

*Amanda Forrister*  
*Mayor*

*Rolf Hechler*  
*Mayor Pro-Tem*

*Merry Jo Fahl*  
*Commissioner*



*Destiny Mitchell*  
*Commissioner*

*Shelly Harrelson*  
*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. 3<sup>RD</sup> ST., ON WEDNESDAY, FEBRUARY 9, 2022; TO START AT 9:00 A.M.

### A. CALL TO ORDER

### B. INTRODUCTION

#### 1. ROLL CALL

Hon. Amanda Forrister, Mayor  
Hon. Rolf Hechler, Mayor Pro-Tem  
Hon. Merry Jo Fahl, Commissioner  
Hon. Destiny Mitchell, Commissioner  
Hon. Shelly Harrelson, Commissioner

#### 2. SILENT MEDITATION

#### 3. PLEDGE OF ALLEGIANCE

#### 4. APPROVAL OF AGENDA

### C. PRESENTATIONS (10 Minutes):

1. Presentation: Certificate of Appreciation to Denise Addie and her group for the Toys for Kids Event. Mayor Forrister
2. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle
3. Presentation: Presentation of a community Cat Trap-Neuter-Return (TNR) program. Diane Lombardo

### 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, January 26, 2022
2. Acknowledge Regular Lodgers Tax Advisory Board Minutes, November 15, 2021
3. Acknowledge Regular Library Advisory Board Minutes, January 31, 2022
4. Accounts Payable, January 2022
5. Subrecipient Fiscal Year 2021/2022 2<sup>nd</sup> Quarter Reports

## G. PUBLIC HEARINGS

1. Public Hearing/Discussion/Action: Public Hearing and approval of the issuance of a Beer and Wine Liquor License with on premises only consumption, at the Outer Edge Pizzeria located at 719 Main Street, Truth or Consequences, New Mexico. Application No. is 1214846. Angela A. Torres, City Clerk
2. Public Hearing/Discussion/Action: Final Adoption 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. Chris Muirhead, Modrall Sperlberg
3. Public Hearing/Discussion/Action: Final Adoption 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. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 42 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 44 21/22 Finance Authority Colonias Loan/Grant CIF-5550 to the City of Truth or Consequences. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Resolution No. 45 21/22 City of Truth or Consequences, PG-5240, Proposed Closing Timeline. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Resolution No. 46 21/22 for the Sale of Surplus Property to be sold at the March 15, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. Angela A. Torres, City Clerk
5. Discussion/Action: Resolution No. 47 21/22 pertaining to Animal Shelter Fees. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Publication of Ordinance No. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings. Traci Alvarez, Assistant City Manager
7. Discussion/Action: Publication of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances pertaining to registered businesses within the city limits. Traci Alvarez, Assistant City Manager

## I. NEW BUSINESS

1. Discussion/Action: Review and approval of take-home vehicle form from the Electric Department. Angela A. Torres, City Clerk
2. Discussion/Action: Agreement Amendment with Bohannon Huston for Engineering Services. Carol Kirkpatrick, Finance Director
3. Discussion/Update: Budget Information to Commission. Carol Kirkpatrick, Finance Director
4. Discussion/Action: Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the United States Marshal's Office. Victor Rodriguez, Chief of Police

## 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](mailto: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, February 7, 2022.**

*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 FEBRUARY 23, 2022**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: C.1

**SUBJECT:** Certificate of Appreciation to Denise Addie and her group for the Toys for Kids Event.  
**DEPARTMENT:** Clerk's Office  
**DATE SUBMITTED:** February 3, 2022  
**SUBMITTED BY:** City Clerk Torres  
**WHO WILL PRESENT THE ITEM:** Mayor Forrister

**Summary/Background:**

Certificate of Appreciation for the Toys for Kids Event.

**Recommendation:**

None. Presentation Only.

**Attachments:**

- None.
- .

**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. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 2-09-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: C.2

**SUBJECT:** Presentation of Service Anniversary Awards.

**DEPARTMENT:** Finance

**DATE SUBMITTED:** January 27, 2022

**SUBMITTED BY:** Alona Niebergall

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

**Summary/Background:**

Anniversary Awards will be presented to the following employees for various years of service with the City of Truth or Consequences.

Tammy Gardner – 5 years

Kerin Salcedo – 14 years

Anthony Zagorski – 9 years

Tara Manning – 2 years

Henry Flores – 2 years

**Recommendation:**

None. Presentation Only.

**Attachments:**

N/A

**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. . Ordinance No. .

Continued To: . Referred To: .

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

File Name: CC Agendas 2-9-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: C.3

**SUBJECT:** Presentation of a community Cat Trap-Neuter-Return (TNR) program.

**DEPARTMENT:** Member of the Public

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Diane Lombardo

**WHO WILL PRESENT THE ITEM:** Diane Lombardo and Majie Powey

**Summary/Background:**

The Animal Control Officer has been ticketing people for feral cats. The purpose of the presentation is to present an alternative method which involves a Community Cat Trap-Neuter-Return (TNR) program.

**Recommendation:**

Use the proven Trap-Neuter-Return (TNR) program.

**Attachments:**

- Trap-Neuter-Return (TNR) program Info
- .

**Fiscal Impact (Finance):** No

N/A

**Legal Review (City Attorney):** No

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

File Name: CC Agendas 2-9-2022



# How to Draft a Lifesaving Cat Ordinance with Trap-Neuter-Return

Guide/How-to | Cats and the Law

Share:

Since our founding in 1990, Alley Cat Allies has helped thousands of communities draft and implement successful Trap-Neuter-Return (TNR) ordinances and policies. Many of these communities have successful TNR and Shelter-Neuter-Return (SNR) policies and practices that are not spelled out in their local laws—and that's okay! **You don't need a law to practice TNR or SNR.**

In other communities, however, outdated ordinances are a barrier to TNR and need to be changed. Some local lawmakers and advocates may also want to codify their support of TNR.

Because of our experience and expertise, we are regularly contacted by communities and legislative bodies across the country that seek our input on ordinances. They ask us to both review draft ordinances and suggest appropriate language for those drafts.

Below are the guidelines we follow when evaluating and drafting an ordinance to make sure it reflects good public policy and values the lives of cats.

When you create an ordinance, there may be state laws relevant to your proposals. You should always review your state law to make sure you aren't suggesting something that would create a conflict.

Although ordinances vary, we have found three elements that are critical to success.

## 3 Elements for a Successful Cat Lifesaving Ordinance

### 1. Accurate and straightforward definitions; strong implementation language

#### Definitions

##### Cat

A member of the domestic species *Felis Catus*.

##### Community Cat

A member of the domestic species *Felis Catus* and shall mean a free-roaming cat who may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral.

*Explanation:* "Community" is an adjective that modifies the noun "cat." Having defined "cat," the task of defining "community cat" is reduced to defining "community."

Feral and community cats are distinguished from pet cats because they are less socialized to humans, meaning they

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are unadoptable and usually killed in animal shelters that do not have a lifesaving TNR or SNR program in place. Community cats are not wildlife.

### **Community Cat Caregiver**

A person who, in accordance with a good faith effort to conduct Trap-Neuter-Return, provides care. This care includes providing food, shelter, or medical care to a community cat. However, community cat caregivers are not the owner, harbinger, controller, or keeper of a community cat.

### **Owner**

Owner does not include community cat caregiver. *Explanation:* It is important to clarify in the animal control code that the definition of "owner" does not include "community cat caregivers."

The ordinance should define exactly what a community cat caregiver is. Community cat caregivers neither create nor maintain the outdoor cat population. Thus it is unfair to impose on them fines, fees, and other costs of ownership that the law imposes on owners. Community cat caregivers are volunteer good Samaritans.

### **Eartipping**

The removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian.

Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies. *Explanation:* It is important to define both the process of eartipping as well as what an eartip means in every TNR ordinance.

Because eartipping is a universally accepted method to identify a spayed or neutered and vaccinated community cat, it is vital that all eartips are performed in a similar fashion so the end results are consistent. Thus, defining the process of eartipping is needed in the ordinance.

Defining an eartip is also essential because it is the distinguishing feature between a sterilized, vaccinated community cat and an unsterilized, unvaccinated community cat.

Every individual in the community should understand what it means when they see an eartipped cat.

Additionally, community cats may interact with a variety of caregivers, veterinarians, and animal control personnel during their lives, so immediate visual identification is necessary to prevent an unnecessary second trapping and surgery.

### **Trap-Neuter-Return**

The nonlethal process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning community cats to their original location.

## **Implementation**

1. Trap-Neuter-Return shall be permitted to be practiced by community cat caregivers, organizations, and animal



control, in compliance with any applicable federal or state law. As a part of Trap-Neuter-Return, spay or neuter and vaccination for rabies shall take place under the supervision of a licensed veterinarian.

2. A trapped eartipped cat will be released on the site where trapped unless veterinary care is required. An [eartipped cat](#) received by a shelter or animal control will be returned to the location where trapped unless veterinary care is required.

3. Community cat caregivers are empowered to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out Trap-Neuter-Return and/or returning eartipped community cats to their original locations.

4. A community cat caregiver who returns a community cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.

5. Trap-Neuter-Return shall be the preferred disposition for impounded community cats. Animal control and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats to a [Trap-Neuter-Return program](#).

*Explanation:* These additional provisions implement and clarify the intent of the ordinance. This is where your careful crafting of definitions will pay off.

### **Shelter-Neuter-Return**

Increasingly, animal shelters are realizing that they can be a part of TNR programs—which are then termed Shelter-Neuter-Return (SNR) or Return-to-Field (RTF) programs.

Implementation of these programs results in a rapid and pronounced decrease in shelter intake and euthanasia. More ordinances should encourage or require, rather than simply permit, Shelter-Neuter-Return for impounded cats.

### **Important Note**

Some local ordinances have so-called “leash laws” or at-large provisions, as well as licensing requirements that apply to cats. These are incompatible with TNR.

“Leash laws” or at-large provisions prohibit cats from being off the property of their owner unless under the direct control of the owner or another individual. This type of provision operates on the premise that cats being outdoors and free-roaming is illegal. Thus any cat—owned or unowned—is at risk of being impounded by animal control and potentially euthanized.

Removing at-large provisions or leash laws, or exempting community cats from this type of provision, allows healthy community cats to go through a TNR program and continue to live and thrive in their outdoor homes. It also reduces the threat of owned companion cats who wander outside being impounded and killed in shelters.

Licensing provisions typically require that cats are registered with the locality and wear a collar and tag. This is an impractical and unsafe requirement for community cats. Similar to the issue with at-large



provisions, any cat without a tag becomes a target for impoundment by animal control and many are ultimately euthanized.

Licensing programs have notoriously low rates of compliance, are expensive to run, and do nothing to ensure cats are spayed or neutered and vaccinated. Licensing is also ineffective at reuniting cats with their owners.

A study by the National Council on Pet Population Study and Policy found that animal shelters only reunited two percent of impounded cats with their owners. Licensing provisions should be removed or community cats should be exempt from them.

## 2. Mandatory record-keeping and reporting of intake and disposition data

To ensure government accountability and transparency, all animal shelters should be required to (1) record the intake and disposition of each animal entering their facilities; and (2) report the totals, by species, to elected officials and to the general public.

**Explanation:** The taxpaying public continues to demand greater accountability for the use of limited tax dollars. The common question is “What am I getting for my money?”

To answer this question in the context of shelters, a growing number of states mandate record-keeping and reporting requirements for those facilities. Such requirements are the first critical step for the facilities themselves, as well as the legislators and the public, to evaluate their performance.

The data reported provides answers to questions like: How many cats are returned to their owners, how many are adopted, how many are killed—and at what cost?

Ultimately, this data allows concerned community members to evaluate whether public resources can be more effectively and humanely used. The knowledge that shelter data must be recorded and reported to the public is also a strong incentive for shelters to implement more effective, humane policies that protect the cats in their care.

When shelters know that the public is watching and can question them, their performance improves.

If your state does not require adequate record-keeping and reporting, consider adding these provisions into your local ordinances.

## 3. Incentives to promote sterilization and vaccination

Alley Cat Allies has found that incentives are far more effective than punishments in convincing the community to support TNR and aid the population of community cats. We encourage communities and legislative bodies to offset the costs community cat caregivers incur for sterilization and vaccination of cats during the TNR process.

Offsets can be accomplished through a voucher program or through making the caregivers eligible for low-cost sterilization and vaccination clinics that the local government provides. Such programs *should not* include registration or permit requirements.



Alley Cat Allies has repeatedly found that requiring community cat caregivers to identify themselves and/or their colonies to animal control is a surefire way to ensure such programs fail. Under those circumstances, these programs have high administrative costs and low participation and deter would-be caregivers from getting cats spayed and neutered in their communities.

A mandatory spay/neuter provision is also ineffective at increasing the sterilization rate of cats because it targets pet cats—the majority of whom are already sterilized—and not community cats.

It also punishes lower-income households, where cost is typically the reason a cat has not been spayed or neutered, and may increase the number of cats relinquished to a shelter or abandoned due to inability to comply with the law.

*Please note that these guidelines are offered to assist in writing ordinances. These guidelines do not constitute specific legal advice. Additionally, these guidelines are not meant to assist in defending against citations or enforcement actions by government officials. See our guide on how to handle a citation for help with such matters.*

## Model Lifesaving Cat Ordinance Template

BILL NO. xx-xx

ORDINANCE No. xxxx

**AN ORDINANCE ENACTING A NEW SECTION xx OF CHAPTER xx OF THE MUNICIPAL CODE, [Municipality, State]; AND FIXING AN EFFECTIVE DATE.**

**WHEREAS**, the [Board/Council] of the [City/County] of [Municipality, State] has determined that a process of trapping, sterilizing, vaccinating for rabies, eartipping, and returning cats to their original location is an effective and humane way to manage the population of cats within the [City/County]; and

**WHEREAS**, the [Board/Council] has determined that this process, known as Trap-Neuter-Return, is the preferred approach for managing the cat population, and that Trap-Neuter-Return shall be the prioritized disposition for any impounded community cats;

**NOW THEREFORE, BE IT ORDAINED BY THE [Board/Council] OF THE [CITY/COUNTY] OF [Municipality, state], AS FOLLOWS:**

**SECTION A.** That a new Section xx of Chapter xx, of the Municipal Code, [City/County] of [Municipality, State], is hereby enacted:

### **SECTION xx: MANAGEMENT OF CAT POPULATION; PERMITTED ACTS.**

**A. Definitions.** For purposes of this Section, the following terms shall have the following meanings:

1. “*Community Cat*” is a member of the domestic species *Felis Catus* and shall mean a free-roaming cat who may be cared for by one or more residents of the immediate area who is/are known or unknown; a community cat may or may not be feral. Community cats are not wildlife.
2. “*Community Cat Caregiver*” shall mean a person who, in accordance with and pursuant to a policy of Trap-Neuter-Return, provides care, including, food, shelter or



medical care to a community cat, while not being considered the owner, harborer, controller, or keeper of a community cat.

3. "*Eartipping*" shall mean the removal of the distal one-quarter of a community cat's left ear, which is approximately 3/8-inch, or 1 cm, in an adult and proportionally smaller in a kitten. This procedure is performed under sterile conditions while the cat is under anesthesia, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian. Eartips are designed to identify a community cat as being sterilized and lawfully vaccinated for rabies.
4. "*Trap-Neuter-Return*" shall mean the process of humanely trapping, sterilizing, vaccinating for rabies, eartipping, and returning community cats to their original location.

**B. Permitted Acts.** The following actions shall be permitted in [Municipality] as part of Trap-Neuter-Return:

1. Trapping, for the sole purpose of sterilizing, vaccinating for rabies, and eartipping community cats, in compliance with any applicable federal or state law, and under the supervision of a licensed veterinarian, where applicable.
2. An eartipped cat received by local shelters will be returned to the location where trapped unless veterinary care is required. A trapped eartipped cat will be released on site unless veterinary care is required.
3. Community cat caregivers are empowered to reclaim impounded community cats without proof of ownership solely for the purpose of carrying out Trap-Neuter-Return and/or returning eartipped community cats to their original locations.
4. A person who returns a community cat to its original location while conducting Trap-Neuter-Return is not deemed to have abandoned the cat.
5. Trap-Neuter-Return shall be the preferred disposition for impounded community cats. Animal control and the local shelter are authorized and encouraged to conduct Trap-Neuter-Return or to direct impounded community cats to a Trap-Neuter-Return program.

**SECTION B.** All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SECTION C.** This ordinance shall be in full force and effect from and after the date of its passage.

## REFERENCES FOR TRAP NEUTER SPAY RETURN AND VACCINATE

<https://www.animalleague.org/get-involved/spay-usa/feral-cat-program/> This is a program that helps individuals pay for surgery for feral animals they are helping feed.

<https://www.aspca.org/helping-people-pets/shelter-intake-and-surrender/closer-look-community-cats>

This discusses how TNR is the humane method of dealing with feral cat populations and how over time populations will decrease.

<https://www.humanesociety.org/resources/community-cat-program>

This is the Humane Society of the United States and their approach to Community Cats encouraging TNRV Trap Neuter Return and Vaccinate.

<https://www.animalhumanesociety.org/community-cats>

Again another reference of the advantages of TNR and vaccinating community or feral cats.

<https://sfhumanesociety.org/our-programs/gatos-de-santa-fe/>

There is an excellent discussion on the conditions that should be met to send ferals out to live as barn cats. Emphasizes that they need to be confined for several weeks to prevent them from trying to return home.

<https://www.alleycat.org/> They have a template for model ordinances to address feral cat populations.

CAAT has spayed and neutered more than 2000 animals since 2014. Of that approximately 60% were cats and at least 100 were feral and done at no cost to their feeders. It is important that we continue to do this to reduce the birth of more unwanted cats. On a personal level I have fostered more than 20 feral kittens at the building in Williamsburg since Oct 2020. They have all survived and gone on to homes where they are well loved. Feral kittens if they go to care before they are 5 months old become wonderful pets. Every kitten is spayed or neutered before adoption and fully vaccinated

**Subject:** my stats since starting Amazing Grayz Spay/Neuter Fund

**From:** Joyce Brodsky <scars87942@gmail.com>

**Date:** 2/2/2022, 5:26 PM

**To:** Majie Powey <Majiepow@windstream.net>

Began May of 2019 s/n 25 fostered kittens later sent to rescues or kept by fosters in 2019

2020 93 strays, the beginning of AVAC reduced price agreement

2021 295 strays

so far this year 53 as of 2/2

That is not counting the ferals we did for the shelter. Shelters animals were billed by the number of males and females. no indication of feral versus adoptable with AVAC's invoices.

22 colonies close to being completed in the county.....not just T or C.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, January 26, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** February 3, 2022  
**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 2-9-2022

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, JANUARY 26, 2022**

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Amanda 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. Amanda Forrister, Mayor  
Hon. Rolf Hechler, Mayor Pro-Tem  
Hon. Destiny Mitchell, Commissioner  
Hon. Merry Jo Fahl, Commissioner  
Hon. Shelly Harrelson, 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 Forrister called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Forrister called for Commissioner Fahl to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

**Mayor Pro-Tem Hechler moved to approve the agenda with the exception of item C3 being tabled until the next meeting, and item F4 being removed from the agenda as it was approved at the last meeting. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**C. PRESENTATIONS:**

**1. Presentation: Presentation of Retirement Plaque to Dale Sanders:**

David Johnson, Facility Maintenance Manager presented a Retirement Plaque to Dale Sanders who has been with the city off and on since 1978. He has been an outstanding employee, team member, and a great asset to the City of Truth or Consequences.

**2. Presentation: Presentation of Retirement Plaque to Scott Eversole:**

Andy Alvarez, Sanitation Director presented a Retirement Plaque dedicated to Scott Eversole for his 25 years of service with the City of Truth or Consequences. Throughout his career with the city, Scott worked departments, and he was a great asset to the city.

Scott unfortunately could not be there to accept the retirement plaque do to him being on a hunting trip.

**3. Presentation: Certificate of Appreciation to Denise Addie and her group for the Toys for Kids Event:**

Item was tabled.

**D. PUBLIC COMMENT (3 Minute Rule Applies):**

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

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

**E. REPORTS:**

**City Manager Swingle reported the following:**

- He thanked city staff for all of their hard work. All of the departments are working quite diligently through the pandemic. We are starting a recognition program for our staff that will more than likely be presented at the next meeting. We need to start recognizing staff for their achievements.
- They have the City Commission city office tour scheduled for February 3, 2022 from 8:00 a.m. to 4:00 p.m.
- He touched on the Commission retreat. He asked the Commission to provide him with any questions or concerns they may have, or any topics they would like to cover during the retreat. He is working right now to get a facilitator to facilitate the retreat for us because we don't want our Commission or staff to have to facilitate the retreat.
- He announced the vacancies on various city boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory

Greetings, Commissioners and Mayor. Welcome to your new positions.

I thank this body when an earlier Commission referred the Renewable ordinance for review back to the PUAB, due to issues I raised. F.5 on your agenda, but F.4 in the packet contains PUAB minutes of Dec 20, 2021. Please look at Infrastructure Goal 6 from the Comprehensive Plan that is attached to my PUAB comments. This is stated TorC policy on renewables.

A revised Renewable Ordinance will come before you soon. The version approved by the PUAB meeting on January 15 does not serve the best interests of the City nor Renewable Producers. The term, “with the intent of reducing their electric bill” as the sole reason one might want renewables is, to me, injurious, and contradicts your stated policy in Goal 6.

A key benefit renewable producers provide the City is unrecognized. Based on City summary reports, I have estimated last year's residential producer kilowatt hours the City collected. Up to 50 residential producers provided the City approximately 245,000 kWh. This is “donated” electricity which the City need not buy from Sierra Electric or WAPA. This reduces City expenses by about \$16,500. Here's a graphic. I project this will double in 2022. Commercial producers, such as the Brewery, also benefit the city by adding electricity to the City grid.

This is NOT EXCESS production. On sunny (windy) days most producers are not using all the electricity they collect, so with **net metering**, the meter runs backwards. This accumulation of 245,000 kWh the city, in turn, sold to our neighbors at full retail. At night or cloudy/non windy times a producer might be using more electricity from the City than their renewable system puts out. Then **meters run forward**. The critical terms “net metering” and “avoided costs” are not in the proposed ordinance. They should be. I look forward to meeting each of you to discuss this further.

Public Comment 1-26-2022

Madam Mayor and City Commissioners;  
Rick Dumiak  
705 Charles  
TorC NM 87901

Good Morning!

I am before you today to ask you to consider revisiting resolution 05 21/22.

Resolution 05 21/22 imposed a \$50.00 monthly electric meter reading fee on a few citizens that for a variety of reasons opposed the installation of a smart electric meter at their residence.

Resolution 05 21/22 was passed without any cost study or any due diligence being performed and the \$50.00 monthly reading fee is the highest meter reading fee in the entire nation!

Please, think about that. In a town where the median income is well below the national average we have the highest meter reading fee of any place else in the USA.

Truth or Consequences own Public Utility Advisory Board recommended a much lower monthly charge than the \$50.00 penalty fee we are currently paying.

