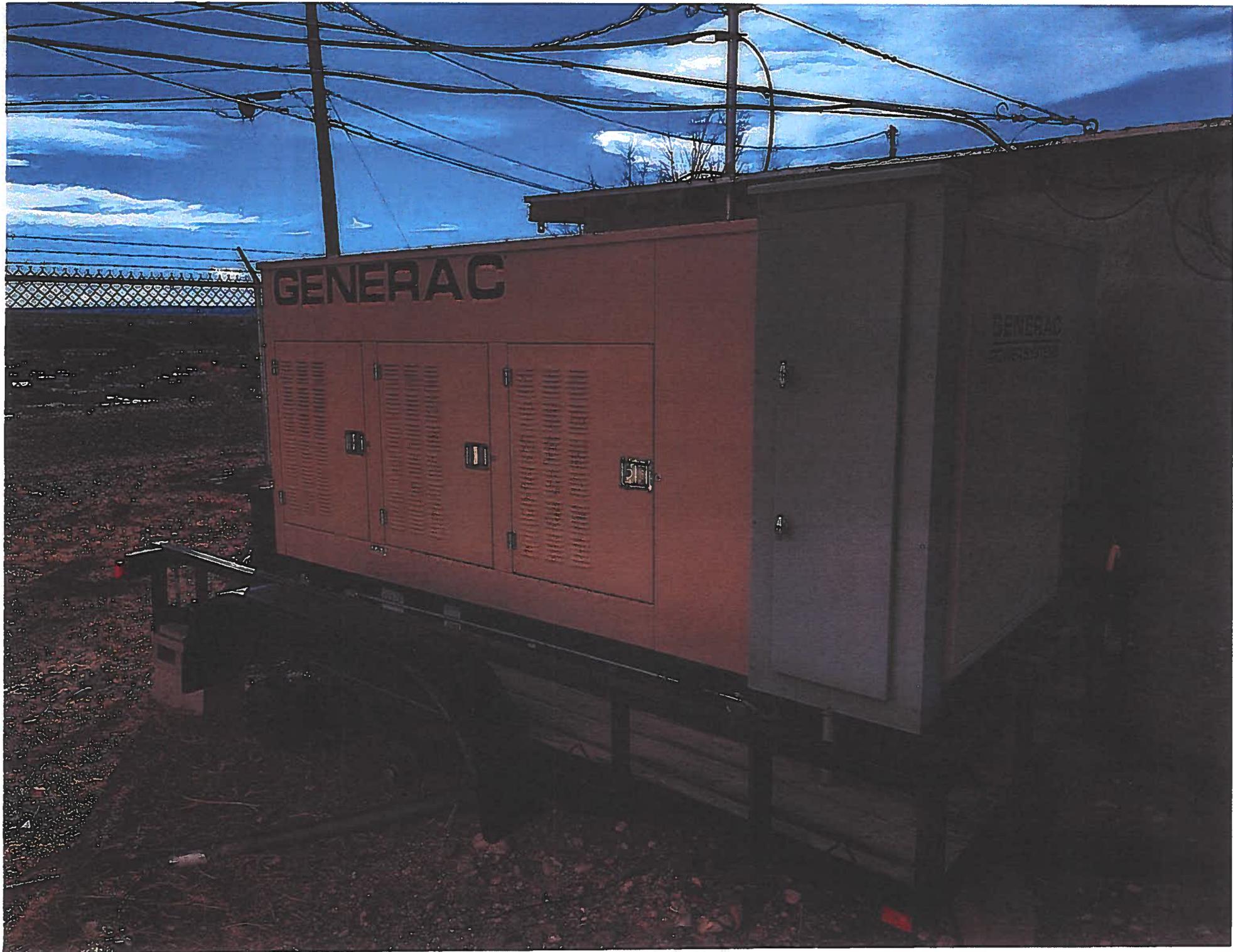
The County of Sierra desires to ensure the effective operations of the Truth or Consequences communications system and would prefer the City's communication equipment remain intact and unaltered with the availability of a continued backup power supply.

Please consider the transfer of this equipment from the County of Sierra to the City of Truth or Consequences.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Williams". The signature is fluid and cursive, with a prominent initial "R" and "W".

Ryan Williams
Emergency Services Administrator
Sierra County, NM





GENERAC
POWER SYSTEMS

120V
15A

120V
15A

120V
15A

120V
15A

FUSES
LOCATED
INSIDE

GENERAC

Unit Number	1234567
Serial Number	123456789
Model Number	12345678
Rated Voltage	120V
Rated Current	15A

120V
15A

120V
15A

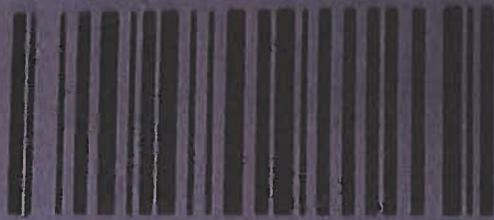
120V
15A

120V
15A

WARNING

DO NOT TOUCH

2518



GENERAC SG0100 105KW LP
VAPORED



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: December 15, 2021

Agenda Item #: H.13

SUBJECT: Discussion regarding the use of the Ralph Edwards Civic Center
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: December 9, 2021
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

This item is to discuss the use of the Ralph Edwards Civic Center.

Recommendation:

None.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Click here to enter text.

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 12-15-2021