Mind you this fee is for a service that never had a fee associated with it before the passing of 05 21/22, nowhere in our previous utility bills was there or had there been a monthly fee for reading the electric meters until now.

In a town where many of our residents are on a fixed income this \$50.00 monthly penalty fee creates an unnecessary hardship on a few residents that voiced their concerns and displeasure with the installation of a smart meter.

I hope you will consider revisiting resolution 05 21/22 and either waive the meter reading fee (which never existed prior to 05 21/22) and let the few residents that opted out of the smart meter self-read their meters and send that information to the city or if there is a meter reading fee let it be a fee that is fair and one where a true cost study has been performed and not just a number that was thought up as a way to punish a few concerned and vocal residents.

Thank you  
Rick Dumiak

## CITY COMMISSION JANUARY 26, 2022 REGULAR MEETING MINUTES

Board. We have two vacancies on the Lodgers Tax Advisory Board. We have two vacancies on the Impact Fee Advisory Board, and we have two vacancies on the Planning & Zoning Commission. We are also seeking a city representative for the Sierra Vista Hospital Governing Board. Those vacancies will be advertised, and posted on the city website.

- He announced that the city is giving away COVID rapid tests to the public at the Administrative Annex building, Monday through Friday, 8:00 a.m. to 5:00 p.m. So far we have handed out over 100 kits per day. The Governor's initial goal was to have one million tests done every two weeks in the state of New Mexico. Therefore we will do our part to make them available to the public.
- We have companies who are interested in two city owned cell towers. They are interested in getting long term perpetual leases for the properties that the towers sit on. We get those kinds of requests fairly often. However, they usually offer pennies to the dollar. We have two that we are working on right now that are pretty substantial in revenue to the city. Right now we are having the property surveyed and appraised. Appraisals seem to be a real drain on time because Traci is having a difficult time getting appraisers to come and appraise our properties. It is taking anywhere from 4-6 months to get an appraiser to appraise the properties. At this point it hasn't caused any harm to the timing of the deals, but he does have one company that is getting kind of antsy with the delays. However, we have to go through our due diligence. We are not required to have an appraisal done for a lease, but it gives us a fair market value, and it seems to be the appropriate thing to do, so we are going to go ahead and do it. It is going to cost us a little money, but we are talking some pretty serious dollars if these properties are sold.
- He touched on the money that was found at the Police Department. City legal has filed a document in District Court, and he will go through that process to get a determination on the funding so it can be reverted back to the city, and used for general purposes.
- He would like to bring a bond council here in the near future to discuss general obligation bonds because we've got some serious infrastructure issues. However, he thinks it should probably wait until after we have the retreat, because the infrastructure is something that we definitely want to talk about at the retreat. After that he will bring in somebody to discuss bonds, and talk about what they are, and how they work. We are mostly looking at Water, Electric, and Wastewater because Water and Wastewater are very tapped out on their capability to incur any more debt, so this is a very good option for us to consider.
- We have the consultants in town who are doing the study for the possible acquisition of the electric infrastructure transfer to Sierra Electric Cooperative. Certain staff members will be meeting with the consultants and provide them with information to ensure that the Phase 1 study moves forward. Everything is moving quite quickly and according to plan so far.

Commissioner Fahl thanked City Manager Swingle for bringing in someone to educate them on bonds.

Commissioner Mitchell asked if we can get the vacancies published online or on the city Facebook page. She knows that there are people who may be interested, but they don't know that there are vacancies available.

City Clerk Torres explained that we advertise in the local newspaper. We post it on the bulletin board at the Clerk's Office. We share it on the City Facebook page. We are trying new ways to get the information out to the public, so that is why City Manager Swingle is announcing the vacancies during his report portion of the meeting.

Mayor Forrister suggested that the Commissioners try and reach out to their constituents because they might know of some that may be interested.

**City Attorney Rubin reported the following:**

- He explained that from time to time the administration, with his assistance, will bring forth a resolution that deals with dangerous dilapidated buildings that may constitute the safety of the public. The resolution will seek to have the City Commission determine whether it is in fact a dangerous building, and needs to be demolished. The first step to that is to go through the due process of making sure the property owners are informed. If we cannot make contact with the property owners, and we have exhausted all of the requirements that are set forth in our city code and state statute, we will then move forward with the resolution process and then demolish the building. The state statute allows us to then put a lien on the properties for the cost of demolition the removal of debris. After a lien has been filed, it is then up to him to file a foreclosure suit seeking reimbursement of the fees that were incurred regarding the demolition. He is bringing this up because he has filed three law suits this week on properties on Jicarilla Street, Van Patten, and Corzine. The lawsuits have been filed, and he anticipates some publications to go out in the next couple of weeks giving the public notice of what we are doing.

City Manager Swingle explained that the city is taking the properties very seriously that are really impacting the city and immediate neighbors. We are aggressively addressing these problems city wide. When you start the process with Code Enforcement, it could take a year by the time you go through the Courts, and the process to get to the point to where our City Attorney is taking legal action on these properties. That is not due to our system. It is just a system that we have to follow. The Chief of Police understands the seriousness of it, as well as our Code Enforcement Officer, and we are all on board to get the city to where it needs to be.

Assistant City Manager Alvarez explained, when she was doing the Code Enforcement for properties, she would drive by the neighborhoods and make lists. She would also follow up on any complaints that were called in or reported. She would then do the research of who the property owners were, and then she would send out violation letters. She would usually give a 15 or 30 day notice, depending on what type of violation it was. The property owner would maybe make an attempt to start doing something, and in that case they would request an extension. We try to work with

property owners as much as possible. In cases where we either couldn't make contact with the property owner because they were either deceased, or no longer at the address listed on file, or if they simply did not want to comply, then at that point in time we would move to the next step. She was lucky because a lot of the ones she was dealing with were either vacant properties, and she could move to the resolution process, or they were property owners that were making attempts to resolve the issue. We are now able to move things into the court system because we now have a Code Enforcement Officer who is taking over all Code Enforcement issues.

Commissioner Harrelson asked if the city could put together a checklist for property owners to follow.

Police Chief Rodriguez stated that is a great idea. He can easily create a checklist that is available to the public and he will share it on our city website, and Facebook pages.

### **City Commission Reports:**

#### **Commissioner Mitchell reported the following:**

- She reported on the Fiesta Committee. She and Mayor Pro-Tem Hechler has been working with Police Chief Rodriguez, Community Services Director OJ Hechler, as well as a couple of community members. They had a preliminary Fiesta meeting a couple of weeks ago, and there were a lot of good ideas that were brought up. They came up with a checklist of events that they have done in the past, along with a list of things that they would want to do in the future. They got a lot of good information and feedback from that meeting, and they would like to move forward and create a new Fiesta board with a Chairman, Vice-Chairman and sub-committees that are filled with community members. She sent an article to the paper to let everyone know when the next meeting is going to be held, which will be next Wednesday, February 2<sup>nd</sup> at 3:00 p.m. at the Spaceport America Visitor Center 301 Foch Street. Everyone in the public is welcome to attend. They are looking for people who are interested in joining the board and the sub-committees to help us make this Fiesta one of the best ones. They have already received interest for vendors and the parade.

#### **Commissioner Fahl reported the following:**

- She would like city projects to be voiced during the retreat. She would like the Department Heads to bring a list of the projects and goals they have for the next 5 to 10 years so the Commissioners can prioritize that list. She wants to know how long the projects will take. How many people will need to be involved, and how much the cost would be. She would also like for it to be presented at the Commission meetings at least once a month. That will give them a clear picture of what they need to prioritize.

**Mayor Pro-Tem Hechler reported the following:**

- There are a lot of ambitions regarding Fiesta. We are still in the pandemic, and we don't want to start a lot of things that we may have to shut down. We need to have a good skeleton of events that we can build on for next year. He gave a shout out to Commissioner Mitchell, because we are very fortunate to have someone who was a part of planning the Fiesta for several years who has a wealth of knowledge. He really appreciates her.

**Commissioner Harrelson reported the following:**

- She is part of a school community committee for the high school. The committee is trying to develop resources for school access to the community, so they briefly discussed giving a presentation to the Commission in that regard. The committee is called Community Schools, and they are a group of kids who are volunteers, who are looking at pulling together resources, and doing things within the city. They have a grant for it, and the point of the grant is for them to become a part of the community so we are all as one agency.

**Mayor Forrister reported the following:**

- She gave kudos to our city staff, and Code Enforcement Officer. Jamie is doing a really good job of getting places cleaned up, and that is good because she hears from a lot of her constituents that we need to clean up this town.
- She is excited for Fiesta. The Farm Bureau is planning their Annual Ag Day, and they want to kind of change it, and incorporate it into Fiesta. They want it to be where the kids can still do stuff for their AG Day, but it somehow be incorporated into Fiesta event. They will be contacting us regarding that.

**F. CONSENT CALENDAR:**

1. **City Commission Regular Minutes, January 12, 2022**
2. **Acknowledge Regular Impact Fee Advisory Board Minutes, July 19, 2021**
3. **Acknowledge Regular Airport Advisory Board Minutes, October 5, 2021**
4. **Acknowledge Regular Planning & Zoning Commission Minutes, December 2, 2021**
5. **Acknowledge Regular Public Utility Advisory Board Minutes, December 20, 2021**

**Commissioner Mitchell moved to approve the Consent Calendar with the removal of item F4 Acknowledge Regular Planning & Zoning Commission Minutes, December 2, 2021. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**G. ORDINANCES/RESOLUTIONS/ZONING:**

- 1. Discussion/Action: Resolution No. 43 21/22 Authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund:**

Traci Alvarez, Assistant City Manager explained that the New Mexico Finance Authority (NMFA) Colonias 2022 Funding Cycle is opening, and staff would like to apply for funds for the Water Meter Replacement Project. The requested funding amount is \$1,500,000. The funds are delivered as a 90% grant, and a 10% loan, with provisions for loan waivers, and a minimum contribution of at least a 10% local or federal match. The loans are structured with terms of up to 20 years at 0% interest. The resolution to submit an application is required as a part of the application process, and the award offer would be brought back to Commission for approval. The city has been successful in receiving awards in 2019, 2020, and 2021. The city does have an outstanding 2020 CIF project that currently does not meet the Colonias policy-project continuation, which requires applicants to expend at least 50% of prior awards that have not yet been certified as complete, prior to approval of any new awards for funding. The city will also need to submit a policy waiver request.

**Commissioner Fahl moved to approve Resolution No. 43 21/22 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority for the Colonias Infrastructure Fund. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**H. NEW BUSINESS:**

- 1. Discussion/Update: Update on the Municipal Water Preliminary Engineering Report (PER):**

Traci Alvarez, Assistant City Manager explained that in 2019, the city received Colonias Grant funds to prepare a City Wide Municipal Water Preliminary Engineering Report (PER). The Preliminary Engineering Report (PER) addresses necessary upgrades for production, treatment, storage and delivery. As a reminder, this Preliminary Engineering Report (PER) is available to the public for download on the city website. A Preliminary Engineering Report (PER) is a planning document is required by many state and federal funding agencies as part of the process of obtaining financial assistance to identify and assess the project, prioritize the improvements, evaluate alternatives, and develop cost estimates. In 2014 the focus was on preserving, and developing the downtown area, as well as much needed wastewater improvements. Various planning documents were completed including a MainStreet District Water Preliminary Engineering Report (PER), and a Wastewater Plant Improvements Preliminary Engineering Report (PER). The Commission and city staff at that time prioritized the Wastewater Treatment Plant, and funding applications were focused on completing the

projects within the Wastewater Preliminary Engineering Report (PER). Between 2014 through 2019, \$12,300,000 in funding was received from USDA, Colonias, and Capital Outlay to complete the Wastewater projects. When the completion of the Wastewater projects was ending, Water Infrastructure issues were being identified, and USDA had a funding cycle opening. The only Water Preliminary Engineering Report (PER) the city had available, and was eligible for, was the Main Street District Preliminary Engineering Report (PER). Therefore, an application was submitted in 2018/2019, and in September of 2019 \$9,417,000 was awarded, and we were able to begin the process of the Water Infrastructure Improvements. We have applied for, and received various smaller grants very project specific for water improvements that will be discussed during the project update. As the water system has been deteriorating, staff then sought and obtained funding to complete a city wide water Preliminary Engineering Report (PER), and procured Wilson and Company as the Engineer to complete the plan, and identify and prioritize the system in its entirety, enabling us to seek funding for the Water System Improvements. She thanked Alfredo Holguin and Wilson and Company for their hard work in putting this plan together. They have spent a lot of hours sorting through old documents and plans to gather as much history of our Water System as possible. As well as spending a lot of hours with our Water and Wastewater Department to ensure this plan is accurate.

Alfredo Holguin, Wilson & Company then gave a presentation on the Municipal Water Preliminary Engineering Report (PER). (Complete PowerPoint attached hereto and made a part hereof).

## **2. Discussion/Update: Update on various city projects:**

Traci Alvarez, Assistant City Manager explained that this presentation is to update the Commission and the public on the current projects the city is working on or overseeing. Currently the city has 24 projects, either in the application process, design process, construction, procurement, or oversight. This amounts to a total of \$29,786,015.03, and in the past, the city has applied for funding with little to no assistance, and though we have been somewhat successful, our funding awards were sporadic, and low dollar amounts due to lack of information submitted. Funding applications require the input of technical specifications, as well as costs specific to design and construction. Wilson and Company have been instrumental in assisting the city in applying for, and securing funding over the last few years at no cost to the city, and with no guarantee they will be awarded the project.

Wilson & Company then gave a presentation on various city projects. (Complete PowerPoint attached hereto and made a part hereof).

## **3. Discussion/Update: Presentation of beginning budget process:**

Carol Kirkpatrick, Finance Director (Complete copy of handout attached hereto and made a part hereof).



**TRUTH OR** NEW MEXICO  
**CONSEQUENCES**

# City-Wide Water System Improvements

Preliminary Engineering Report Overview

**WILSON**  
& COMPANY

discipline | intensity | collaboration | shared ownership | solutions

## What is a Preliminary Engineering Report

- The Goal of a Preliminary Engineering Report (PER):
  - Describe the community as a whole
    - Location, environment, population, community engagement
  - Identify existing infrastructure
    - Location, History and Condition
  - Describe the need for improvements
    - Based on health, sanitation, aging infrastructure and growth.
- Identify and evaluate alternatives to meet the needs
- Recommended Project
  - Scope, schedule, requirements and costs.

## Complete System Improvements Overview

- This Preliminary Engineering Report (PER) focused on addressing the aging water system infrastructure and high-pressure issues throughout the entire City
- The recommended improvements will address approximately 57% of existing waterlines (about 225,100 linear feet) with 6-inch or greater PVC, and install 6 new pressure release valves (PRVs) and a new well on Cemetery Road.
- It will also address 96.6% of pipes over 30 years old, save approximately 116 million gallons of water per year, and fix pressure and fire flow issues
- A total project cost of approximately \$102,572,936.00.



- The PER broke down the proposed improvements in priority order:
  - 1) Addressing the high-pressure issues and system redundancy with 3-Phases of the System Performance Alternative
  - 2) Addressing the old aging infrastructure systematically in 5 distinct areas of the city
    - A. West Side
    - B. East Side
    - C. North Side
    - D. Downtown
    - E. Williamsburg

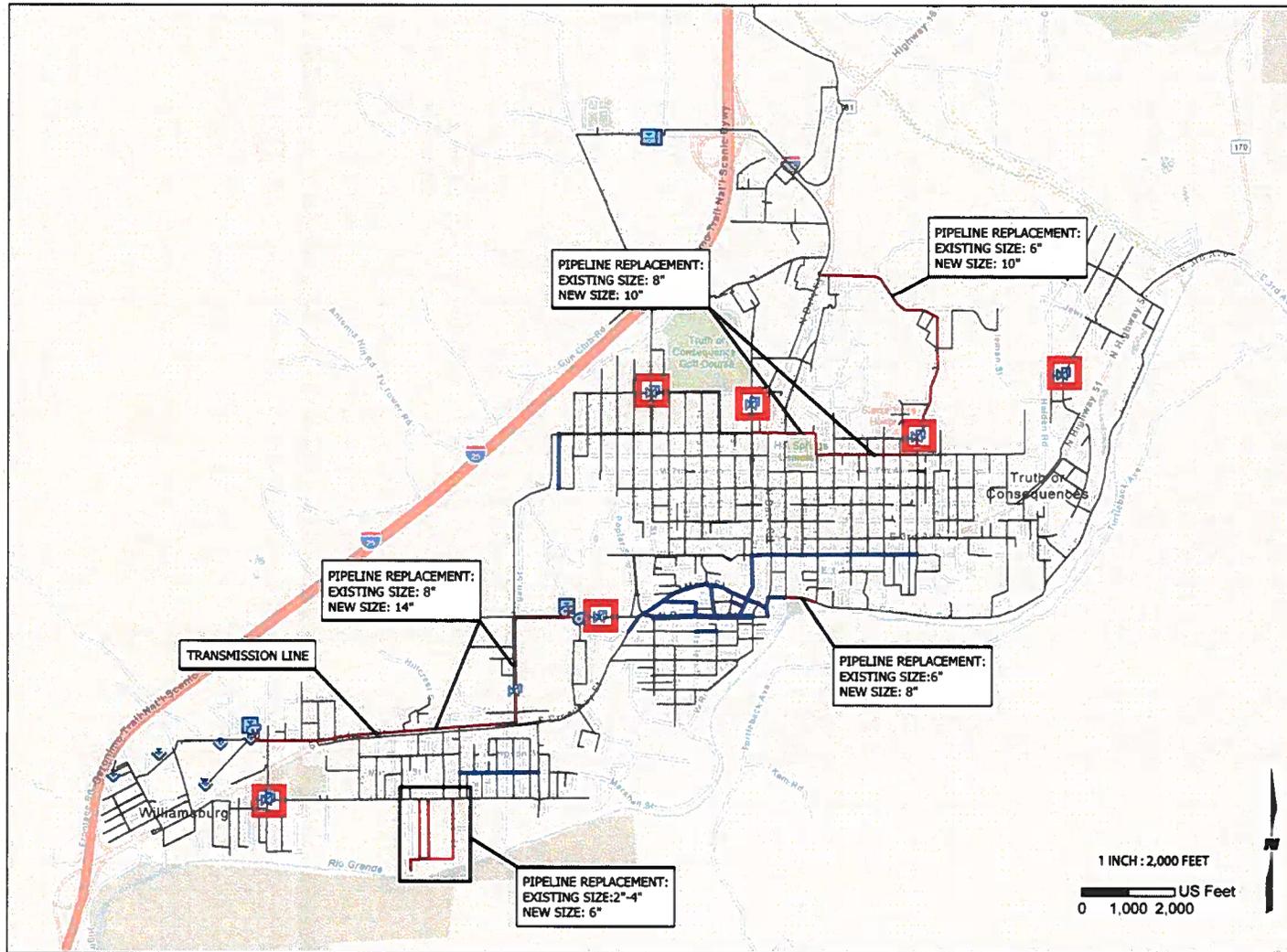
## System Performance Alternative III

- Phased approach for initial improvements in 3-parts
- Will replace approximately 11.3% of existing waterlines (about 48,500 linear feet) with 6-inch or greater PVC and install a new well located on Cemetery Road
- Pipes will be replaced through open trench construction
- The alternative was chosen as it improves pressure issues, improves fire flow, addresses aging infrastructure and adds system redundancy while being the most cost efficient
- Total Projected Cost: \$23,644,806.00
  - III-A: Funded by USDA
  - III-B: Approved by USDA, awaiting funding approval
  - III-C: Not Currently Funded

## Alternative III-A

- Installation of approximately 26,500 linear feet of pipe, including new Cook St. booster station to Morgan St booster station transmission line (about 6.2% of existing lines) and 6 new pressure release valves (PRVs)
- Eliminates high pressure issues that cause outages for residents due to line breaks and complies with fire flow requirements
- Reduces the amount of water losses by approximately 32 million gallons per year
- Approximate Cost: \$7,530,330.00

# Project Map – Alternative IIIA



**WILSON & COMPANY**  
HIGHER RELATIONSHIPS

PRELIMINARY  
ENGINEERING REPORT

WATER SYSTEM IMPROVEMENTS



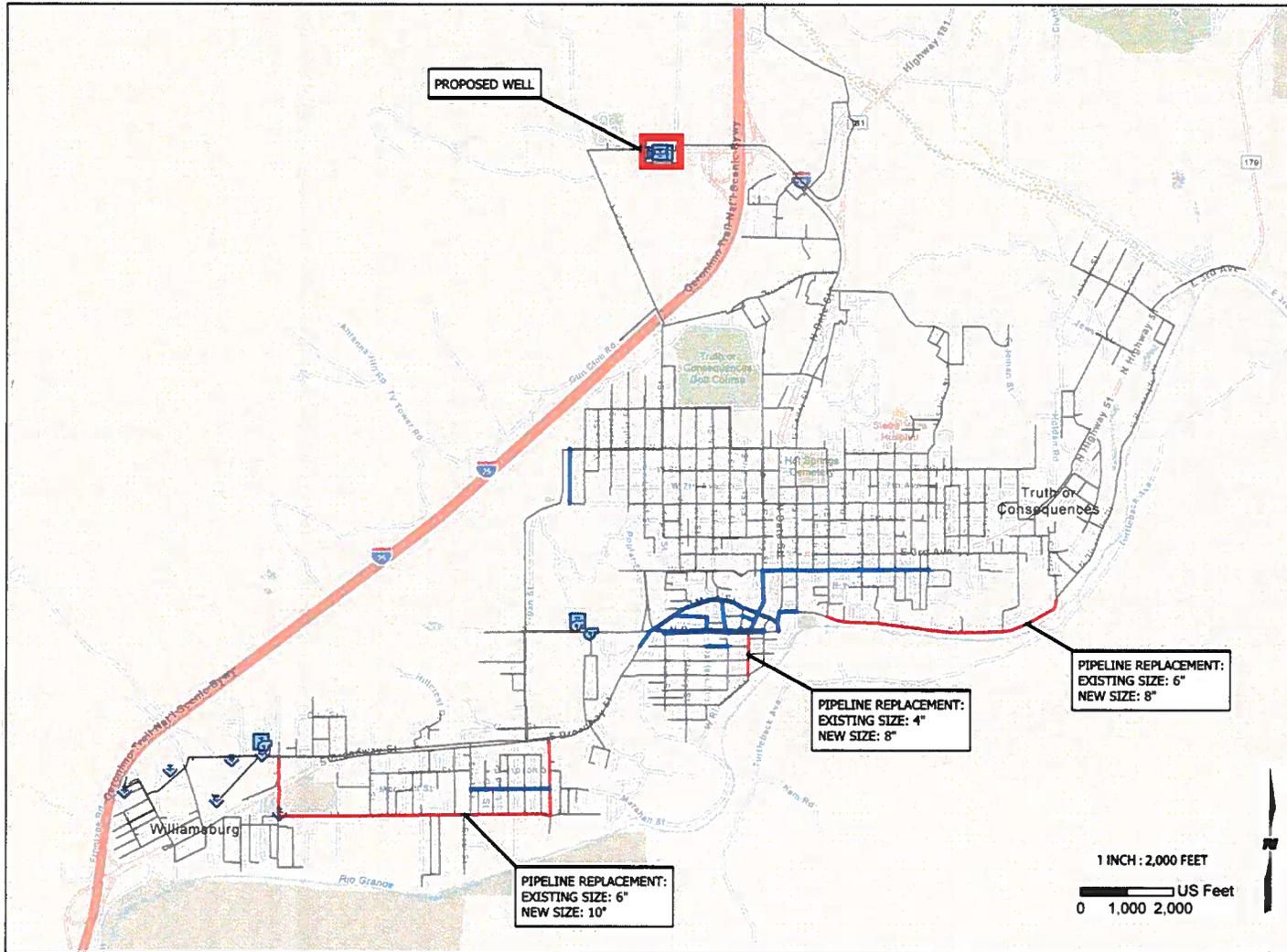
- Legend**
- Proposed PRV
  - Well
  - Booster Station
  - Tank
  - Existing Waterline
  - Funded Upgrades
  - Recommended

III-A, SYSTEM HIGH PRESSURE  
SOLUTIONS

## Alternative III-B

- Installation of approximately 15,200 linear feet of pipe (about 3.6% of existing waterlines), and a new well in the norther area of the city on Cemetery Rd.
- This will reduce the dependence on the Cook and Morgan St. booster stations, and creates a backup water supply in the area for further fire flow improvements
- Reduces the amount of water losses by approximately 7 million gallons per year
- Approximate Cost: \$9,844,031.00

# Project Map - Alternative III-B



**WILSON  
& COMPANY**  
HIGHER RELATIONSHIPS

PRELIMINARY  
ENGINEERING REPORT

WATER SYSTEM IMPROVEMENTS



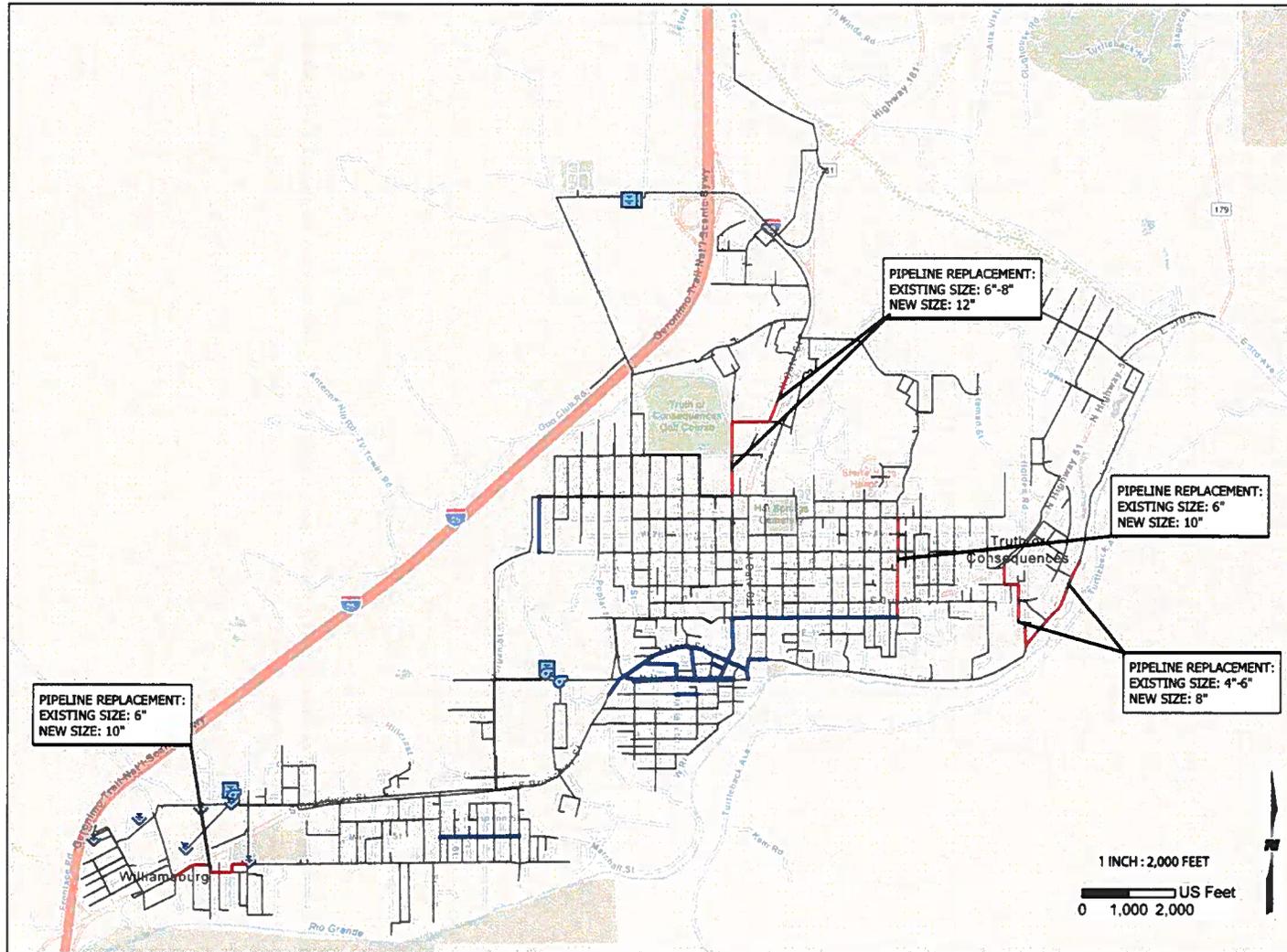
- Legend**
- Proposed Well
  - Well
  - Booster Station
  - Tank
  - Existing Waterline
  - Funded Upgrades
  - Recommended

III-B, SYSTEM REDUNDANCY  
AND HYDRAULIC  
PERFORMANCE  
ENHANCEMENTS

## Alternative III-C

- Installation of approximately 12,200 linear feet of pipe (about 2.9% of existing waterlines)
- Lines located in the East, Williamsburg, and North areas to further reduce pressure issues and improve fire flow requirements throughout the city
- Reduces the amount of water losses by approximately 6 million gallons per year
- Approximate Cost: \$6,270,445.00

# Project Map - Alternative III-C



**WILSON & COMPANY**  
HIGHER RELATIONSHIPS

PRELIMINARY  
ENGINEERING REPORT

WATER SYSTEM IMPROVEMENTS



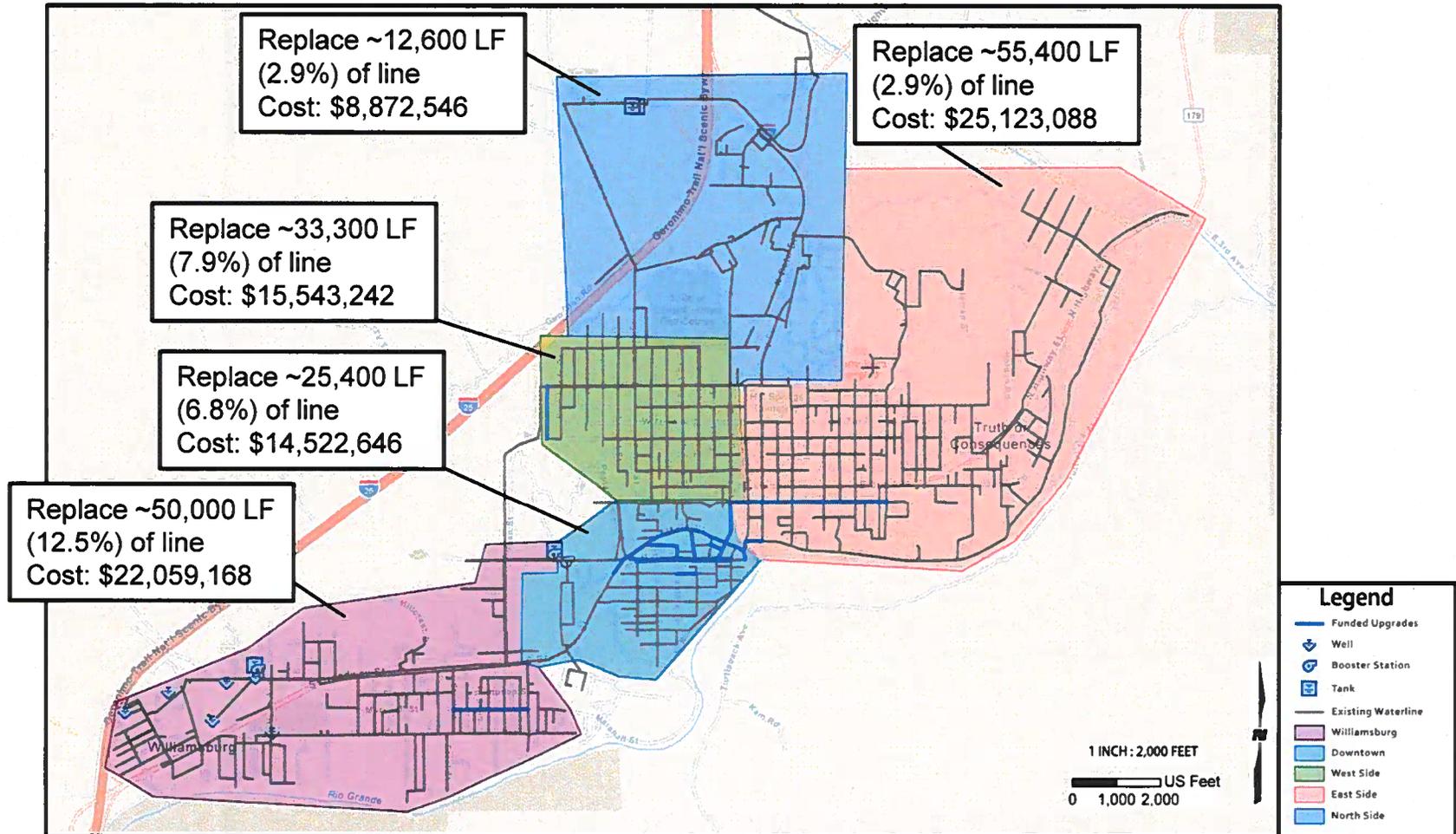
Legend

-  Well
-  Booster Station
-  Tank
-  Existing Waterline
-  Funded Upgrades
-  Recommended

III-C. ADDITIONAL HYDRAULIC  
PERFORMANCE  
ENHANCEMENTS

# Distinct Area Updates

- Additional work will be needed in each distinct area to replace the remaining aging waterlines and complete the full system improvements.





# TRUTH OR NEW MEXICO CONSEQUENCES

Questions or Comments?

Thank you

January 26, 2022

# City of Truth or Consequences Projects Status Update

**WILSON  
& COMPANY**

*Presenter: J. Alfredo Holguin, PE*

discipline | intensity | collaboration | shared ownership | solutions

# Current Projects

- MSD Water System Improvements
- DWSRLF Water System Improvements
- City Wide Water System PER
- Booster Station & Austin St. Improvements
- MSD Road and Drainage Improvements
- Wastewater Asset Management Plan
- Water Asset Management Plan
- Vacuum Sewer Improvements
- Water System Performance Improvements (WSPI-1)
- Cantrell Dam Reconstruction



# DWSRLF Water System Improvements

- 2019 NMED DWSRLF Funded: \$620,542 Grant; 620,543 Loan
- 2021 CIF Funded: \$450,000 Grant; \$50,000 Loan; \$50,000 Match
- Design approved by NMED Construction Programs Bureau
- Authorization to Bid received from NMFA
- Advertisement and Bid Form being finalized for Bidding



# City Wide Water System PER

- 2019 CIF Funded: \$81,000 Grant; \$9,000 Loan; \$10,000 Match
- City Wide Water System PER Completed
  - Evaluated System Component Conditions and Needs
  - Alternatives for Improvements identified and recommended
- Improvement Recommendations Include
  - Replacement of deteriorated and undersized waterlines (approx. 43 miles)
  - Installation of Pressure Reducing Stations
  - New Northern Well for System Resiliency
- PER has been fully approved by NMED-CPB
- Prioritization of Improvements based on System Operation
  - The first phase of improvements (Phase A) has been funded by USDA-RD

# Booster Station & Austin St. Improvements

- 2020 WTB Funded: \$384,688 Grant; \$256,458 Loan; \$71,000 Match
- Wilson and Co. preparing NMED Contract Agreement (AES) for Final Design & Construction
- Coordination has begun with NMED-CPB for AES requirements.



## MSD Road and Drainage Improvements

- 2020 CIF Funded: \$900,000 Grant; \$100,000 Loan; \$100,000 Match
- Scope: Evaluation, design and reconstruction of street pavement
  - Pershing, McAdoo, and Daniels with Cedar St. as an Additive Alternate
  - Project will be in coordination with the construction of MSD Waterlines
  - Scope includes City completing portion of work.
- Project Kick-off meeting held January 24, 2022
- Final Design anticipated to be completed in August 2022.

# Wastewater Asset Management Plan

- 2020 NMFA LGPF Funded: \$50,000 Grant; \$25,003.44 Match
- An AMP is an outline for the operation and replacement of critical components throughout the system.
  - Collection Lines, Manholes, Lift Stations and Treatment Plants
- It is a detailed list of equipment/structures and appurtenances
  - Includes a Geographical Information System (GIS) Map
  - Information collected include age, size, material, condition
- Evaluation includes several key factors including:
  - Remaining Useful Life, Consequence of Failure and Criticality Matrix
- Recommendations include:
  - Maintenance programs and capital improvement schedule
- Final Draft has gone through internal QAQC and once comments are addressed, submission to the City for comments

# Water Asset Management Plan

- 2020 City Funded: \$77,035.15
- An AMP is an outline for the operation and replacement of critical components throughout the system.
  - Distribution lines, transmission lines, valves and hydrants
  - Wells, tanks, booster stations
- It is a detailed list of equipment/structures and appurtenances
  - Includes a Geographical Information System (GIS) Map
  - Information collected include age, size, material, condition
- Evaluation includes several key factors including:
  - Remaining Useful Life, Consequence of Failure and Criticality Matrix
- Final Draft is currently going through internal QAQC

# Vacuum Sewer Improvements

- 2019 NMED CWSRLF Funded: \$100,000 Grant; \$373,000 Loan
- Project scope includes:
  - Completion of a Design Analysis Report (DAR) for proposed improvements
  - Preparation of project plans, contract documents and technical specifications
  - Bidding and construction administration of proposed improvements.
- DAR is approximately 80% completed.
  - WCI continues to coordinate with Utility Department to ensure proposed improvements address deteriorated components
  - Once finalized, DAR will be provided to City for review and comment and then submitted to NMED-CPB for review and approval.

# Water System Performance Improvements (WSPI-1)

- 2021 USDA-RD Funded: \$2,720,000 Grant; \$4,811,000 Loan
- Letter of Conditions issued by USDA in August 2021
- USDA-RD fully approved Agreement for Engineering Services
- Project Scope Includes:
  - Distribution and Transmission Line replacements
  - Installation of new Pressure Reducing Valves
- Data collection and hydraulic model have been started
- Anticipated completion of design March 2023
- Bidding/Construction anticipated May 2023/March 2024

# Cantrell Dam Reconstruction

- 2020 WTB Funded: \$450,000 Grant; \$300,000 Loan; \$75,000 Match
- Project Scope Includes:
  - Planning, design and environmental permitting
  - Right-of-way appraisal and land acquisition
- Readiness to Proceed Application submitted 9.11.21
- City received fully executed funding agreement on January 21, 2022
- Wilson and Co. preparing Task Order for Final Design & Construction

# Questions?

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J. Alfredo Holguin, PE  
Wilson & Company, Inc.,  
Engineers & Architects  
505.348.4158

**Budget Information Agenda**  
**Presented by: Carol Kirkpatrick, Finance Director**  
**January 26, 2022**

*Welcome to the beginning of the annual budget process! Our goal today is to start introducing you to how the process works, when budgets are due, and all of the different types of funds and revenue sources.*

*In future Commission meetings, we will continue to introduce you to the budget process while focusing on revenues, expenditures, and cash balances for all of the different types of funds for the current year.*

*We realize that some of you have budgeting experience and some of you may not. Please don't worry! That is what we are here for.*

*Please feel free to ask questions as we go, or you can wait until the presentation is complete.*

*Please feel free to let City Manager Swingle know if you have any specific questions. We will be glad to answer them for you.*

*If you want information sooner, rather than later, you can always visit our website for the current and prior year budgets, quarterly and annual reports, and audit.*

*<http://www.torcnm.org/departments/finance/index.php>*

*We are here to answer your questions and do anything we can to assist you and the public*

<i>Finance Director</i>	<i>Carol Kirkpatrick</i>
<i>Finance Officer</i>	<i>Kerin Salcedo</i>
<i>Chief Procurement Officer</i>	<i>Donna Gardner</i>
<i>Accounts Payable Specialist</i>	<i>Ruby Otero</i>
<i>Human Resources Specialist</i>	<i>Alona Niebergall</i>
<i>Payroll Specialist</i>	<i>Mindee Holguin</i>

**Budget Information Agenda**  
**Presented by: Carol Kirkpatrick, Finance Director**  
**January 26, 2022**

**Introduction and Welcome**

**A. 2022-23 Budget Calendar/Meetings for Commissioners (Attachment 1)**

**B. 2022-23 Budget Calendar for Entire Process (Attachment 2)**

**C. Types of Funds and Revenue Sources (Attachment 3)**

**1. Type of Fund: General Fund**

**Municipal Taxes**

Franchise Fees

Gross Receipts Taxes From Local Impositions

Property Taxes

**State Shared Taxes**

Gross Receipts Taxes From the State

Motor Vehicle Fees (Auto License)

**Licenses and Permits**

Business License Fees

Liquor Licenses

**Charges for Services**

Rental Fees

User Fees

**Fines and Forfeits**

Municipal Court Fines

**Miscellaneous Revenue**

**Inter-Governmental Grants**

**2. Type of Fund: Special Revenue Funds**

Corrections Fees

Court Automation Fees

State Fire Fund Allotment

State Law Enforcement Protection Funds

Lodgers Taxes

Gross Receipts Tax (Local Imposition)

State LGRF Funds

Federal Funds

State Library Funds

**3. Type of Fund: Capital Projects**

Grants  
Federal Grants  
State Grants  
Loans  
NM Department of Transportation  
USDA Grants

**4. Type of Fund: Debt Service Funds**

Revenues from Enterprise Funds Associated with Loan  
Revenue from Gross Receipts Associated with Loan

**5. Type of Fund: Enterprise Funds**

User Fees for Utilities & Connections

**D. 2021-2022 Updated Budget for All Funds (Attachment 4)**

**E. General Fund Department Listing and Budget Allocation for 2021-22 (Attachment 5)**

**F. Upcoming Budget Information**

Next Commission Meeting 2/9/22

1. Revenue and expenditure reports from July through December to City Commission
2. Gross Receipts Tax
3. Cash Balances

**Budget Dates for City Commission**

Date		Presented By	Description
1/26/2022	Reg Comm Meet	City Manager & Finance Director	Present budget process to City Commission and budget calendar  Include sources of revenue, different funding sources, different departments and capital projects
2/9/2022	Reg Comm Meet	City Manager & Finance Director	Present revenue and expenditure reports from July through December to City Commission
5/3/2022	Special Comm Meeting	8:30 to 2:30 Tuesday	Departments present budgets to City Commission (Day 1) Commission Chambers
5/4/2022	Special Comm Meeting	8:30 to 2:30 Wednesday	Departments present budgets to City Commission (Day 2) Commission Chambers
5/11/2022	Reg Comm Meet	City Manager & Finance Director	Present Preliminary Budget to City Commission for first review
5/25/2022	Reg Comm Meet	City Manager & Finance Director	Adoption of 2022-23 Preliminary Budget by City Commission
7/13/2022	Reg Comm Meet	City Manager & Finance Director	Review of any changes from the Preliminary Budget to the Final Budget before final approval
7/28/2021	Reg Comm Meet	City Manager & Finance Director	Final approval of 2022-23 Budget and 4th Quarter Reports (City Commission)

# BUDGET PROCESS CALENDAR 2022-23

JANUARY 2022

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager				
3	4	5	6	7
10	11	12	13	14
		Commission Meeting		
17	18	19	20	21
Martin Luther King Jr. Day (Holiday)				
24	25	26	27	28
		Commission Meeting Present Budget Process to Commission and Budget Calendar	Include sources of revenue, Different funding sources, different departments and Capital projects	
31				

**FEBRUARY 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager Orange: Commission	FD: Send Budget SS to Departments Include Updated Salaries & Benefits. Departments have 7 weeks to work on budget.			
7	8	9	10	11
	Set up training for anyone who needs it on Chart of Accounts SS	Commission Meeting  Present Revenue and Expenditure Reports from July to December to Commission to Begin Budget Training/Education	Set up training for anyone who needs it on Chart of Accounts SS	
14	15	16	17	18
Departments begin working on entering budgets in spreadsheet				
21	22	23	24	25
President's Day (Holiday)		Commission Meeting		
Departments continue working on entering budgets in spreadsheet				
28				
Departments continue working on entering budgets in spreadsheet				

**MARCH 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	1	2	3	4
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager Orange: Commission	Departments continue working on entering budgets in spreadsheet			
7	8	9	10	11
	FD Meet with <b>Departments</b> on Budgets, Answer Questions. <u>By Appointment</u>	Commission Meeting	FD Meet with <b>Departments</b> on Budgets, Answer Questions. <u>By Appointment</u>	FD Meet with <b>Departments</b> on Budgets, Answer Questions. <u>By Appointment</u>
14	15	16	17	18
Department Heads return Budget(s) to Finance	Finance begins review of submitted budgets asks questions from Department if needed (Finance has 2 1/2 weeks before meeting with City Manager)			
21	22	23	24	25
FD: Begin entering projected revenue, expenses, and cash balance in spreadsheets		Commission Meeting		
28	29	30	31	
			City Manager & Finance Review Budget(s) All Day (include current and projected revenue, projected cash ending balances, projected expenditures, discuss	

**APRIL 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				<b>1</b>
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager Orange: Commission				
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
	Department Heads Meet with CM & FD to review budget (individually) <u>By Appointment</u>	Agenda Review	Department Heads Meet with CM & FD to review budget (individually) <u>By Appointment</u>	
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
		Commission Meeting Final Changes to budgets due to Finance Director from Departments	Finance – Review/Working on Draft	Finance – Review/Working on Draft
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
Finance – Review/Working on Draft	Finance – Review/Working on Draft		Finance meet with City Manager and Departments, if needed, for final budget review before Commission presentaton (All day)	Finance meet with City Manager for continued budget review if needed
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
	Finance make copies of packets for Budget Presentation to Commission on 5/4/22	Commission Meeting	Budget Packets delivered to Commissioners in preparation of Budget Workshop	

**MAY 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
<p>Keys: Green-Finance (FD)  <b>Red: Departments</b>                      Blue: City Manager/Asst. City Manager                      Orange: Commission</p>	<p><b>Departments Present</b>  <b>Budgets to Commission 8:30 to 2:30</b></p>	<p><b>Departments Present</b>  <b>Budgets to Commission 8:30 to 2:00</b></p>	<p>Finance make changes to budget if needed and prepares final documents for Commission meeting on 5/11/22</p>	<p>Fiesta Day 4 hrs Holiday</p>
9	10	11	12	13
		<p align="center">Commission Meeting</p> <p>CM &amp; FD Present Preliminary Budget for First Review</p>		<p>Finance begins entering budget in LGBMS &amp; Preparing Documents</p>
16	17	18	19	20
<p>Finance makes any changes required to preliminary budget</p>			<p>Finance have all budget and documents ready for Commission Meeting on 5/25/22</p>	
23	24	25	26	27
		<p align="center">Commission Meeting</p> <p>Commission Mtg.                      Adoption of Preliminary Budget FY 22-23-                      Property Tax Resolution</p>		
30	31			
<p>Memorial Day</p>	<p>*Preliminary Budget Due to DFA                      *Property Tax Resolution Due</p>			

**JUNE 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager Orange: Commission				
6	7	8	9	10
		Commission Meeting		
13	14	15	16	17
20	21	22	23	24
Holiday Juneteenth		Commission Meeting		
27	28	29	30	
			End of Fiscal Year	

**JULY 2022**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
				<b>1</b>
Keys: Green-Finance (FD) Red: Departments Blue: City Manager/Asst. City Manager Orange: Commission	New Fiscal Year 7/1/22			*Interim Budget Approved by DFA  Finance begins work on EOY reports and any final budget revisions
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
Independence Day				
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
		Commission Meeting  Present any changes from Preliminary Budget to the Final Budget to Commission	Finance have quarter reports complete and entered in LGBMS (DFA)	
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
			Finance Prepare all Budget Documents and 4th Quarter for Commission 7/27/22	
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
		Commission Meeting  Approve Final 22-23 Budget & 4 <sup>th</sup> Qtr Reports 21-22 and Resolutions		*Final Budget Due to DFA *Budget Resolution Due *4th Quarter Reports Due

# MUNICIPAL REVENUE SOURCES IN NEW MEXICO

## MUNICIPAL REVENUES - DISTRIBUTIONS FROM THE STATE

### Gross Receipts Tax (GRT)

This is a major source of municipal revenues, and together with the locally imposed MGRT makes up over 70% of total general fund revenues. Statewide, a 5.0% gross receipts tax is collected and 1.225% is returned to municipalities in which the tax was collected. The 1.225% distribution is in lieu of local gross receipts taxes previously imposed by municipalities but subsequently converted to a state distribution.

### Gasoline Tax

The state collects 17 cents tax on each gallon of gasoline and special fuels sold. Of the 17 cents collected, the state returns the equivalent of 2 cents to the municipality in which the gas and special fuels were purchased, based on that municipality's sales in proportion to the total sales in all municipalities in the prior fiscal year — distribution is dedicated to streets, roads, bridges and mass transit; distributions to municipalities with populations of 3,000 or less may go to their general fund.

### Motor Vehicle Fees

The state returns a small portion of motor vehicle fees to municipalities that run motor vehicle offices. Approximately \$4 million is distributed annually to municipalities to fund these operations.

### Fire Protection Fund

The state distributes a portion of the State Fire Protection Fund to municipalities for fire department operation, construction, maintenance and equipment. Allocations are based on a formula using fire insurance rating and number of fire stations in the locality.

### Law Enforcement Protection Fund

The state distributes a portion of certain insurance taxes, fees, and penalties back to municipalities for police equipment, training, planning and replacement salaries for training. Distribution is rated by class according to population. The rate of distribution is as follows: \$20,000 (0 - 20,000 pop.), \$30,000 (20,001 to 160,000) or \$40,000 (160,001 to 1,280,000) per year, depending on population, plus \$600 per certified officer

Ten percent of the State Compensating Tax is earmarked for distribution to aid municipalities under 10,000 in population. All money in the Fund is distributed to qualifying municipalities. Qualifying municipalities receive a minimum distribution of \$35,000, but may receive additional funding by operation of a formula-based average per capita gross receipts tax. Money can be used for general purposes or as allocated by the governing body.

### **Compensating Tax**

Effective 2009, municipalities will receive 10% of 1.225 of the state's compensating tax collected statewide on goods brought in from out of state. After 2010, the percentage of distribution will increase to 30%.

### ***MUNICIPAL REVENUES - MANDATORY LOCAL IMPOSITION***

#### **Business Registration Fee**

Municipalities are required to pass an ordinance levying an annual fee up to \$35 on each "place of business" within municipal boundaries. (§§3-38-3 through 3-38-6).

#### **Municipal Court Fines**

A maximum fine of \$500 may be levied on convictions of municipal ordinances and monies go to the general fund. Maximum fine must be set by ordinance. [Exception: A fine of up to \$999 may be imposed for conviction of operating a motor vehicle while under the influence of liquor or drugs, and a fine of up to \$999 per day may be imposed for conviction of violating an industrial user wastewater pretreatment ordinance.] (§3-17-1C).

### ***MUNICIPAL REVENUES - OPTIONAL LOCAL IMPOSITION***

#### **Municipal Gross Receipts Tax (MGRT)**

Municipalities are authorized to levy up to 1½% (6 quarters) in gross receipts tax. The tax can be levied by ordinance subject to a negative referendum or by going directly to election. The Municipal Gross Receipts Tax can be used for general purposes or dedicated for special purposes. (§7-19D-9).

#### **Municipal Environmental Services Gross Receipts Tax**

Municipalities have the option to adopt, by ordinance, an additional 1/16 of 1% Gross Receipts Tax which shall be dedicated for acquisition, construction, operation and maintenance of solid waste facilities, water facilities, wastewater facilities, sewer systems and related facilities. The imposition of this tax is not subject to referendum of any kind unless required by a municipal charter. (§7-19D-10).

#### **Municipal Gross Receipts Tax for Infrastructure -**

Municipalities have the option to adopt an additional Municipal Gross Receipts Tax up to 1/4%. The first 1/8<sup>th</sup> may be enacted in 1/16<sup>th</sup> increments and is not subject to referendum of any kind, unless it is dedicated for economic development, in which case an election is required. The second 1/8<sup>th</sup> may also be enacted in 1/16<sup>th</sup> increments and is subject to referendum. Both 1/8<sup>th</sup>s may be dedicated for infrastructure, other enumerated purposes, or general purposes. (§7-19D-11)

### **Municipal Gross Receipts Tax for Capital Outlay**

Municipalities may impose, by ordinance, a Capital Outlay Gross Receipts Tax for local infrastructure purposes in increments of 1/16<sup>th</sup> up to a maximum of 1/4%. The tax may be dedicated for various capital outlay purposes. The tax is subject to referendum. *(Prior to the enactment of the Capital Outlay Gross Receipts Tax, a municipality must have imposed all increments of the Municipal Gross Receipts Tax, all increments of the Municipal Infrastructure Gross Receipts Tax, and none of the Supplemental Municipal Gross Receipts Tax after January 1, 2001.)* (§7-19D-12)

### **Lodger's Tax**

A municipality may levy a maximum tax rate of 5% on all persons renting temporary lodging (hotels and motels) within the municipality. If the tax imposed is not more than 3%, at least 1/2 of the proceeds must be used for the promotion or advertising of authorized facilities, tourist attractions and events. If the tax imposed is more than 3%, an additional amount of at least 1/4 of the additional tax proceeds over 3% must be used for promotion and advertising. (Exception: Municipalities in Class A Counties must use 1/2 of their entire proceeds for advertising). The tax proceeds exceeding the amounts required for advertising may be used for the other purposes set forth in the Lodgers Tax Act.

### **Franchise Fees**

Municipalities may collect a fee on the gross receipts of private utilities doing business within the municipality. The fee is a negotiated percentage of the gross receipts of the utility and is imposed for the utilities' use of the public rights-of-way to provide gas, electric, telephone, water or cable TV. (§§3-42-1 through 3-42-2).

### **Liquor Licenses**

Municipalities may require establishments which sell liquor to purchase an annual municipal liquor license. The annual license fee may be up to \$250.00. (§§ 7-24-1 through 7-24-16)

### **Business License Fees**

A municipality may pass an ordinance requiring certain businesses which need regulating to be licensed and to pay a fee for the privilege of doing business in the municipality. The amount of the fee must be reasonably related to the amount of regulation provided. (§§ 3-38-1 through 3-38-6).

### **User Fees**

These are fees charged to patrons for services such as libraries, museums, recreation, etc.

### **Other Miscellaneous Fees**

These include parking fees, building permits, or other permit fees

**CITY OF TRUTH OR CONSEQUENCES  
2021-2022 FINAL BUDGET  
COMMISSION APPROVED JULY 28, 2021  
UPDATED DECEMBER 31, 2021**

Fund No.	Fund	Actual								1/12th of Exp	
		Beginning Cash Balance 7/1/2021	+ Investments 7/1/2021	Cash & = Investments	Estimated / Budgeted + Revenues 2021-22	Cash + Transfers In 2021-22	Cash - Transfers Out 2021-22	Estimated / Budgeted - Expenditures 2021-22	Estimated Ending Cash = Balance 6/30/2022	DFA Local Reserve - Requirement General Fund Only	Estimated Ending Cash = Balance 6/30/2022
<b>GENERAL FUND</b>											
101	General Fund	1,225,246.69	106,051.74	1,331,298.43	4,094,265.00	2,756,795	(561,675)	(6,228,443)	1,392,240	(519,037)	873,204
	See Attachment for Listing of Departments and Allocated Budgets										
<b>SPECIAL REVENUE FUNDS</b>											
201	Corrections	16,220.59		16,220.59	5,500.00	95,000		(110,000)	6,721		6,721
209	Fire Protection Fund	374,001.56		374,001.56	609,324.00	-	-	(983,325)	1		1
211	Law Enforcement (NEW)	-		-	26,000.00	-	-	(26,000)	-		-
214	Lodger's Tax	495,234.95		495,234.95	300,800.00		(90,000)	(410,305)	295,730		295,730
216	Municipal Street	433,545.99	-	433,545.99	598,556.00	45,100	(100,000)	(943,041)	34,161		34,161
217	Recreation Fund (NEW)	5,405.73	-	5,405.73	-	-	-	(5,355)	51		51
260	Fiscal Recovery Funds (NEW)	-	-	-	712,404.00	-	-	(712,404)	-		-
293	Veterans Wall Perpetual Care	1,150.00		1,150.00	375.00			(1,150)	375		375
294	State Library	3,649.37		3,649.37	57,811.00	-	-	(60,611)	849		849
295	Municipal Pool	23,132.76	-	23,132.76	6,500.00	188,000		(215,656)	1,977		1,977
296	PD GRT Fund	808,220.33		808,220.33	300,200.00	-	(112,728)	(259,508)	736,184		736,184
297	PD Confidential Fund	6,795.92	-	6,795.92	5.00	-	-	(6,700)	101		101
298	PD Donations	-		-	5,950.00			(5,644)	306		306
	<b>Subtotal</b>	<b>2,167,357.20</b>	<b>-</b>	<b>2,167,357.20</b>	<b>2,623,425.00</b>	<b>328,100</b>	<b>(302,728)</b>	<b>(3,739,699)</b>	<b>1,076,455</b>		<b>1,076,455</b>

Fund No.	Fund	Actual Beginning Cash Balance 7/1/2021	+ Investments 7/1/2021	Cash & = Investments	Estimated / Budgeted + Revenues 2021-22	Cash + Transfers In 2021-22	Cash - Transfers Out 2021-22	Estimated / Budgeted - Expenditures 2021-22	Estimated Ending Cash = Balance 6/30/2022	DFA Local Reserve - Requirement General Fund Only	Estimated Ending Cash = Balance 6/30/2022
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CAPITAL PROJECT FUNDS											
301	Water/WW/EFLL Water Refuse	130,939.43	101,816.10	232,755.53	1,920.00	-	-	-	234,676		234,676
302	Electrical Const.	3.93	-	3.93	-				4		4
303	Veterans Wall	17,364.29		17,364.29	-	-	-	(11,900)	5,464		5,464
304	Senior State Grant	60,079.95		60,079.95	259,413.00	-	(60,080)	(259,413)	(0)		(0)
305	Capital Imp. (General)	85,258.71		85,258.71	13.00	-	-	(85,231)	41		41
306	Capital Imp. (Jt. Utility)	270,614.06		270,614.06	296,956.00	-	-	(242,711)	324,859		324,859
307	Golf Course Imp. Fund	16,454.20		16,454.20	-	-	-	(16,454)	0		0
308	Capital Imp. (USDA FE Loader)	100.00		100.00	-	-	(100)	-	-		-
309	Capital Imp. (USDA WWTP)	40,042.42	-	40,042.42	-	-	-	-	40,042		40,042
311	R & R Sewer	-	146,230.63	146,230.63	500.00	-	-	-	146,731		146,731
312	R & R Airport	20,462.02		20,462.02	589,509.00	-	-	(588,813)	21,158		21,158
313	R & R Water (CD)	0.03	129,217.80	129,217.83	400.00	-	-	-	129,618		129,618
315	Capital Imp. Reserves (Jt. Utility) (Note: Fund used as clearing acct for some other capital projects)	283,044.27	1,046,971.82	1,330,016.09	1,024,763.00	252,727	(80,000)	(450,834)	2,076,672		2,076,672
316	Emergency Repair Reserves (Joint Util)	117,064.31	41,814.23	158,878.54	330.00	12,500		(60,000)	111,709		111,709
317	Waste Water Repair Reserves	109,918.80	104,700.17	214,618.97	640.00	18,954		-	234,213		234,213
318	Electrical Const. Reserves	8,126.19	86,541.71	94,667.90	1,585.00	10,000		-	106,253		106,253
320	USDA Water System Improvements	-		-	16,178,150.00	-	-	(16,178,150)	-		-
360	NMFA Projects	-	-	-	2,450,462.00	109,000		(2,463,007)	96,455		96,455
370	Water Trust Board Projects	-		-	641,146.00	71,000		(685,540)	26,606		26,606
380	Other State Funded Projects	-		-	1,623,988.00	2,189		(1,626,177)	-		-
	<b>Subtotal</b>	<b>1,159,472.61</b>	<b>1,657,292.46</b>	<b>2,816,765.07</b>	<b>23,069,775.00</b>	<b>476,370</b>	<b>(140,180)</b>	<b>(22,668,230)</b>	<b>3,554,500</b>		<b>3,554,500</b>

Fund No.	Fund	Actual Beginning Cash Balance 7/1/2021	+ Investments 7/1/2021	Cash & Investments	Estimated / Budgeted + Revenues 2021-22	Cash + Transfers In 2021-22	Cash - Transfers Out 2021-22	Estimated / Budgeted - Expenditures 2021-22	Estimated Ending Cash = Balance 6/30/2022	DFA Local Reserve - Requirement General Fund Only	Estimated Ending Cash = Balance 6/30/2022
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<b>DEBT SERVICE FUND</b>											
403	Debt Service Fund	112,934.26	2,286,213.03	2,399,147.29	342,011.00	461,783	-	(958,168)	2,244,773		2,244,773
	<b>Subtotal</b>	<b>112,934.26</b>	<b>2,286,213.03</b>	<b>2,399,147.29</b>	<b>342,011.00</b>	<b>461,783</b>	<b>-</b>	<b>(958,168)</b>	<b>2,244,773</b>		<b>2,244,773</b>

<b>ENTERPRISE FUNDS</b>											
501	Cemetery	39,663.55	-	39,663.55	8,520.00	-	-	(12,000)	36,184		36,184
502	Utility Office	45,439.58	-	45,439.58	43,800.00	431,700	-	(509,070)	11,870		11,870
503	Electric Division	1,252,477.04		1,252,477.04	7,372,173.00	-	(1,917,705)	(6,347,261)	359,684		359,684
504	Water Division	521,181.54		521,181.54	1,504,430.00	-	(686,147)	(868,727)	470,738		470,738
505	Solid Waste Division	1,132,867.20	424,206.95	1,557,074.15	2,312,956.00	-	(900,249)	(2,384,421)	585,360		585,360
506	Waste Water Division	518,185.40		518,185.40	1,164,625.00	-	(337,550)	(957,348)	387,912		387,912
507	Transfer Station	20.09		20.09	-	-	-	-	20		20
508	Golf Course	24,439.88	-	24,439.88	41,515.00	206,437	-	(270,023)	2,369		2,369
509	Municipal Airport	41,041.28	-	41,041.28	223,225.00	144,238	(2,189)	(371,567)	34,748		34,748
	<b>Subtotal</b>	<b>3,575,315.56</b>	<b>424,206.95</b>	<b>3,999,522.51</b>	<b>12,671,244.00</b>	<b>782,375</b>	<b>(3,843,840)</b>	<b>(11,720,417)</b>	<b>1,888,885</b>	<b>-</b>	<b>1,888,885</b>

<b>INTERNAL SERVICE &amp; FIDUCIARY FUNDS</b>											
600	Internal Service Fund	28,141.75	-	28,141.75	10,000.00	43,000		(70,500)	10,642		10,642
700	Court Bond Fund	1,000.41	-	1,000.41	-	-	-	-	1,000		1,000
	<b>Subtotal</b>	<b>29,142.16</b>	<b>-</b>	<b>29,142.16</b>	<b>10,000.00</b>	<b>43,000</b>	<b>-</b>	<b>(70,500)</b>	<b>11,642</b>		<b>11,642</b>

<b>GRAND TOTAL (ALL FUNDS)</b>		<b>8,269,468</b>	<b>4,473,764</b>	<b>12,743,233</b>	<b>42,810,720</b>	<b>4,848,423</b>	<b>(4,848,423)</b>	<b>(45,385,457)</b>	<b>10,168,496</b>	<b>(519,037)</b>	<b>9,649,459</b>
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**City of Truth or Consequences  
General Fund Department Listing and Budget Allocation  
Fiscal Year 2021-2022**

Department Name	Budgeted Expenditures	
	From General Fund (GF)	% of GF
Animal Shelter	\$ 179,350	2.88%
Animal Control	\$ 181,481	2.91%
City Clerk's Office	\$ 216,559	3.48%
City Manager's Office	\$ 314,951	5.06%
Community Development - Assistant City Manager	\$ 204,914	3.29%
Community Services	\$ 103,725	1.67%
Facility Management	\$ 375,231	6.02%
Finance	\$ 477,158	7.66%
Fire Department	\$ 21,500	0.35%
Governing Body	\$ 228,931	3.68%
Hospital Gross Receipts Tax	\$ 269,000	4.32%

Department Name	Budgeted Expenditures	
	From General Fund (GF)	% of GF
Library	\$ 218,036	3.50%
Municipal Court	\$ 270,913	4.35%
Parks & Recreation	\$ 407,976	6.55%
Police Department	\$ 1,499,903	24.08%
Fleet Maintenance - Service Center	\$ 189,694	3.05%
Streets	\$ 421,571	6.77%
Utilities, Insurance, Software, Audit, Etc. for General Fund's Portions *See Note	\$ 647,550	10.40%
	<b>\$ 6,228,443</b>	

Note: Utilities, Insurance, Software, Audit, Etc. for General Fund's Portions

Each Department in the General and Enterprise Funds pay for their own telephone services. Utilities for all General Funds are paid from this line item. The Enterprise funds pays for their own portion of utilities, software, vehicle , general liability, and property insurance, and the annual audit.

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

Carol Kirkpatrick, Finance Director reviewed the Purchase Requisitions over \$20,000 that was provided in the packet.

**Commissioner Mitchell moved to approve Purchase Requisitions over \$20,000. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Review and approval of the reclassification of the existing Deputy Chief Position to a Police Sergeant Position:**

Victor Rodriguez, Chief of Police explained that his job as the Chief of Police is to evaluate where the organization is, and to look at our positions at the Police Department which is 12 positions, including his. Right now we have a Chief of Police, a Deputy Chief of Police, a Lieutenant, and one Sergeant. As he tries to improve his department, and better serve our community, he believes that the re-classification of the Deputy Chief Position is better fit if we create another Police Sergeant position. That would allow him to put one Sergeant on each shift so the Officers have supervisory assistance and guidance at all times. We have a Lieutenant that is above that in the mid management role, and then he as the Chief of Police is the administrator. That is why he is asking for the reclassification in these two positions.

City Manager Swingle added that an organization this small doesn't need two administrators it will be wise for us to eliminate the Deputy Chief position and make it into a Police Sergeant Position so we can have more people in the trenches, and let the Chief, and Lieutenant handle the administrative matters.

**Commissioner Fahl made a motion to approve reclassification of the existing Deputy Chief Position to a Police Sergeant Position. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Appointment of a Governing Body Board Member to serve on the Spaceport America Committee:**

Mayor Pro-Tem Hechler explained that the Spaceport Committee hasn't met in over 2 years because of the pandemic, and sue to that our community has lost touch with Spaceport, we and are no longer in the know when it comes to what is happening out there. He thinks it is important that we are so he wanted to have discussions about resurrecting the Spaceport America Committee. In the past we had members from the City Commission, Elephant Butte Commission, Sierra County Commission, and a member from the Tourism Board. The Spaceport Committee is not a decision making

body. The committee is set up for Spaceport America to communicate directly with the entities in Sierra County. The committee will sit together as a group with Spaceport America, and represent Sierra County so we can get the information all at once. It's basically an information gathering situation. Once we meet with Spaceport America, then our individual representatives will go back to their various Commissions or Boards, and report what is happening at Spaceport. The things that will be reported is news and upcoming events. Spaceport branch or buildings and expansions. New companies locating to Spaceport, or the potential of new companies and what is involved. This is a catalyst for us to be able to let them know the way we feel, how our taxes are spent, and what we would like to have here. We need to know what is happening at the Spaceport because it allows us to prepare for special events so we can correspond, and bring tourism to our community. He expressed that he will be willing to serve on the board, and be the Chairman if needed.

**Mayor Forrister made a motion to appoint Mayor Pro-Tem Hechler to serve as a member on the Spaceport America Committee. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**I. EXECUTIVE SESSION:**

- 1. Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7).**
- 2. Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8).**

**Mayor Pro-Tem Hechler made a motion to go into executive session at 11:56 a.m. to discuss Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7), and Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Forrister reconvened the meeting in open session at 12:30 p.m.

**Commissioner Fahl certified that only matters pertaining to Threatened & Pending Litigation (Erica Baker vs. City of T or C) pursuant to 10-15-1(H.7), and Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8) was discussed in Executive Session.**

No action was taken.

**K. ADJOURNMENT:**

**Mayor Pro-Tem Hechler moved to adjourn at 12:31 p.m. Commissioner Mitchell seconded the motion. Motion carried unanimously.**

CITY COMMISSION JANUARY 26, 2022 REGULAR MEETING MINUTES

**Passed and Approved this 9<sup>th</sup> day of February, 2022.**

\_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

\_\_\_\_\_  
Angela A. Torres, CMC, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: F.2

**SUBJECT:** Acknowledge Regular Lodgers Tax Advisory Board Minutes, November 15, 2021.  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** February 3, 2022  
**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 2-9-2022

**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 entire 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.**

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.

**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 entire 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 28<sup>th</sup>.

**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 24<sup>th</sup> DAY OF JANUARY 2022.**

  
\_\_\_\_\_  
**Jake Foerstner, Chairman**  
**Lodgers Tax Advisory Board**

## Lodgers' Tax Award Tracking Sheet

Lodgers' Tax Meeting Date: October 26, 2021

Applicant: Geronimo Trail Scenic Byway

Project(s) Applied For:

1) geronimotrail.com website updates & hosting

Amount Requested: \$1500 Amount Approved: \$1500

Approved x Postponed        Denied       

Reason for Postponement/Denial/Different Award Amount:

\_\_\_\_\_  
\_\_\_\_\_

2) Geronimo Trail Scenic Byway brochure reprint

Amount Requested: \$2500 Amount Approved: 0

Approved        Postponed x Denied       

Reason for Postponement/Denial/Different Award Amount: there was no information on the application regarding how many brochures were being printed nor was a sample brochure provided so that the LTAB could see what was being reprinted.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: F.3

**SUBJECT:** Acknowledge Regular Library Advisory Board Minutes, January 31, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 9, 2022

**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 2-9-2022

## **Minutes of the Library Advisory Board Meeting, Monday, January 31, 2022**

The meeting was called to order at 5:30 p.m. by Chairman Angie Torres. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Angie Torres, Board Members Terie Hafner and Brendan Tolley, and Library Director Pat O'Hanlon. Board Members Michael Bankson and Bonnye Warwick had called in, and are excused. The agenda for the meeting was approved; motion to approve was made by Brendan Tolley, and seconded by Terie Hafner. The minutes of the October 25, 2021 regular meeting were approved as read, motion to approve made by Brendan Tolley and seconded by Terie Hafner. The affirmative votes on both motions were unanimous.

### **COMMENTS FROM THE PUBLIC:**

- None

### **REPORTS:**

- Board members: None
- Library Foundation: The current value as shown on the December 31, 2021 statement is \$24,448.98.
- Friends of the Library: No report.
- Director's report: A library patron, who told us he is retired military, and that this is his current project, brought a jigsaw puzzle into the library, asking permission to set it up in a place where the public could work on it. He told us that he has put similar puzzles in several libraries in New Mexico -- he mentioned Alamogordo, Socorro, and Magdalena, among others. His stated purpose is to give communities an activity they can work on together, for the simple purpose of promoting cooperation. He said his motto is "It takes a village to complete a 1,000 piece jigsaw puzzle." We gave him one of the round tables, and he set the puzzle up, turned all the pieces face-up, and while he did not leave his name, he did leave us 1,000 pieces of jigsaw puzzle. The public does, in fact, appear to be working on it.

**OLD/UNFINISHED BUSINESS:** The suggestion that we re-visit the subject of overdue book fines has been withdrawn.

**NEW BUSINESS:** None.

There being no further business to come before the Board, the motion to adjourn was made by Terie Hafner and was seconded by Brendan Tolley. The motion was unanimously approved, and the meeting was adjourned at 5:40 p.m. The Board's next regular meeting is scheduled for Monday, April 25, 2022.

Respectfully submitted,

Angela D. Torres, Chairman  
Pat O'Hanlon, Library Director



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: F.4

**SUBJECT:** Accounts Payable – JANUARY 2022  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** January 28, 2022  
**SUBMITTED BY:** Ruby Otero, Accounts Payable  
**WHO WILL PRESENT THE ITEM:** City Manager 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 JANUARY 2022

**Attachments:**

- End of Month Accounts Payable Report by Fund

**Fiscal Impact (Finance): Yes**

All Funds Summary is a total of \$ 788,073.57

**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 2-09-2022



Truth or Consequences

# Expense Approval Report

By Fund

Payable Dates 1/1/2022 - 1/31/2022

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE \_\_\_\_\_ DATE: \_\_\_\_\_

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	101-1009-47420	20.00
COPPLER LAW FIRM, P.C.	11268/11269	01/06/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	2,378.89
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	238.73
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	822.83
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	102.00
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	107.06
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	267.43
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	190.80
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
INTEGRATED TECHNOLOGIES G...	7309	01/06/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
WILLIAM I. BUHLER	01042022	01/07/2022	FISH POND WATER RIGHTS FY 2...	101-1009-43770	450.00
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,687.82
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	116.60
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/GENERAL	101-1018-43780	2,432.70
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/ANIMAL SHELTER	101-1018-43780	341.94
MANANA	112-21	01/07/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	5,965.25
JAIME F. RUBIN, LLC	1321	01/07/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	7,735.27
WINDSHIELD DOCTOR	1371-1857139	01/07/2022	LABOR /LABOR TAX FOR TINTIN...	101-1012-44607	195.30
SUN VALLEY, INC.	161377/161463/161602	01/07/2022	MISC FIELD SUPPLIES FOR DEC...	101-1009-44607	433.20
QUILL CORPORATION	21755269	01/07/2022	BUSINESS CARDS FOR BRUCE 2...	101-1003-44606	15.29
SIERRA AUTO/CARQUEST	293210	01/07/2022	SPARK PLUG-DLB PLATINUM	101-1007-47420	38.32
SIERRA AUTO/CARQUEST	293210	01/07/2022	IGNITION COIL	101-1007-47420	331.20
SIERRA AUTO/CARQUEST	293210	01/07/2022	INTAKE MANIFOLD	101-1007-47420	191.41
SIERRA AUTO/CARQUEST	293317	01/07/2022	XBO HITCH PINS	101-1009-47420	19.58
SIERRA AUTO/CARQUEST	293317	01/07/2022	XBO PIN SET	101-1009-47420	14.99
SIERRA AUTO/CARQUEST	293317	01/07/2022	GWR 82244 HMR DEAD BLOW ...	101-1009-47420	49.34
SIERRA AUTO/CARQUEST	293317	01/07/2022	YNP RELAY FOR FORD F-350	101-1009-47420	112.16
SIERRA AUTO/CARQUEST	293466	01/07/2022	EGR TUBE	101-1007-47420	77.35
SIERRA AUTO/CARQUEST	293677	01/07/2022	BATTERY CHARGER	101-1012-44613	699.99
SILVERSKY, INC.	446806-SI	01/07/2022	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	166.54
TRANS UNION RISK & ALTERNAT..	485949-2021121-1	01/07/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
VERIZON WIRELESS	9895907423	01/07/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	247.08
VERIZON WIRELESS	9895907423	01/07/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	123.54
TDS	.01012022	01/14/2022	INTERNET SERVICE/PD OPEN PO..	101-1007-43775	149.00
TURTLEBACK PEST CONTROL, I...	01072022	01/14/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
AJ PREP SALES AND SERVICE	01112022	01/14/2022	LOCKING OF PARK FACILITIES P...	101-1009-48599	350.00
SIERRA COUNTY SENTINEL	108439	01/14/2022	HELP WANTED ADS FY21-22 - O...	101-1004-43740	423.73
SIERRA COUNTY SENTINEL	108502	01/14/2022	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	545.80

## Expense Approval Report

Payable Dates: 1/1/2022 - 1/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOMESTIC ABUSE INTERVENTI...	11022	01/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
COMPANION ANIMAL ACTION ...	11222	01/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	375.00
WINDSHIELD DOCTOR	1371-1857571	01/14/2022	LABOR/LABOR TAX TO TINT WL...	101-1012-44607	206.15
THE CLUB OF SIERRA COUNTY	1522	01/14/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	2,500.00
ALARM CONTROL TECHNOLOGI...	23439/23438	01/14/2022	FIRE ALARM MONITORING	101-1014-47410	53.94
ARENAS VALLEY ANIMAL CLINIC,...	328357/10003524	01/14/2022	GETTING ANIMALS FIXED	101-1006-48598	1,182.13
SIERRA VETERINARY SERVICES,L...	63619/63749	01/14/2022	VETERINARY SERVICES	101-1006-48598	249.00
SIERRA VETERINARY SERVICES,L...	63763/63818	01/14/2022	VETERINARY SERVICES	101-1006-48598	199.50
SIERRA VETERINARY SERVICES,L...	63824/63874	01/14/2022	VETERINARY SERVICES	101-1006-48598	104.16
SIERRA VETERINARY SERVICES,L...	63926	01/14/2022	VETERINARY SERVICES	101-1006-48598	279.48
TYLER BUSINESS FORMS	6676	01/14/2022	BLANK 4 UP W-2	101-1004-44606	151.60
TYLER BUSINESS FORMS	6676	01/14/2022	1095-C IRS COPY	101-1004-44606	79.48
TYLER BUSINESS FORMS	6676	01/14/2022	1095C	101-1004-44606	192.98
TYLER BUSINESS FORMS	6676	01/14/2022	SELF SEAL ENVELOPES	101-1004-44606	90.00
BRADY INDUSTRIES, LLC	7153435	01/14/2022	GLASS CLEANER AERO 19OZ	101-1014-44607	141.60
BRADY INDUSTRIES, LLC	7153435	01/14/2022	CENTER PULL HAND TOWELS	101-1014-44607	595.10
BRADY INDUSTRIES, LLC	7153435	01/14/2022	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES, LLC	7153435	01/14/2022	LARGE BLACK TRASH LINERS	101-1014-44607	250.62
QUEST DIAGNOSTICS, INC.	9196587423	01/14/2022	SCREENING & MRO FEE FY21-22..	101-1004-48599	108.80
JAFFEE BLOMQUIST	939076	01/14/2022	GAS REIMBURSEMENT-1/5/22	101-1007-43316	30.41
LASTING PAWS PET MEMORIAL ...	LC10391-I-0022	01/14/2022	ANIMAL CREMATION	101-1006-48599	318.30
WEX BANK	...123121	01/21/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	543.36
WEX BANK	.123121	01/21/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	3,378.06
WEX BANK	.12312021	01/21/2022	WEX FUEL CARD OPEN P.O.	101-1009-43316	185.12
CITY UTILITIES	010522	01/21/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	74.88
KING'S LOCKSMITH	08016	01/21/2022	KEYS FOR THE POLICE DEPART...	101-1007-44606	27.80
MATTHEW 25 FOOD PANTRY INC	11822	01/21/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,250.00
CHAPARRAL SURVEYING, LLC	122021	01/21/2022	1308 TIN STREET	101-1010-48598	855.50
CHAPARRAL SURVEYING, LLC	122021	01/21/2022	ACCOUNT NO. 20672 - UPC 302...	101-1010-48598	1,069.38
WEX BANK	12312021	01/21/2022	UNLEADED FUEL WEX CARD	101-1014-43316	552.99
SIERRA JOINT OFFICE ON AGING	1522	01/21/2022	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	11,750.00
OFFICE DEPOT	218005015001	01/21/2022	MEMO BOOKS	101-1007-44606	40.82
OFFICE DEPOT	218005015001	01/21/2022	SCOTCH TAPE	101-1007-44606	38.09
OFFICE DEPOT	218005015001	01/21/2022	MESSAGE BOOK	101-1007-44606	31.78
OFFICE DEPOT	218005015001	01/21/2022	BLUE PENS	101-1007-44606	24.20
OFFICE DEPOT	218005015001	01/21/2022	AAA BATTERIES	101-1007-44606	41.56
OFFICE DEPOT	218005015001	01/21/2022	BLACK PENS	101-1007-44606	24.20
OFFICE DEPOT	218005015001	01/21/2022	FILE FOLDERS	101-1007-44606	53.90
OFFICE DEPOT	218005015001	01/21/2022	STAPLES	101-1007-44606	6.44
OFFICE DEPOT	218005015001	01/21/2022	HP 63 XL INK	101-1007-44606	127.88
OFFICE DEPOT	218005015001	01/21/2022	RECEIPT BOOK	101-1007-44606	6.76
OFFICE DEPOT	218005015001	01/21/2022	CD-R	101-1007-44606	103.68
OFFICE DEPOT	218005015001	01/21/2022	DESK CALENDAR	101-1007-44606	19.17
OFFICE DEPOT	218005015001	01/21/2022	BANKER BOXES	101-1007-44606	94.10
OFFICE DEPOT	218005015001	01/21/2022	POST IT NOTES	101-1007-44606	19.23
OFFICE DEPOT	218005015001	01/21/2022	AA BATTERIES	101-1007-44606	41.94
OFFICE DEPOT	218005015001	01/21/2022	PAPER CLIPS	101-1007-44606	9.66
OFFICE DEPOT	218005015001	01/21/2022	YELLOW LABELS	101-1007-44606	16.98
OFFICE DEPOT	218005015001	01/21/2022	ORANGE LABELS	101-1007-44606	70.09
APEX TECHNOLOGIES LLC	26032	01/21/2022	MONTHLY APP ALARM MONIT...	101-1007-43770	210.00
TESTON'S FREEWAY CHEVRON	3946	01/21/2022	OPEN PO FY21/22 FUEL PURCH...	101-1013-43316	65.67
TESTON'S FREEWAY CHEVRON	3984	01/21/2022	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	420.42
SIERRA VISTA HOSPITAL / SIERR...	43024C15467	01/21/2022	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	75.00
TALON SEPTIC & POTTY SERVICE	497	01/21/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
STAPLES CONTRACT & COMME...	8064576864/8064596748	01/21/2022	GLOVES	101-1006-44607	69.30
STAPLES CONTRACT & COMME...	8064576864/8064596748	01/21/2022	LAUNDRY DETERGNET	101-1006-44607	47.48
STAPLES CONTRACT & COMME...	8064576864/8064596748	01/21/2022	BLEACH	101-1006-44607	41.72
STAPLES CONTRACT & COMME...	8064576864/8064596748	01/21/2022	DISH SOAP	101-1006-44607	14.32
STAPLES CONTRACT & COMME...	8064576864/8064596748	01/21/2022	MOP HEAD	101-1006-44607	9.62
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	238.73
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	870.24
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	57.36
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	267.43
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	190.80
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	180.73
KAREN I. MUNDY	C-2021-32	01/21/2022	2.97 ACRE TRACT ON 3RD STRE...	101-1010-48598	1,200.00
KAREN I. MUNDY	C-2021-32	01/21/2022	5.616 ACRE TRACT ON W. 2ND	101-1010-48598	1,200.00
KAREN I. MUNDY	C-2021-32	01/21/2022	612 2ND STREET	101-1010-48598	500.00
KAREN I. MUNDY	C-2021-32	01/21/2022	309 BIRCH STREET	101-1010-48598	500.00
KAREN I. MUNDY	C-2021-32	01/21/2022	1308 TIN STREET	101-1010-48598	500.00
BANK OF AMERICA	01102022	01/28/2022	WD-2TB PORTABLE HARD DRIVE	101-1008-44607	70.39
SCRDA	01112022	01/28/2022	DISPATCH SERVICES FOR THE CI...	101-1007-48599	43,398.00
BANK OF AMERICA	01132022	01/28/2022	NOTARY TESTING	101-1007-43770	90.00
ROBERT ROMERO	01142022	01/28/2022	CIVIC CENTER DEPOSIT REFUND...	101-1099-34348	300.00
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,700.14
SIERRA VISTA HOSPITAL / SIERR...	01282022	01/28/2022	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	25,240.15
PUBLIC SAFETY PSYCHOLOGICAL...	075-028	01/28/2022	PSYCH TESTING FOR SHANTEL ...	101-1007-48598	374.28
KING'S LOCKSMITH	08052	01/28/2022	COPY MASTER KEY DND	101-1009-44607	21.95
BANK OF AMERICA	1146101714	01/28/2022	PUPPY PADS	101-1006-44607	246.00
BANK OF AMERICA	1146101714	01/28/2022	DISINFECTANT	101-1006-44607	141.40
BANK OF AMERICA	1146101714	01/28/2022	SLIP LEADS	101-1006-44607	50.85
BANK OF AMERICA	1146101714	01/28/2022	TAX	101-1006-44607	41.58
BANK OF AMERICA	1146101714	01/28/2022	ANTISEPTIC SPRAY	101-1006-44607	29.98
BANK OF AMERICA	1146101714	01/28/2022	POOPER SCOOPER	101-1006-44607	20.99
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,735.37
WINDSTREAM CORPORATION	11922	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	114.48
CHAPARRAL SURVEYING, LLC	12022	01/28/2022	309 N BIRCH STREET	101-1010-48598	855.50
CHAPARRAL SURVEYING, LLC	12022	01/28/2022	LOCATE EXISTING AMERICAN T...	101-1010-48598	1,283.25
BANK OF AMERICA	12292021	01/28/2022	JAMIE SWEENEY RECERTIFICAT...	101-1008-42720	105.30
BANK OF AMERICA	12312021	01/28/2022	BOX RENTAL 3187	101-1002-43770	122.00
JORNADA CONSERVATION & D...	12722	01/28/2022	MEMBER SPONSOR ANNUAL D...	101-1003-43770	100.00
THE LINE, LLC	1450	01/28/2022	CHEST NAME EMBROIDERY	101-1007-42620	24.00
THE LINE, LLC	1450	01/28/2022	CHEST DEPARTMENT EMBROID...	101-1007-42620	24.00
THE LINE, LLC	1450	01/28/2022	5.11 SHORT SLEEVEE POLOS GR...	101-1007-42620	252.00
THE LINE, LLC	1451	01/28/2022	ATAC 2.0 SHIELD BOOTS-7.5	101-1008-42620	165.00
THE LINE, LLC	1451	01/28/2022	5.11 SIERRA BRAVO DUTY BELT...	101-1008-42620	52.80
THE LINE, LLC	1451	01/28/2022	CHEST EMBROIDERY BADGE	101-1008-42620	18.00
THE LINE, LLC	1451	01/28/2022	CHEST EMBROIDERY NAME	101-1008-42620	12.00
THE LINE, LLC	1451	01/28/2022	DISCOUNT	101-1008-42620	-55.00
THE LINE, LLC	1451	01/28/2022	DIGITIZING BADGE ONE TIME F...	101-1008-42620	60.00
THE LINE, LLC	1451	01/28/2022	5.11 STRYKE PANTS-38X36	101-1008-42620	240.00
THE LINE, LLC	1451	01/28/2022	5.11 MEN'S HELIO POLO-L	101-1008-42620	135.00
THE LINE, LLC	1453	01/28/2022	DISCOUNT	101-1008-42620	-24.00
THE LINE, LLC	1453	01/28/2022	SALOMON XA FORCES BOOTS	101-1008-42620	200.00
THE LINE, LLC	1459	01/28/2022	BADGE PATCH	101-1008-42620	52.20
EWING IRRIGATION	15925514	01/28/2022	G4 SLND ASSY PEB/PGA	101-1009-44607	253.71
DEBRA MEGONIGLE, DVM	19	01/28/2022	TRAVEL FEE	101-1006-48598	200.00
DEBRA MEGONIGLE, DVM	19	01/28/2022	EUTHANASIA	101-1006-48598	200.00
BANK OF AMERICA	259121	01/28/2022	NM NEON NOTARY STAMP	101-1003-44606	24.00
BANK OF AMERICA	259121	01/28/2022	SHIPPING & HANDLING	101-1003-44606	7.00
BANK OF AMERICA	311301	01/28/2022	DOG FOOD	101-1006-44607	482.79
NU-WAY LAUNDRY & CLEANERS	36831	01/28/2022	CARPET CLEANING SERVICE	101-1014-44607	157.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SILVERSKY, INC.	448927-SI	01/28/2022	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	182.49
CRUCES TROPHY & AWARDS CE...	84806	01/28/2022	RETIREMENT AWARD FOR DALE...	101-1014-44607	79.95
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	275.86
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	183.84
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	231.65
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	247.46
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.53
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	997.08
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	176.68
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	144.81
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	92.90
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.52
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	85.11
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	105.24

Fund 101 - General Total: 155,805.47

## Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF	123121	01/06/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	126.00
NM JUDICIAL EDUCATION CENT...	123121	01/07/2022	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	63.00

Fund 201 - Corrections Total: 189.00

## Fund: 209 - Fire

NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/FIRE STATION	209-1603-43780	1,041.97
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	210.88
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	171.39
MEGAHERTZ COMPUTER CONS...	52132	01/07/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
RON'S WELDING	1622	01/21/2022	REPAIR HYDRAULIC LINES LABOR	209-1603-47420	175.00
RON'S WELDING	1622	01/21/2022	TAX ON LABOR	209-1603-47420	14.88
RON'S WELDING	1622	01/21/2022	HYDRAULIC OIL	209-1603-47420	45.00
RON'S WELDING	1622	01/21/2022	PARTS (LINES)	209-1603-47420	35.00
TESTON'S FREEWAY CHEVRON	3960	01/21/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	155.33
LYNN'S LANDSCAPE	9606	01/21/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	396.03
MUNICIPAL EMERGENCY SERVI...	IN1662593	01/21/2022	SHIPPING	209-1603-44607	8.00
MUNICIPAL EMERGENCY SERVI...	IN1662593	01/21/2022	O2 SENSOR FOR NATURAL GAS ...	209-1603-44607	240.00
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	256.29
WINDSTREAM CORPORATION	11922	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	118.51
RON'S WELDING	12422	01/28/2022	TAX ON LABOR	209-1603-47420	8.50
RON'S WELDING	12422	01/28/2022	LABOR INSTALL AIR LINE PARTS	209-1603-47420	100.00
RON'S WELDING	12422	01/28/2022	AIR VALVE	209-1603-47420	146.00
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.41

Fund 209 - Fire Total: 3,365.44

## Fund: 211 - Law Enforce Prot

INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	211-2003-47420	115.97
REED'S TIRE CENTER	10253	01/07/2022	TIRES 245/55 R18	211-2003-47420	890.00
SIERRA AUTO/CARQUEST	293840	01/07/2022	WATER OUTLET	211-2003-47420	19.51
SIERRA AUTO/CARQUEST	293840	01/07/2022	FUEL LINE CLIP	211-2003-47420	4.45
SAFER NEW MEXICO NOW	1057	01/21/2022	TRAINING REGISTRATION FOR ...	211-2003-42535	125.00
BANK OF AMERICA	01242022	01/28/2022	WD-EASYSTORE 8TB EXTERNAL...	211-2003-44607	173.29
AMAZON CAPITAL SERVICES, IN...	1M9J-4YFD-CLWN	01/28/2022	BROTHER MOBILE LB3663	211-2003-44607	125.50
LeadsOnline LLC	323003	01/28/2022	ANNUAL FEE THIS IS THE FIRST ...	211-2003-44840	2,113.00

Fund 211 - Law Enforce Prot Total: 3,566.72

## Fund: 214 - Lodgers Tax

VETERANS MEMORIAL TRUST B...	123021	01/07/2022	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
SUNNY 505	16790	01/07/2022	GRANT MANAGEMENT (NM TO...	214-2503-47597	14,579.50
GERONIMO SPRINGS MUSEUM	1322	01/14/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	1,875.00
GERONIMO TRAIL SCENIC BYW...	1622	01/14/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	416.66
RUANNA WALDRUM	1090	01/21/2022	OPEN PO FOR LODGERS TAX C...	214-2503-60596	1,497.30
MAINSTREET T OR C	11422	01/21/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48591	11,250.00
LINDMARK OUTDOOR MEDIA	INV27334/INV27337	01/21/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
RUANNA WALDRUM	1103	01/28/2022	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	427.92

Fund 214 - Lodgers Tax Total: 31,160.92

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Payable Dates: 1/1/2022 - 1/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 216 - Muni Street</b>					
INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	216-4503-43316	166.83
INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	216-4503-47420	480.34
SIERRA AUTO/CARQUEST	293625	01/07/2022	COOLING SYSTEM FILTER	216-4503-47420	9.32
SIERRA AUTO/CARQUEST	293625	01/07/2022	FUEL FILTER	216-4503-47420	13.61
SIERRA AUTO/CARQUEST	293625	01/07/2022	OIL FILTER	216-4503-47420	29.21
SIERRA AUTO/CARQUEST	293625	01/07/2022	AIR FILTER	216-4503-47420	53.45
SIERRA AUTO/CARQUEST	293625	01/07/2022	HYD/TRANSMISSION FILTER	216-4503-47420	13.31
SIERRA AUTO/CARQUEST	293841	01/07/2022	BRAKE LINE 1/4 NICOPP	216-4503-47420	9.15
SIERRA AUTO/CARQUEST	293841	01/07/2022	162400 COMPRESSION F	216-4503-47420	5.23
SIERRA AUTO/CARQUEST	293842	01/07/2022	AIR FILTER	216-4503-47420	28.48
SIERRA AUTO/CARQUEST	293842	01/07/2022	AIR FILTER	216-4503-47420	16.18
SIERRA AUTO/CARQUEST	293842	01/07/2022	HYDRAULIC FILTER	216-4503-47420	33.85
SIERRA AUTO/CARQUEST	293842	01/07/2022	FUEL/WATER SEPARATOR	216-4503-47420	12.24
B & H OIL CO.	52866/52852/52854/52857/52...	01/14/2022	RED DIESEL	216-4503-43316	1,901.86
TESTON'S FREEWAY CHEVRON	3983	01/21/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	185.83
<b>Fund 216 - Muni Street Total:</b>					<b>2,958.89</b>
<b>Fund: 217 - Recreation</b>					
LIFEGUARD STORE INC	INV001130336	01/07/2022	SPEEDO FITNESS BAR BELLS	217-1703-44613	210.00
LIFEGUARD STORE INC	INV001130336	01/07/2022	RISE FITNESS BAR BELLS	217-1703-44613	199.50
LIFEGUARD STORE INC	INV001130336	01/07/2022	RISE SWIMMING FINNS	217-1703-44613	227.40
<b>Fund 217 - Recreation Total:</b>					<b>636.90</b>
<b>Fund: 294 - State Library</b>					
TDS	01012022	01/14/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
OCLC, INC.	1000179903	01/14/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	201.66
THE LIBRARY CORPORATION	2021120024	01/21/2022	ITSMARC SOFTWARE LICENSE R...	294-5003-60834	2,117.00
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	165.86
<b>Fund 294 - State Library Total:</b>					<b>2,584.47</b>
<b>Fund: 295 - Muni Pool</b>					
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	28.80
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/SWIMMING POOL	295-4803-43780	2,736.57
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	815.84
POOL PRO, LLC	202581	01/14/2022	CALCIUM HYPOCHLORITE 1" TA...	295-4803-44607	684.00
POOL PRO, LLC	202581	01/14/2022	SHIPPING	295-4803-44607	220.00
POOL PRO, LLC	202581	01/14/2022	ACID MAGIC	295-4803-44607	1,144.00
POOL PRO, LLC	202581	01/14/2022	CYANURIC ACID	295-4803-44607	512.00
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	27.18
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	606.00
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.37
<b>Fund 295 - Muni Pool Total:</b>					<b>7,402.76</b>
<b>Fund: 296 - PD GRT</b>					
APEX TECHNOLOGIES LLC	26031	01/21/2022	3 EACH 40" TV WITH MOUNTS	296-2403-44615	900.00
APEX TECHNOLOGIES LLC	26031	01/21/2022	1 EACH CAMERA LICENSE	296-2403-44615	125.00
APEX TECHNOLOGIES LLC	26031	01/21/2022	WIRE, WIRE MOLD, CONNECTO...	296-2403-44615	150.00
APEX TECHNOLOGIES LLC	26031	01/21/2022	1 EACH 2 MEGAPIXEL CAMERA	296-2403-44615	150.00
APEX TECHNOLOGIES LLC	26031	01/21/2022	LABOR TO MOUNT AND INSTALL...	296-2403-44615	974.81
INTEGRATED TECHNOLOGIES G...	7323	01/28/2022	LABOR	296-2403-44613	274.92
INTEGRATED TECHNOLOGIES G...	7323	01/28/2022	DELL OPTIPLEX 7090 TOWER	296-2403-44613	1,999.00
WAC UPFITTERS	7992	01/28/2022	3/4" 17' RG-58/U CO-AXIAL	296-2403-44615	13.00
WAC UPFITTERS	7992	01/28/2022	KENWOOD NX-570 VHF 136-17...	296-2403-44615	897.60
WAC UPFITTERS	7992	01/28/2022	LABOR 2	296-2403-44615	275.08
WAC UPFITTERS	7992	01/28/2022	LARSEN 150/450/800 TRI-BRAN...	296-2403-44615	30.00
WAC UPFITTERS	7992	01/28/2022	RADIO PROGRAMMING	296-2403-44615	55.00
WAC UPFITTERS	7993	01/28/2022	GRAPHIC TORC CODE ENFORC...	296-2403-44613	720.00
WAC UPFITTERS	7993	01/28/2022	LABOR FOR GRAPHICS	296-2403-44613	425.00
WAC UPFITTERS	7993	01/28/2022	CURT CLASS III HITCH	296-2403-44613	179.10
WAC UPFITTERS	7993	01/28/2022	LABOR	296-2403-44613	170.00
WAC UPFITTERS	7993	01/28/2022	11-18 EXPLORER HITCH WIRING	296-2403-44613	51.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WAC UPFITTERS	7993	01/28/2022	LABOR	296-2403-44613	1,513.96
WAC UPFITTERS	7993	01/28/2022	SHOP_SUPPLIES	296-2403-44613	135.00
AXON ENTERPRISE, INC.	INUS047815	01/28/2022	ANNUAL PAYMENT FOR AXON ...	296-2403-44613	7,056.00
<b>Fund 296 - PD GRT Total:</b>					<b>16,095.07</b>
<b>Fund: 303 - Vet Wall</b>					
WINDSTREAM CORPORATION	11922	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	158.98
<b>Fund 303 - Vet Wall Total:</b>					<b>158.98</b>
<b>Fund: 380 - OTHER STATE FUNDED PROJECTS</b>					
WILSON & COMPANY, INC. ENG...	102983	01/14/2022	ENGINEERING SERVICES VACU...	380-7001-80860	17,937.74
<b>Fund 380 - OTHER STATE FUNDED PROJECTS Total:</b>					<b>17,937.74</b>
<b>Fund: 403 - Pledge State</b>					
NEW MEXICO FINANCE AUTHOR..	123121	01/07/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	123121	01/07/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	123121	01/07/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
<b>Fund 403 - Pledge State Total:</b>					<b>18,834.93</b>
<b>Fund: 501 - Cemetary</b>					
HOT SPRINGS CEMETERY ASSOC...	01072022	01/14/2022	HOT SPRINGS CONTRACTED SE...	501-1803-47415	1,000.00
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	439.54
<b>Fund 501 - Cemetary Total:</b>					<b>1,439.54</b>
<b>Fund: 502 - Util Office - Pool</b>					
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	276.00
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	256.73
PITNEY BOWES INC.	3314843070	01/07/2022	RENTAL OF EQUIP PITNEY BOW...	502-3601-43465	3,514.41
INSTA-COPY IMAGING	562072	01/14/2022	10,000 #10 WINDOW & 10,000 ...	502-3601-43740	1,419.01
TESTON'S FREEWAY CHEVRON	3982	01/21/2022	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	265.53
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	276.00
FOXWORTH-GALBRAITH	674529	01/28/2022	WATER METER BRASS KEY	502-3601-44607	27.98
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	189.19
<b>Fund 502 - Util Office - Pool Total:</b>					<b>6,224.85</b>
<b>Fund: 503 - Electric</b>					
INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	503-3702-47420	404.64
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	435.03
WILLIAM MONTOYA	696585	01/06/2022	REIMBURSEMENT 20 AMP PLUG...	503-3702-44607	9.75
INTEGRATED TECHNOLOGIES G...	7309	01/06/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
SIERRA COUNTY SENTINEL	.108146	01/07/2022	TRI-STATE POWER OUTAGE AD...	503-3702-43740	78.73
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/ELECTRIC	503-3702-43780	86.81
REED'S TIRE CENTER	10255	01/07/2022	TIRE MOUNT & BALANCE- 0756...	503-3702-47420	84.91
SIERRA COUNTY SENTINEL	108146	01/07/2022	2 WEEK ADVERTISEMENT- TRIS...	503-3702-43740	154.61
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,945.47
SUN VALLEY, INC.	161423/6	01/07/2022	DISCOUNT	503-3702-44607	-19.46
SUN VALLEY, INC.	161423/6	01/07/2022	PVC CEMENT	503-3702-44607	15.99
SUN VALLEY, INC.	161423/6	01/07/2022	4" WHITE CHIP BRUSH	503-3702-44607	30.32
SUN VALLEY, INC.	161423/6	01/07/2022	44" SHOP LIGHT	503-3702-44607	103.98
SUN VALLEY, INC.	161423/6	01/07/2022	SHOVEL	503-3702-44607	71.98
SUN VALLEY, INC.	161423/6	01/07/2022	36" HANDLE PICK	503-3702-44607	61.99
SUN VALLEY, INC.	161423/6	01/07/2022	NUTS & BOLTS	503-3702-44607	7.14
SUN VALLEY, INC.	161423/6	01/07/2022	DUCT TAPE	503-3702-44607	18.98
SUN VALLEY, INC.	161423/6	01/07/2022	HIGH HEAT TORCH KIT	503-3702-44607	47.99
SUN VALLEY, INC.	161423/6	01/07/2022	CUTTING WHEEL 4.5x.045x7/8	503-3702-44607	37.90
SUN VALLEY, INC.	161454/6	01/07/2022	DISCOUNT	503-3702-44607	-2.15
SUN VALLEY, INC.	161454/6	01/07/2022	15A 125V 3 WIRE PLUG	503-3702-44607	5.49
SUN VALLEY, INC.	161454/6	01/07/2022	15A HD CONNECTOR	503-3702-44607	16.98
SUN VALLEY, INC.	161454/6	01/07/2022	CORD CONNECTOR	503-3702-44607	8.49
SUN VALLEY, INC.	161454/6	01/07/2022	15A VINYL PLUG	503-3702-44607	11.98
SIERRA AUTO/CARQUEST	293676	01/07/2022	ALTERNATOR ALT-BO IR/EF 121...	503-3702-47420	199.05
SILVERSKY, INC.	446806-SI	01/07/2022	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	166.53
WESTERN UNITED ELECTRIC	6046363/6050526	01/07/2022	LED VERDEON FIXTURE	503-3702-44607	7,833.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WESTERN UNITED ELECTRIC	6046363/6050526	01/07/2022	70 WATT LED FIXTURE	503-3702-44607	11,640.00
LANDIS+GYR TECHNOLOGY, INC	90349945	01/07/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
SIERRA ELECTRIC CO-OP, INC.	01072022/01032022	01/14/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	558.67
SIERRA ELECTRIC CO-OP, INC.	01072022/01032022	01/14/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	226,242.73
TRIPLE H SOLAR, LLC	0283	01/14/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	2,730.00
SSA SOLAR OF NM 4, LLC	NM-14-015A-202112-1	01/14/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	16,039.41
CITY UTILITIES	010522	01/21/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	15.50
TESTON'S FREEWAY CHEVRON	3985	01/21/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,782.27
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	318.62
VERIZON WIRELESS	9896473062	01/21/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.93
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	176.64
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	606.00
MCKINLEY SALES COMPANY, IN...	11922	01/28/2022	SUBSTATION LEAK REPAIR/SOU...	503-3702-47415	47,900.00
TRI-STATE GENERATION & TRA...	303399	01/28/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,276.58
SILVERSKY, INC.	448927-SI	01/28/2022	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	182.48
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	191.42
<b>Fund 503 - Electric Total:</b>					<b>361,063.07</b>

## Fund: 504 - Water

NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	149.70
INTEGRATED TECHNOLOGIES G...	7309	01/06/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	FLEETRITE ATF	504-3803-47420	20.40
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	BARB TY	504-3803-47420	4.80
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	SHOP SUPPLIES	504-3803-47420	87.91
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	FLEET AER NON CHL BRAKE CLE...	504-3803-47420	7.94
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	LABOR/LABOR TAX	504-3803-47420	793.50
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	ASSEMBLY OF POWER STEERING...	504-3803-47420	432.64
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	ASSEMBLY FOR POWER STEERI...	504-3803-47420	334.84
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	SWITCH	504-3803-47420	139.43
BORDER INTERNATIONAL TRUC...	R4002073402	01/06/2022	POWER STEERING LINE	504-3803-47420	186.56
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/WATER	504-3803-43780	104.46
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	8,691.41
TAXATION AND REVENUE	12312021	01/07/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	950.56
SUN VALLEY, INC.	161407/161504/161529/16163...	01/07/2022	UNSTOCKED FIELD SUPPLIES DE...	504-3803-44607	229.76
SIERRA AUTO/CARQUEST	294159	01/07/2022	HC 5521-8 1/2-13 KIT (COILS FO...	504-3803-47420	37.94
SILVERSKY, INC.	446806-SI	01/07/2022	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	166.52
STEVE BELL CONSTRUCTION	C18110	01/07/2022	ANNUAL USE OF CRUSHER FINES	504-3803-47415	576.00
STEVE BELL CONSTRUCTION	C18110	01/07/2022	ANNUAL USE OF BASECOURSE	504-3803-47415	456.00
NM WATER & WASTEWATER A...	0172022	01/14/2022	NMWWA PRE-REGISTRATION A...	504-3803-42720	353.00
NM WATER & WASTEWATER A...	0172022	01/14/2022	NMWWA PRE-REGISTRATION A...	504-3803-42720	353.00
NM WATER & WASTEWATER A...	0172022	01/14/2022	NMWWA PRE-REGISTRATION A...	504-3803-42720	353.00
COOPERATIVE EDUCATIONAL S...	24-122086	01/14/2022	ENGINEERING SERVICES WATER...	504-3803-48598	4,136.79
PURE OPERATIONS, LLC	...NI214822	01/21/2022	ANNUAL WATER METER TESTI...	504-3803-47420	54.16
WESTERN FIX, LLC	23	01/21/2022	6 PAIR OF PANTS ROCKY STARR	504-3803-42620	300.00
JAMES, COOKE & HOBSON, INC.	232244	01/21/2022	AURORA SEAL REPAIR KIT P/N 4...	504-3803-47415	1,034.00
COOPERATIVE EDUCATIONAL S...	24-122556	01/21/2022	ENGINEERING SERVICES WATER...	504-3803-48598	4,044.34
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	STL FULL CIRCLE 6" X 12.5"-6.56...	504-3803-44607	918.18
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	ROAMC MACRO CPLG 6" TWO ...	504-3803-44607	1,268.40
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	NS COPPER GASKET 1" FLARE C...	504-3803-44607	352.00
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	PIPE LUBE 1 GALLON	504-3803-44607	30.28
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	BRASS STRAIGHT CPLG 3/4" UL...	504-3803-44607	725.25
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	WRAP CLAMP 1.32 X 3" (1"STEE...	504-3803-44607	197.89
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	STL FULL CIRCLE 4" X7.5"-4.45 ...	504-3803-44607	611.76
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	WRAP CLAMP 1.32 X6" (1" STEE...	504-3803-44607	568.80
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	STL FULL CIRCLE 2"X7.5" 2.35 T...	504-3803-44607	499.92
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	NS CHAMFER TOOL 1" PEP/IPS...	504-3803-44607	144.06
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	NS CHAMFER TOOL 3/4" PEP/IP...	504-3803-44607	138.80
BAKER UTILITY SUPPLY CORP.	295758/295944/295943	01/21/2022	ROMAC MACRO HP CPLG 4" T...	504-3803-44607	818.72
BAKER UTILITY SUPPLY CORP.	295960	01/21/2022	1" WATER METERS	504-3803-44607	740.00
TESTON'S FREEWAY CHEVRON	3989	01/21/2022	DIESEL FUEL	504-3803-43316	796.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TESTON'S FREEWAY CHEVRON	3989	01/21/2022	UNLEADED FUEL	504-3803-43316	703.97
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	139.20
DPC INDUSTRIES, INC.	DE74000870-21	01/21/2022	DEMURRAGE	504-3803-43465	60.00
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	722.20
BANK OF AMERICA	07212	01/28/2022	WORK SHIRTS FOR ROCKY STARR	504-3803-42620	52.92
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	606.00
BANK OF AMERICA	145861	01/28/2022	WORK JACKET FOR LUIS SANCH...	504-3803-42620	49.99
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	STAPLES 30% RECYCLED COPY P...	504-3803-44606	43.49
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	2022 TRU RED 12"X23" WALL C...	504-3803-44606	27.68
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	ASTM LEVEL 1 DISPOSABLE FAC...	504-3803-44606	116.99
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	DURACELL COPPERTOP ALKALI...	504-3803-44606	13.79
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	PENTEL R.S.V.P BALLPOINT BLUE...	504-3803-44606	16.56
STAPLES CONTRACT & COMME...	3495371666/3495044879/349...	01/28/2022	2022 HOUSE OF DOLITTLE 48" X...	504-3803-44606	14.29
SILVERSKY, INC.	448927-SI	01/28/2022	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	182.48
BANK OF AMERICA	8126202	01/28/2022	SKILLPATH TRAINING RENEWAL	504-3803-42720	349.00
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.52

**Fund 504 - Water Total: 36,562.63**

**Fund: 505 - Solid Waste**

INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	505-3904-43316	118.89
INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	505-3904-47420	268.74
4 RIVERS EQUIPMENT	1203812	01/06/2022	SEAT BELT	505-3904-47420	241.88
4 RIVERS EQUIPMENT	1203812	01/06/2022	LOCK NUT	505-3904-47420	3.60
4 RIVERS EQUIPMENT	1203812	01/06/2022	WASHER	505-3904-47420	67.67
4 RIVERS EQUIPMENT	1203812	01/06/2022	STREET PAD	505-3904-47420	222.76
BORDER RECAPPING, LLC	3007318	01/06/2022	11R225 SPREAD AXLE	505-3904-44607	150.00
BORDER RECAPPING, LLC	3007318	01/06/2022	11R225 SPREAD AXLE	505-3904-44607	150.00
BORDER RECAPPING, LLC	3007318	01/06/2022	11R225 SPREAD AXLE	505-3904-44607	150.00
BORDER RECAPPING, LLC	3007318	01/06/2022	11R225 SPREAD AXLE	505-3904-44607	150.00
BORDER RECAPPING, LLC	3007318	01/06/2022	11R225 SPREAD AXEL	505-3904-44607	150.00
BORDER RECAPPING, LLC	3007318	01/06/2022	RAD.SPOT W/RETREAD	505-3904-44607	14.86
BORDER RECAPPING, LLC	3007318	01/06/2022	RADIAL SPOT W/RETREAD	505-3904-44607	14.86
BORDER RECAPPING, LLC	3007318	01/06/2022	RAD SPOT W/RETREAD	505-3904-44607	14.86
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	456.72
INTEGRATED TECHNOLOGIES G...	7309	01/06/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
CITY OF LAS CRUCES	83649	01/06/2022	SCSWA OPEN PO FY2021-2022	505-3904-45601	30,988.90
PETE'S EQUIPMENT, INC.	0031885	01/07/2022	TROUBLE SHOOT BODY FUNCTI...	505-3904-47420	525.00
PETE'S EQUIPMENT, INC.	0031885	01/07/2022	LABOR TAX	505-3904-47420	39.38
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/RECYCLE CENTER	505-3904-43780	76.98
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	521.21
SILVERSKY, INC.	446806-SI	01/07/2022	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	166.52
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	LABOR/LABOR TAX	505-3904-47420	1,348.44
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	BREATHING FILTER	505-3904-47420	17.69
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	MATERIALS USED FOR INSTALL...	505-3904-47420	62.50
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	HYDRAULIC PUMP ASSEMBLY	505-3904-47420	5,307.24
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	HYDRAULIC FLUID/ FREIGHT FO...	505-3904-47420	1,541.38
PETE'S EQUIPMENT, INC.	0031891	01/14/2022	HYDRAULIC SPIN-ON FILTER	505-3904-47420	290.30
SOUTHWESTERN EQUIPMENT ...	040765	01/14/2022	COIL/AIR VALVE	505-3904-47420	138.00
SOUTHWESTERN EQUIPMENT ...	040765	01/14/2022	AIR VALVE	505-3904-47420	368.90
CITY UTILITIES	010522	01/21/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	24,193.74
REED'S TIRE CENTER	10326	01/21/2022	TIRES LT 285/70R17 10 PLY	505-3904-47420	760.00
4 RIVERS EQUIPMENT	1214631	01/21/2022	AIR FILTER	505-3904-47420	32.84
4 RIVERS EQUIPMENT	1214631	01/21/2022	FILTER ELEMENT	505-3904-47420	37.06
4 RIVERS EQUIPMENT	1214631	01/21/2022	OIL FILTER	505-3904-47420	65.98
4 RIVERS EQUIPMENT	1214631	01/21/2022	FILTER ELEMENT	505-3904-47420	32.01
4 RIVERS EQUIPMENT	1214631	01/21/2022	OIL FILTER	505-3904-47420	16.44
4 RIVERS EQUIPMENT	1214631	01/21/2022	SEAL	505-3904-47420	10.77
4 RIVERS EQUIPMENT	1214631	01/21/2022	FILTER ELEMENT	505-3904-47420	32.24
4 RIVERS EQUIPMENT	1214631	01/21/2022	AIR FILTER	505-3904-47420	14.96
4 RIVERS EQUIPMENT	1214631	01/21/2022	OIL FILTER	505-3904-47420	77.57

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	123121	01/21/2022	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	5,009.79
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	1080P COMPUTER CAMERA W...	505-3904-44606	27.92
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	GORILLA PACKING TAPE TOUGH...	505-3904-44606	27.92
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	PAPERAGE CALENDAR 2022-12...	505-3904-44606	15.90
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	SHARPIE PERMANENT MARKERS...	505-3904-44606	7.99
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	LENRU COMPUTER SPEAKERS, ...	505-3904-44606	21.98
AMAZON CAPITAL SERVICES, IN...	1HFT-FVFP-VWJT	01/21/2022	EUROTECH SEATING APOLLO M...	505-3904-44613	275.99
GRAINGER, INC.	9165651770	01/21/2022	SHIPPING	505-3904-43403	29.83
GRAINGER, INC.	9165651770	01/21/2022	GENERAL PURPOSE MOTOR, 1 1...	505-3904-43403	429.21
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	439.68
SOUTHWEST CONSTRUCTION P...	91784	01/21/2022	NUTS	505-3904-44613	8.96
SOUTHWEST CONSTRUCTION P...	91784	01/21/2022	HEAT TREATED BLADES WITH 7...	505-3904-44613	573.76
SOUTHWEST CONSTRUCTION P...	91784	01/21/2022	BOLTS	505-3904-44613	13.02
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	606.00
PARADIGM SOFTWARE, LLC	13440	01/28/2022	REMOTE CW5 SOFTWARE REIN...	505-3904-43815	420.00
SILVERSKY, INC.	448927-SI	01/28/2022	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	182.48
CRUCES TROPHY & AWARDS CE...	84806	01/28/2022	RETIREMENT AWARD FOR SCO...	505-3904-44606	79.95
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	164.76
<b>Fund 505 - Solid Waste Total:</b>					<b>78,760.88</b>

## Fund: 506 - WWTP

INTERNAL SERVICE FUND	002201	01/06/2022	MAINTENANCE FOR DEPT VEHI...	506-4005-47420	45.00
HALL ENVIRONMENTAL ANALYS...	2112A07	01/06/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2112A07	01/06/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2112A07	01/06/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	246.86
INTEGRATED TECHNOLOGIES G...	7309	01/06/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
GRAINGER, INC.	9155497747/9155321491	01/06/2022	8FT FLAT EYE AND EYE TYPE 3 SL...	506-4005-44607	100.88
GRAINGER, INC.	9155497747/9155321491	01/06/2022	MARKING PAINT BLUE 20 OZ	506-4005-44607	84.72
GRAINGER, INC.	9155497747/9155321491	01/06/2022	LEMON LIQUID HAND CLEANER...	506-4005-44607	127.02
GRAINGER, INC.	9155497747/9155321491	01/06/2022	MARKING PAINT WHITE 25OZ	506-4005-44607	114.48
GRAINGER, INC.	9155497747/9155321491	01/06/2022	MARKING PAINT GREEN 20 OZ	506-4005-44607	84.72
GRAINGER, INC.	9155497747/9155321491	01/06/2022	AMBER LITHIUM COMPLEX MU...	506-4005-44607	77.28
GRAINGER, INC.	9155497747/9155321491	01/06/2022	PALMGREN HEAVY DUTY COMB...	506-4005-44613	541.70
GRAINGER, INC.	9155497747/9155321491	01/06/2022	DEWALT DRILL CORDLESS 1/2 IN...	506-4005-44613	149.65
GRAINGER, INC.	9155497747/9155321491	01/06/2022	KRYLON WHEELED MARKING ...	506-4005-44613	78.88
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
NEW MEXICO GAS COMPANY, I...	010422	01/07/2022	GAS BILLS/VACUUM STATION	506-4005-43780	28.74
CITY UTILITIES	122221	01/07/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	366.97
VILLAGE OF WILLIAMSBURG	12312021	01/07/2022	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	4,734.38
SUN VALLEY, INC.	161411/161415	01/07/2022	UNSTOCKED FIELD SUPPLIES DE...	506-4005-44607	84.05
SILVERSKY, INC.	446806-SI	01/07/2022	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	166.52
NM WATER & WASTEWATER A...	172022	01/14/2022	NMWWA PRE-REGISTRATION A...	506-4005-42720	353.00
NM WATER & WASTEWATER A...	172022	01/14/2022	NMWWA PRE-REGISTRATION A...	506-4005-42720	353.00
NM WATER & WASTEWATER A...	172022	01/14/2022	NMWWA PRE-REGISTRATION A...	506-4005-42720	353.00
HALL ENVIRONMENTAL ANALYS...	2112D25/2112E82	01/14/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	39.38
HALL ENVIRONMENTAL ANALYS...	2112D25/2112E82	01/14/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2112D25/2112E82	01/14/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	360.00
HALL ENVIRONMENTAL ANALYS...	2112F25/211D61	01/14/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2112F25/211D61	01/14/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2112F25/211D61	01/14/2022	SM5210B BOD (M5210B)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	2112F25/211D61	01/14/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	37.96
HALL ENVIRONMENTAL ANALYS...	2112712,2201199	01/21/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2112712,2201199	01/21/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2112712,2201199	01/21/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2112712,2201199	01/21/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2201271,2201504	01/21/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2201271,2201504	01/21/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2201271,2201504	01/21/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2201271,2201504	01/21/2022	SM5210B BOD (M5210B)	506-4005-48598	116.00
JAMES, COOKE & HOBSON, INC.	232245	01/21/2022	REPAIR OF FLYGT PUMP # 3102...	506-4005-47415	2,825.82

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COOPERATIVE EDUCATIONAL S...	24-122551	01/21/2022	ENGINEERING SERVICES SEWER...	506-4005-48598	4,786.85
TESTON'S FREEWAY CHEVRON	3988	01/21/2022	UNLEADED FUEL	506-4005-43316	586.81
PINNACLE PROPANE	54570394	01/21/2022	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	228.58
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	246.86
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	419.42
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	606.00
SILVERSKY, INC.	448927-SI	01/28/2022	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	182.48
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	364.27
<b>Fund 506 - WWTP Total:</b>					<b>22,311.16</b>
<b>Fund: 508 - Golf Course</b>					
B & H OIL CO.	52794	01/06/2022	UNLEADED FUEL	508-4303-43316	774.98
B & H OIL CO.	52794	01/06/2022	DYED DEISEL	508-4303-44607	623.53
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	99.00
TDS	010422	01/07/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
SUN VALLEY, INC.	161352/161441	01/07/2022	OPEN P.O. FIELD SUPPLIES FOR ...	508-4303-44607	88.27
SIERRA AUTO/CARQUEST	293212	01/07/2022	OPEN P.O.FIELD SUPPLIES DEC...	508-4303-44607	98.25
YAMAHA MOTOR FINANCE COR...	763130	01/21/2022	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
CITY UTILITIES	012022	01/28/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	802.78
TDS	11822	01/28/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	606.00
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.16
R & R PRODUCTS INC.	CD2631554	01/28/2022	VERTI-CUT REELS	508-4303-44607	4,697.40
<b>Fund 508 - Golf Course Total:</b>					<b>9,486.68</b>
<b>Fund: 509 - Muni Airport</b>					
NM RETIREE HEALTH CARE	574637	01/06/2022	RETIREE HEALTHCARE PPE 2021...	509-4403-41226	32.40
GRAINGER, INC.	9141622903	01/06/2022	ADVANCE MAGNETIC HID BALL...	509-4403-44607	255.54
GRAINGER, INC.	9141622903	01/06/2022	ESTIMATED STANDARD SHIPPI...	509-4403-44607	18.01
SIERRA ELECTRIC CO-OP, INC.	00 2154	01/14/2022	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	990.87
TECH 45 ENTERPRISES	21-012	01/14/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.00
GARSITE/PROGRESS, LLC	55017	01/14/2022	FLOAT SWITCH WATER DETECT...	509-4403-44607	131.24
GARSITE/PROGRESS, LLC	55017	01/14/2022	SHIPPING	509-4403-44607	17.61
TESTON'S FREEWAY CHEVRON	..3911	01/21/2022	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	118.88
ORLANDO SAAVEDRA	01212022	01/21/2022	REPLACE PETTY CASH DRAW/AL...	509-4403-12118	300.00
NM RETIREE HEALTH CARE	916750	01/21/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.40
WINDSTREAM CORPORATION	11922	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	336.33
VERIZON WIRELESS	9897360938	01/28/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.00
<b>Fund 509 - Muni Airport Total:</b>					<b>6,137.28</b>
<b>Fund: 600 - Internal Serv</b>					
RELADYNE CONSERVANCY OIL ...	0051446-IN	01/07/2022	AFL RPM EP 2 GREASE KEGS	600-7003-44607	366.95
RELADYNE CONSERVANCY OIL ...	0051446-IN	01/07/2022	FUEL SURGARGE	600-7003-44607	0.23
SUN VALLEY, INC.	161589/6	01/07/2022	DISCOUNT	600-7003-44607	-14.36
SUN VALLEY, INC.	161589/6	01/07/2022	KEYS DUPLICATED	600-7003-44607	3.18
SUN VALLEY, INC.	161589/6	01/07/2022	WATER BASE SATIN 5 GAL PAINT	600-7003-44607	205.00
SUN VALLEY, INC.	161589/6	01/07/2022	GRAY GARAGE EPOXY SHIELD 1...	600-7003-44607	78.99
SIERRA AUTO/CARQUEST	293301	01/07/2022	6 QT OIL DISPENSER	600-7003-44607	23.86
SIERRA AUTO/CARQUEST	293301	01/07/2022	COUPLING	600-7003-44607	22.47
SIERRA AUTO/CARQUEST	293301	01/07/2022	FEMALE END CAP	600-7003-44607	9.45
SIERRA AUTO/CARQUEST	293302	01/07/2022	COMBO WRENCH 1-1/16	600-7003-44607	20.28
SIERRA AUTO/CARQUEST	293467	01/07/2022	AIR FILTER	600-7003-44607	102.58
SIERRA AUTO/CARQUEST	293467	01/07/2022	ACRYLIC ENAMEL PAINT, 2X GL...	600-7003-44607	35.80
SIERRA AUTO/CARQUEST	293467	01/07/2022	FUEL FILTER	600-7003-44607	10.98
SIERRA AUTO/CARQUEST	293467	01/07/2022	LUBE FILTER	600-7003-44607	58.42
SIERRA AUTO/CARQUEST	293467	01/07/2022	FUEL FILTER	600-7003-44607	47.32
SIERRA AUTO/CARQUEST	293470	01/07/2022	WINDSHIELD WIPERS - 22 XTRA...	600-7003-44607	15.78
SIERRA AUTO/CARQUEST	293470	01/07/2022	VALVE CAPS - CAP PLS DOME S...	600-7003-44607	24.00
SIERRA AUTO/CARQUEST	293470	01/07/2022	8 OZ HD BLUE TIRE CEMENT	600-7003-44607	8.62
SIERRA AUTO/CARQUEST	293470	01/07/2022	RAZOR BLADES	600-7003-44607	30.99
SIERRA AUTO/CARQUEST	293626	01/07/2022	TORQUE WRENCH	600-7003-44607	32.99
SIERRA AUTO/CARQUEST	293626	01/07/2022	TORQUE WRENCH	600-7003-44607	33.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	293626	01/07/2022	BOLT M8-1.25	600-7003-44607	0.66
SIERRA AUTO/CARQUEST	293892	01/07/2022	OIL FILTER LD	600-7003-44607	3.95
SIERRA AUTO/CARQUEST	293892	01/07/2022	OIL FILTER LD	600-7003-44607	4.49
SIERRA AUTO/CARQUEST	293892	01/07/2022	AIR FILTER	600-7003-44607	26.59
SIERRA AUTO/CARQUEST	293969	01/07/2022	AIR FILTERS	600-7003-44607	43.28
SIERRA AUTO/CARQUEST	294147	01/07/2022	AIR FILTER HD	600-7003-44607	51.75
SIERRA AUTO/CARQUEST	294147	01/07/2022	OIL FILTER-HD	600-7003-44607	5.99
SIERRA AUTO/CARQUEST	294147	01/07/2022	AIR FILTER	600-7003-44607	46.53
SIERRA AUTO/CARQUEST	294147	01/07/2022	T29 F DISC 41/2X7/8 GRINDER ...	600-7003-44607	34.28
SIERRA AUTO/CARQUEST	294147	01/07/2022	OIL FILTER	600-7003-44607	31.79
SIERRA AUTO/CARQUEST	294148	01/07/2022	TUBING CUTTER	600-7003-44607	14.99
SIERRA AUTO/CARQUEST	294148	01/07/2022	COMPRESSION FITTING	600-7003-44607	0.86
SIERRA AUTO/CARQUEST	294256	01/07/2022	FLASHLIGHTS	600-7003-44607	45.98
SIERRA AUTO/CARQUEST	2953576	01/07/2022	COUPLINGS	600-7003-44607	44.88
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 1.53 X 0.65 IN 0..	600-7003-44607	13.99
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 1.3 X 0.567 IN 0..	600-7003-44607	10.35
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 4.02 X 0.65 IN 2..	600-7003-44607	38.69
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 3.69 X0.65 IN 2...	600-7003-44607	33.06
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 3.2 X 0.65 IN 1....	600-7003-44607	32.04
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 2.2 X 0.65 IN 1...	600-7003-44607	17.84
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 4.02 X 0.65 1.2...	600-7003-44607	22.55
GRAINGER, INC.	9163328454/9163457451	01/14/2022	WHEEL WEIGHT 2.88 X 0.65 1.5...	600-7003-44607	25.89
WEX BANK	.123121	01/21/2022	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	150.61
AMAZON CAPITAL SERVICES, IN...	13N1-1DRN-CVQH	01/21/2022	PLASTIC SPRAY BOTTLES	600-7003-44607	23.94
AMAZON CAPITAL SERVICES, IN...	13N1-1DRN-CVQH	01/21/2022	RUST-OLEUM 2X SPRAY PAINT/...	600-7003-44607	70.87
AMAZON CAPITAL SERVICES, IN...	13N1-1DRN-CVQH	01/21/2022	RUST-OLEUM SPRAY PAINT	600-7003-44607	85.98
STAPLES CONTRACT & COMME...	8064443564/8064451330	01/21/2022	ERGO WIRELESS MOUSE	600-7003-44606	59.99
STAPLES CONTRACT & COMME...	8064443564/8064451330	01/21/2022	WIRELESS KEYBOARD	600-7003-44606	35.99
STAPLES CONTRACT & COMME...	8064443564/8064451330	01/21/2022	SHAPE S-GEL PENS 12DZ	600-7003-44606	16.32
STAPLES CONTRACT & COMME...	8064443564/8064451330	01/21/2022	DYMO LABEL MAKER TAPE 6PK	600-7003-44606	12.45
RELADYNE CONSERVANCY OIL ...	0052738-IN	01/28/2022	UNIVERSAL HYDRAULIC OIL	600-7003-43316	1,102.60
RELADYNE CONSERVANCY OIL ...	0052738-IN	01/28/2022	FUEL SURCHARGE	600-7003-43316	2.93
RELADYNE CONSERVANCY OIL ...	0052738-IN	01/28/2022	15W-40 OIL	600-7003-43316	1,195.00
BORDER INTERNATIONAL TRUC...	X40007217101	01/28/2022	OIL FILTERS	600-7003-44607	21.06
BORDER INTERNATIONAL TRUC...	X40007224401	01/28/2022	FICM ENGINE MODULE	600-7003-47420	670.17
BORDER INTERNATIONAL TRUC...	X40007224401	01/28/2022	CORE FOR ENGINE MODULE	600-7003-47420	225.00
<b>Fund 600 - Internal Serv Total:</b>					<b>5,340.19</b>
<b>Fund: 999 - Revolving</b>					
ALONA NIEBERGALL	01192022	01/19/2022	RETURNED DIRECT DEPOSIT FOR..999-9999-21200		50.00
<b>Fund 999 - Revolving Total:</b>					<b>50.00</b>
<b>Grand Total:</b>					<b>788,073.57</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
101 - General	155,805.47
201 - Corrections	189.00
209 - Fire	3,365.44
211 - Law Enforce Prot	3,566.72
214 - Lodgers Tax	31,160.92
216 - Muni Street	2,958.89
217 - Recreation	636.90
294 - State Library	2,584.47
295 - Muni Pool	7,402.76
296 - PD GRT	16,095.07
303 - Vet Wall	158.98
380 - OTHER STATE FUNDED PROJECTS	17,937.74
403 - Pledge State	18,834.93
501 - Cemetary	1,439.54
502 - Util Office - Pool	6,224.85
503 - Electric	361,063.07
504 - Water	36,562.63
505 - Solid Waste	78,760.88
506 - WWTP	22,311.16
508 - Golf Course	9,486.68
509 - Muni Airport	6,137.28
600 - Internal Serv	5,340.19
999 - Revolving	50.00
<b>Grand Total:</b>	<b>788,073.57</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	10,114.16
101-1000-60725	GRANTS TO SUB-RECIPIE...	16,500.00
101-1001-41226	RETIREE INSURANCE	302.42
101-1001-43740	PRINTING/PUBLISHING	545.80
101-1001-43775	TELEPHONE	275.86
101-1002-41226	RETIREE INSURANCE	162.14
101-1002-43770	SUBSCRIPTION & DUES	122.00
101-1002-43775	TELEPHONE	183.84
101-1003-41226	RETIREE INSURANCE	443.32
101-1003-43770	SUBSCRIPTION & DUES	100.00
101-1003-43775	TELEPHONE	346.13
101-1003-44606	OFFICE SUPPLIES	46.29
101-1004-41226	RETIREE INSURANCE	477.46
101-1004-43740	PRINTING/PUBLISHING	423.73
101-1004-43775	TELEPHONE	247.46
101-1004-44606	OFFICE SUPPLIES	514.06
101-1004-48599	OTHER CONTRACTUAL SE...	183.80
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	109.53
101-1006-44607	FIELD SUPPLIES	1,196.03
101-1006-48598	PROFESSIONAL SERVICES	2,414.27
101-1006-48599	OTHER CONTRACTUAL SE...	318.30
101-1007-41226	RETIREE INSURANCE	1,693.07
101-1007-42620	UNIFORM/LINEN-POLICE ...	300.00
101-1007-43316	GAS & OIL	3,408.47
101-1007-43770	SUBSCRIPTION & DUES	300.00
101-1007-43775	TELEPHONE	1,393.16
101-1007-43815	SOFTWARE	110.00
101-1007-44606	OFFICE SUPPLIES	798.28
101-1007-47420	MAINTENANCE VEHICLE/...	638.28

## Account Summary

Account Number	Account Name	Payment Amount
101-1007-48598	PROFESSIONAL SERVICES	374.28
101-1007-48599	OTHER CONTRACTUAL SE...	43,398.00
101-1008-41226	RETIREE INSURANCE	172.80
101-1008-42620	UNIFORMS LINEN-CODE ...	856.00
101-1008-42720	EMPLOYEE TRAINING-CO...	105.30
101-1008-43316	GAS & OIL	543.36
101-1008-43775	TELEPHONE	300.22
101-1008-44607	FIELD SUPP-CODE ENF/AN...	70.39
101-1009-41226	RETIREE INSURANCE	164.42
101-1009-43316	GAS & OIL	605.54
101-1009-43465	RENT OF EQUIPMENT	800.00
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-43775	TELEPHONE	144.81
101-1009-44607	FIELD SUPPLIES-MUNI RE...	708.86
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	216.07
101-1009-48599	OTHER CONTRACTUAL SE...	350.00
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	92.90
101-1010-48598	PROFESSIONAL SERVICES	7,963.63
101-1011-41226	RETIREE INSURANCE	534.86
101-1011-43775	TELEPHONE	69.52
101-1012-41226	RETIREE INSURANCE	225.60
101-1012-43775	TELEPHONE	85.11
101-1012-44607	FIELD SUPPLIES-FLEET MA...	401.45
101-1012-44613	NON-CAPITAL ITEMS	699.99
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	65.67
101-1014-41226	RETIREE INSURANCE	381.60
101-1014-43316	GAS & OIL	552.99
101-1014-43403	REGULAR BUILDING MAI...	728.04
101-1014-43775	TELEPHONE	105.24
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,229.04
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1016-41226	RETIREE INSURANCE	361.46
101-1017-48599	OTHER CONTRACTUAL SE...	25,240.15
101-1018-43780	UTILITIES	21,054.70
101-1018-43815	SOFTWARE LIC/SOFTWAR...	349.03
101-1018-48598	PROFESSIONAL SERVICES	984.84
101-1099-34348	RENT OF PUBLIC FACILITIES	300.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	189.00
209-1603-43316	GAS & OIL	155.33
209-1603-43775	TELEPHONE	361.17
209-1603-43780	UTILITIES	1,680.53
209-1603-44607	FIELD SUPPLIES	248.00
209-1603-47415	MAINTENANCE--REPAIRS ...	396.03
209-1603-47420	MAINTENANCE VEHICLE/...	524.38
211-2003-42535	EMPLOYEE TRAINING	125.00
211-2003-44607	FIELD SUPPLIES	298.79
211-2003-44840	EQUIPMENT & MACHINE...	2,113.00
211-2003-47420	MAINTENANCE-VEHICLE/...	1,029.93
214-2503-47406	PROMOTIONAL/ADVERTIS...	289.62
214-2503-47597	9% ADVERTISING/MARKET..	15,404.42
214-2503-48591	MAIN STREET CONTRACT	11,250.00
214-2503-48599	OTHER CONTRACTUAL SE...	2,291.66
214-2503-60596	STATE ADVERTISING GRA...	1,925.22
216-4503-43316	GAS & OIL	2,254.52
216-4503-47420	MAINT.VEHICLE/FURN/E...	704.37

## Account Summary

Account Number	Account Name	Payment Amount
217-1703-44613	Supplies/Equipment	636.90
294-5003-43775	TELEPHONE	165.86
294-5003-60834	STATE LIBRARY GRANT-ST...	2,418.61
295-4803-41226	RETIREE INSURANCE	55.98
295-4803-43775	TELEPHONE	28.37
295-4803-43780	UTILITIES-MUNI POOL	4,758.41
295-4803-44607	FIELD SUPPLIES-MUNI PO...	2,560.00
296-2403-44613	NON-CAPITAL ITEMS	12,524.58
296-2403-44615	SAFETY EQUIPMENT	3,570.49
303-4703-43775	TELEPHONE	158.98
380-7001-80860	INFRASTRUCTURE	17,937.74
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
501-1803-43780	UTILITIES	439.54
501-1803-47415	MAINTENANCE--REPAIRS ...	1,000.00
502-3601-41226	RETIREE INSURANCE	552.00
502-3601-43316	GAS & OIL	265.53
502-3601-43465	RENT OF EQUIPMENT	3,514.41
502-3601-43740	PRINTING/PUBLISHING	1,419.01
502-3601-43775	TELEPHONE	189.19
502-3601-43780	UTILITIES	256.73
502-3601-44607	FIELD SUPPLIES	27.98
503-3702-41226	RETIREE INSURANCE	753.65
503-3702-43316	GAS & OIL	1,782.27
503-3702-43740	PRINTING/PUBLISHING	233.34
503-3702-43770	SUBSCRIPTION & DUES	950.00
503-3702-43775	TELEPHONE	242.35
503-3702-43780	UTILITIES	6,989.09
503-3702-43815	SOFTWARE LIC/SOFTWAR...	349.01
503-3702-44607	FIELD SUPPLIES	19,901.19
503-3702-47415	MAINTENANCE--REPAIRS ...	47,900.00
503-3702-47420	MAINTENANCE-VEHICLE/...	688.60
503-3702-48598	PROFESSIONAL SERVICES	3,714.85
503-3702-50795	WHOLESALE POWER COS...	277,558.72
504-3803-41226	RETIREE INSURANCE	288.90
504-3803-42620	UNIFORM/LINEN-WATER ...	402.91
504-3803-42720	EMPLOYEE TRAINING-WA...	1,408.00
504-3803-43316	GAS & OIL	1,500.95
504-3803-43465	RENT OF EQUIPMENT	60.00
504-3803-43775	TELEPHONE	69.52
504-3803-43780	UTILITIES	10,724.07
504-3803-43797	WATER CONSERVATION-...	950.56
504-3803-43815	SOFTWARE LIC/SOFTWAR...	349.00
504-3803-44606	OFFICE SUPPLIES	232.80
504-3803-44607	FIELD SUPPLIES-WATER D...	7,243.82
504-3803-47415	MAINTENANCE--REPAIRS ...	2,066.00
504-3803-47420	MAINTENANCE-VEHICLE/...	2,100.12
504-3803-48598	PROFESSIONAL SERVICES	9,165.98
505-3904-41226	RETIREE INSURANCE	896.40
505-3904-43316	GAS & OIL	5,128.68
505-3904-43403	REGULAR BUILDING MAI...	459.04
505-3904-43775	TELEPHONE	164.76
505-3904-43780	UTILITIES	1,804.19
505-3904-43815	SOFTWARE LIC/SOFTWAR...	769.00
505-3904-44606	OFFICE SUPPLIES	181.66
505-3904-44607	FIELD SUPPLIES-SOLID WA...	794.58
505-3904-44613	NON-CAPITAL ITEMS	871.73

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
505-3904-45601	WASTE DISPOSAL	55,182.64
505-3904-47420	MAINTENANCE-VEHICLE/...	11,523.35
505-3904-48598	PROFESSIONAL SERVICES	984.85
506-4005-41226	RETIREE INSURANCE	493.72
506-4005-42720	EMPLOYEE TRAINING-WA...	1,059.00
506-4005-43316	GAS & OIL	586.81
506-4005-43775	TELEPHONE	364.27
506-4005-43780	UTILITIES	2,249.71
506-4005-43815	SOFTWARE LIC/SOFTWAR...	349.00
506-4005-44607	FIELD SUPPLIES-WASTEWA...	673.15
506-4005-44613	NON-CAPITAL ITEMS	770.23
506-4005-47415	MAINTENANCE--REPAIRS ...	2,825.82
506-4005-47420	MAINTENANCE-VEHICLE/...	45.00
506-4005-48598	PROFESSIONAL SERVICES	8,160.07
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,734.38
508-4303-41226	RETIREE INSURANCE	211.80
508-4303-43316	GAS & OIL	774.98
508-4303-43465	RENT OF EQUIPMENT	903.51
508-4303-43775	TELEPHONE	1,286.16
508-4303-43780	UTILITIES	802.78
508-4303-44607	FIELD SUPPLIES	5,507.45
509-4403-12118	CHANGE FUND AIRPORT	300.00
509-4403-41226	RETIREE INSURANCE	64.80
509-4403-43316	GAS & OIL	118.88
509-4403-43775	TELEPHONE	443.33
509-4403-43780	UTILITIES	990.87
509-4403-44607	FIELD SUPPLIES	422.40
509-4403-48598	PROFESSIONAL SERVICES	3,797.00
600-7003-43316	GAS & OIL	2,451.14
600-7003-44606	OFFICE SUPPLIES	124.75
600-7003-44607	FIELD SUPPLIES	1,869.13
600-7003-47420	MAINTENANCE-VEHICLE/...	895.17
999-9999-21200	DUE TO/FROM OTHER FU...	50.00
	<b>Grand Total:</b>	<b>788,073.57</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	788,073.57
<b>Grand Total:</b>	<b>788,073.57</b>

Accounts Payable Transfer Sheet - 21-22 FY

Post Date Ending: 1/7/22,1/14/22,1/19/22,1/21/22,1/24/22,1/28/22

Fund	Fund Description	Fund Totals						GRAND TOTAL TRANSFERS	Fund Numbers
		1/7/2022	1/14/2022	1/19/2022	1/21/2022	1/24/2022	1/28/2022		
101	General	\$31,563.81	\$9,933.82		\$28,802.84		\$85,505.00	\$155,805.47	101
201	Local Government Corrections	\$189.00						\$189.00	201
209	State Fire	\$1,478.49			\$1,069.24		\$817.71	\$3,365.44	209
211	Law Enforcement Protection	\$1,029.93			\$125.00		\$2,411.79	\$3,566.72	211
214	Lodger's Tax	\$14,869.12	\$2,291.66		\$13,572.22		\$427.92	\$31,160.92	214
216	Street Renovation	\$871.20	\$1,901.86		\$185.83			\$2,958.89	216
217	Municipal Recreation	\$636.90						\$636.90	217
294	State Library		\$301.61		\$2,117.00		\$165.86	\$2,584.47	294
295	Municipal Pool	\$4,181.21	\$2,560.00		\$27.18		\$634.37	\$7,402.76	295
296	PD-GRT Fund				\$2,299.81		\$13,795.26	\$16,095.07	296
298	PD-Donations							\$0.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial						\$158.98	\$158.98	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capital Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport							\$0.00	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment							\$0.00	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
360	NMFA PROJECTS							\$0.00	360
380	Other State Fund Projects		\$17,937.74					\$17,937.74	380
403	Pledge State Tax	\$18,834.93						\$18,834.93	403
501	Cemetery		\$1,000.00				\$439.54	\$1,439.54	501
502	Utility Office	\$4,047.14	\$1,419.01		\$541.53		\$217.17	\$6,224.85	502
503	Electric Dept	\$28,991.82	\$245,570.81		\$2,167.32		\$84,333.12	\$361,063.07	503
504	Water Dept	\$14,955.22	\$5,195.79		\$12,645.76	\$1,500.95	\$2,264.91	\$36,562.63	504
505	Solid Waste	\$36,077.68	\$9,074.45		\$32,155.56		\$1,453.19	\$78,760.88	505
506	WasteWater	\$8,886.39	\$2,118.34		\$9,147.45	\$586.81	\$1,572.17	\$22,311.16	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$2,284.03			\$1,016.31		\$6,186.34	\$9,486.68	508
509	Municipal Airport	\$305.95	\$4,936.72		\$151.28	\$300.00	\$443.33	\$6,137.28	509
600	Internal Service Fund	\$1,472.87	\$194.41		\$456.15		\$3,216.76	\$5,340.19	600
700	PD Bond							\$0.00	700
999	Revolving			\$50.00				\$50.00	999
<b>Grand Total-Accounts Payable</b>		<b>\$170,675.69</b>	<b>\$304,436.22</b>	<b>\$50.00</b>	<b>\$106,480.48</b>	<b>\$2,387.76</b>	<b>\$204,043.42</b>	<b>\$788,073.57</b>	



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: F.5

**SUBJECT:** Subrecipient FY 21/22 2<sup>ND</sup> Quarter Reports  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** January 21, 2022  
**SUBMITTED BY:** Tammy Gardner, Executive Assistant  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle

**Summary/Background:**

Contract requires that recipients of Subrecipient funding submit a quarterly report to the City by the 15<sup>th</sup> of the month following the quarter.

**Recommendation:**

Accept the 2<sup>nd</sup> Quarter Reports

**Attachments:**

- Checklist
- Reports

**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. [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 2-09-2022

**SUBRECIPIENT QUARTERLY REPORTS**

**FISCAL YEAR: 2021-22**

Updated: 01/21/22

Reports are due by the 15th of the month following the quarter.

Exception: 4Q report due 06/03/2022

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
<i>(SUBRECIPIENT FUNDS)</i>									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$1,500.00	X	10/13	X	1/12				
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,500.00	X	10/07	X	1/10				
Matthew 25 Food Pantry Dawn Jensen 847-785-9498	\$5,000.00	X	10/15	X	1/18				
SJOA / Sierra Joint Office on Aging Lisa Mattingly 894-6641	\$47,000.00	X	10/14	X	1/13				
The Club of Sierra County Rebecca Dow 575-571-1056	\$10,000.00	X	10/14	X	1/5				

*(OTHER FUNDS)*

Geronimo Springs Museum Marilyn Pope 894-6600	\$7,500.00	X	9/17	X	1/4				
Geronimo Trail Scenic Byway LaRena Miller 894-2255	\$5,000.00	X	10/08	X	1/7				
MainStreet Truth or Consequences Linda DeMarino 740-6180	\$45,000.00	X	10/15	X	1/14				

1st Quarter:	JUL, AUG, SEP
2nd Quarter:	OCT, NOV, DEC
3rd Quarter:	JAN, FEB, MAR
4th Quarter:	APR, MAY, JUN

Copies to City Mgr. & Commission  
 Copies to City Mgr. & Commission  
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# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: G.1

**SUBJECT:** Public Hearing and approval of the issuance of a Beer and Wine Liquor License with on premises only consumption, at the Outer Edge Pizzeria located at 719 Main Street, Truth or Consequences, New Mexico.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 4, 2022

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

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

The Outer Edge Pizzeria is applying for a Restaurant Beer and Wine Liquor License with on premise Consumption only, at 719 Main Street, Truth or Consequences, New Mexico. (Application No. is 1214846). A zoning statement has been approved and submitted along with the application. The Alcohol and Gaming Division has given Preliminary Approval for the issuance of a this license, and the next step to is to hold a public hearing public and receive final approval from our governing body.

**Recommendation:**

Public Hearing and approval of the issuance of a Beer and Wine Liquor License with on premises only consumption, at the Outer Edge Pizzeria located at 719 Main Street, Truth or Consequences, New Mexico.

**Attachments:**

- Public Hearing Notice
- Application and letter from the NM Alcoholic Beverage Control Division.

**Fiscal Impact (Finance):** N/A

\$0.00

**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 2-09-2022



**NMRLD**

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

December 16, 2021

Certified Mail No.: 9171 9690 0935 0155 2409 45

**City of Truth or Consequences**

Attn: Judy Harris, Clerk  
505 Sims Street  
T or C, NM 87901

**Lic. No. /Appl. No.:** Application No. 1214846  
**Name of Applicant:** Our Pizzeria, LLC  
**Doing Business As:** Outer Edge Pizzeria  
**Proposed Location:** 719 Main Street, Truth or Consequences, New Mexico 87901

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

**Notice of the Public Hearing** required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

**THE APPLICANT IS SEEKING A RESTAURANT A BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY.**

**Within thirty (30) days** after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



**Charmaine Martinez**  
Admin Law Judge | Hearing Officer  
NM Regulation & Licensing Department  
Alcoholic Beverage Control Division  
Phone: (505) 476-4804 Fax: (505) 476-4595  
Email: [Charmaine.Martinez2@state.nm.us](mailto:Charmaine.Martinez2@state.nm.us)

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement





AGD USE ONLY: Payment| Application Fee \$ 200 Received on: 11-5-21 Receipt No. 2427111  
License Fee \$ 100 Received on: 11-5-21 Receipt No. 2427111  
Application # 1274846 Local Option District: \_\_\_\_\_

RECEIVED  
NOV 05 2021  
ALCOHOLIC BEVERAGE CONTROL

**RESTAURANT LIQUOR LICENSE APPLICATION**  
\$200.00 Application Fee, non-refundable.

Check appropriate boxes: Application is for:  New Restaurant Liquor License  
Applicant is:  Individual  Limited Liability Company  Corporation  Partnership (General/ Limited)

NAME OF APPLICANT (company or individual) ADDRESS (including city, state, zip) TELEPHONE NUMBER  
Our Pizzeria, LLC 719 Main St Truth or Consequences, NM 87901  
Mailing Address PO Box 392, Tor C, NM 87901

D/B/A Name to be used: Outer Edge Pizzeria Business Phone #: 575-894-5917  
Email Address (required): mark@outeredgepizzeria.com Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code) 719 Main St. Truth or Consequences, NM 87901

Mailing Address: PO Box 392, T or C, NM 87901  
Agent/Contact Person: Mark Edwards Phone#: 505-660-2361 Email: mark@outeredgepizzeria.com

Are alcoholic beverages currently being dispensed at the proposed location?  Yes  No If Yes, License # / Type: \_\_\_\_\_  
I, (print name) MARK EDWARDS, as (title) OWNER, being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this form before a Notary Public.

Signature of Applicant: Mark Edwards Date: 10-8-21

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Sierra)  
SUBSCRIBED AND SWORN TO before me this 8<sup>th</sup> day of October, 20 21  
By: Mark Edwards Notary Public: Lisa D Sadler  
My Commission Expires: 4-13-2022



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: \_\_\_\_\_ City, County, Village  
Public Hearing held on \_\_\_\_\_, 20\_\_\_\_. Check one:  Approved  Disapproved  
Signature and Title of City/County Official: \_\_\_\_\_

FOR ALCOHOL AND GAMING DIVISION USE ONLY:  Approved  Disapproved

Signed by Director: \_\_\_\_\_ Date: \_\_\_\_\_



**PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION**  
 NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

Owned by Applicant, copy of deed/document attached  Leased by Applicant, copy of lease/document attached

Other (provide details): \_\_\_\_\_  
 Real Estate Contract See attached exhibit A

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): \_\_\_\_\_

B. Date and Term of Lease: \_\_\_\_\_

3. Premises location is Zoned (example C-1, see Zoning Statement): C-1 See Zoning Statement,  
 **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance\* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: First United Methodist Church Miles/feet: 1 mile

Address/location of Church: 426 Austin, Tor C, NM 87901

5. Distance\* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School Sierra Elementary Complex Miles/feet 1 mile

Address/location of School: 109 Date St T or C, NM 87901

6. Distance from military installation \*(Property line of military installation to closest point of licensed premises—shortest distance.)

Name of Military Installation, *circle one*: Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces),  
 Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)  
 Miles: 77. Miles

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation:  Hotel  Lounge  Package Grocery  Restaurant  Racetrack

Small Brewer  Craft Distiller  Winery  Wholesaler

Other (specify): \_\_\_\_\_

\*NOTE: If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

*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*

*Vacant  
Commissioner*

*Bruce Swingle  
City Manager*

October 6, 2021

Re: 719 Main Street  
Truth or Consequences, NM 87901

Subject: Zoning Statement – Liquor License

TO WHOM IT MAY CONCERN,

The City of Truth or Consequences has reviewed your request to approve zoning for the sale of Alcoholic Beverages at 719 Main Street. As requested, here is the zoning statement.

- A. The Complete physical address is 719 Main Street, Truth or Consequences, NM 87901
- B. The property is located in C-1 Zoning area
- C. C-1 zoning is the City's commercial use zone. Operating a restaurant with liquor service is a permitted use within this zoning code

The property located at 719 Main Street is permitted by right for the sale of alcoholic beverages.

Attachment: Municipal Code References

If you have any further questions, please feel free to contact me.

Traci Alvarez  
Assistant City Manager  
Designated Zoning Official  
City of Truth or Consequences  
Truth or Consequences, NM 87901  
(575) 894-6673 Ext. 353  
tburnette@torcnm.org

*Sandra K. Whitehead  
Mayor*

*Amanda Forrister  
Mayor Pro-Tem*

*Frances Luna  
Commissioner*



*Paul Baca  
Commissioner*

*Vacant  
Commissioner*

*Morris Madrid  
City Manager*

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

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their Regular Meeting scheduled on Wednesday, February 9, 2022 in the Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico to receive input regarding the following:

Public Hearing/Discussion/Action: The purpose of the Public Hearing is to receive public input regarding the issuance of a Beer and Wine Liquor License with on premises consumption only, at the Outer Edge Pizzeria located at 719 Main Street, Truth or Consequences, New Mexico. Application No. is 1214846.

The agenda for this meeting may be obtained on Friday, February 4, 2022 on the city website at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6675; or by email to: [aatorres@torcnm.org](mailto:aatorres@torcnm.org).

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, December 24, 2021
- Sentinel– Friday, December 31, 2021



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: G.2

**SUBJECT:** Public Hearing/Discussion/Action: Final Adoption 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:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** 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. Ordinance was approved for publication on 12/15/2021

**Recommendation:**

Approve Ordinance 724 for final adoption

**Attachments:**

- Ordinance 724

**Fiscal Impact (Finance): Yes**

Project has been budgeted

**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 2-09-2022

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 governing body of the City, and any future successor governing body 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 February 9, 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) Errors and Omissions Agreement, (ii) Disbursement Request and Authorization, (iii) Assignment of Claims under Government Contract, and (iv) 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 pursuant to the provisions of the Promissory Note and Security Agreement.

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, 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. 724 duly adopted and approved by the City Commission of the City of Truth of Consequences, New Mexico, on February 9, 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. 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.

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 9<sup>th</sup> DAY OF FEBRUARY, 2022.

CITY OF TRUTH OR CONSEQUENCES  
NEW MEXICO

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



\*00000002001210282095511292021\*

### PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,542,045.00	11-29-2021	11-29-2024	2001210282	CB	***	JDG	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** City Of Truth Or Consequences  
505 Sims St  
T Or C, NM 87901

**Lender:** BANK OF THE SOUTHWEST  
TRUTH OR CONSEQUENCES BRANCH  
509 BROADWAY  
TRUTH OR CONSEQUENCES, NM 87901  
(575) 894-7171

**Principal Amount: \$5,542,045.00**

**Date of Note: November 29, 2021**

**PROMISE TO PAY.** City Of Truth Or Consequences ("Borrower") promises to pay to BANK OF THE SOUTHWEST ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Million Five Hundred Forty-two Thousand Forty-five & 00/100 Dollars (\$5,542,045.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 29, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 12, 2021, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$60.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BANK OF THE SOUTHWEST, TRUTH OR CONSEQUENCES BRANCH, 509 BROADWAY, TRUTH OR CONSEQUENCES, NM 87901.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of New Mexico.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of SIERRA County, State of New Mexico.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may

open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated November 29, 2021 made and executed between City Of Truth Or Consequences and Lender on collateral described as:

Government Contract for NET REVENUES WATER SYSTEM executed by Assignor and the United States of America, \_\_\_\_\_  
under date of \_\_\_\_\_

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Bruce C Swingle, Manager of City Of Truth Or Consequences. AS PER CUSTOMERS REQUEST AND LOAN OFFICER'S REQUEST.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender.

**ADDITIONAL TERMS.** There will be an additional fee for any extensions or renewals of this loan.  
Financial Statements - I agree to provide to Lender, upon request, any financial statements or information Lender may deem necessary. I warrant that all financial statements and information provided are or will be accurate, correct and complete in all material respects. I understand and agree that Lender's cost incurred reviewing said financial statements and information shall be added, from time to time, to the principal amount due and owing hereunder. Should the foregoing financial information not be provided to Lender within 30 days of this same being requested or should Lender, in Lender's sole reasonable business discretion, deem the contents thereof to be inaccurate, incorrect, or incomplete in any material respect, then the rate of interest payable hereunder shall increase by 3% per annum until such time as the information has been provided or corrected, as the case may be, whereupon the interest rate shall revert to the rate shown above.

**LINE OF CREDIT - REVOLVING.** This Note evidences a line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**CITY OF TRUTH OR CONSEQUENCES**

By: \_\_\_\_\_  
Bruce C Swingle

By: \_\_\_\_\_  
Authorized Signer for City Of Truth Or Consequences

**LENDER:**

**BANK OF THE SOUTHWEST**

X \_\_\_\_\_  
Jason Garcia, Loan Officer



\*00000002001210282095511292021\*

### PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,542,045.00	11-29-2021	11-29-2024	2001210282	CB	***	JDG	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** City Of Truth Or Consequences  
505 Sims St  
T Or C, NM 87901

**Lender:** BANK OF THE SOUTHWEST  
TRUTH OR CONSEQUENCES BRANCH  
509 BROADWAY  
TRUTH OR CONSEQUENCES, NM 87901  
(575) 894-7171

**Principal Amount: \$5,542,045.00**

**Date of Note: November 29, 2021**

**PROMISE TO PAY.** City Of Truth Or Consequences ("Borrower") promises to pay to BANK OF THE SOUTHWEST ("Lender"), or order, in lawful money of the United States of America, the principal amount of Five Million Five Hundred Forty-two Thousand Forty-five & 00/100 Dollars (\$5,542,045.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 5.000% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on November 29, 2024. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 12, 2021, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to any late charges; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

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**PREPAYMENT; MINIMUM INTEREST CHARGE.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$50.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: BANK OF THE SOUTHWEST, TRUTH OR CONSEQUENCES BRANCH, 509 BROADWAY, TRUTH OR CONSEQUENCES, NM 87901.

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open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

**COLLATERAL.** Borrower acknowledges this Note is secured by the following collateral described in the security instrument listed herein:

(A) a Commercial Security Agreement dated November 29, 2021 made and executed between City Of Truth Or Consequences and Lender on collateral described as:

Government Contract for NET REVENUES WATER SYSTEM executed by Assignor and the United States of America, \_\_\_\_\_, under date of \_\_\_\_\_

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note may be requested either orally or in writing by Borrower or as provided in this paragraph. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following person or persons are authorized, except as provided in this paragraph, to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: **Bruce C Swingle, Manager of City Of Truth Or Consequences. AS PER CUSTOMERS REQUEST AND LOAN OFFICER'S REQUEST.** Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; or (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender.

**ADDITIONAL TERMS.** There will be an additional fee for any extensions or renewals of this loan. Financial Statements - I agree to provide to Lender, upon request, any financial statements or information Lender may deem necessary. I warrant that all financial statements and information provided are or will be accurate, correct and complete in all material respects. I understand and agree that Lender's cost incurred reviewing said financial statements and information shall be added, from time to time, to the principal amount due and owing hereunder. Should the foregoing financial information not be provided to Lender within 30 days of this same being requested or should Lender, in Lender's sole reasonable business discretion, deem the contents thereof to be inaccurate, incorrect, or incomplete in any material respect, then the rate of interest payable hereunder shall increase by 3% per annum until such time as the information has been provided or corrected, as the case may be, whereupon the interest rate shall revert to the rate shown above.

**LINE OF CREDIT - REVOLVING.** This Note evidences a line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**GENERAL PROVISIONS.** This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

**BORROWER:**

**CITY OF TRUTH OR CONSEQUENCES**

By: COPY  
Bruce C Swingle

By: COPY  
Authorized Signer for City Of Truth Or  
Consequences

**LENDER:**

**BANK OF THE SOUTHWEST**

X COPY  
Jason Garcia, Loan Officer



\*00000002001210282023511292021\*

### COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,542,045.00	11-29-2021	11-29-2024	2001210282	CB	***	JDG	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** City Of Truth Or Consequences  
505 Sims St  
T Or C, NM 87901

**Lender:** BANK OF THE SOUTHWEST  
TRUTH OR CONSEQUENCES BRANCH  
509 BROADWAY  
TRUTH OR CONSEQUENCES, NM 87901  
(575) 894-7171

THIS COMMERCIAL SECURITY AGREEMENT dated November 29, 2021, is made and executed between City Of Truth Or Consequences ("Grantor") and BANK OF THE SOUTHWEST ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

**Government Contract for NET REVENUES WATER SYSTEM**

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

## COMMERCIAL SECURITY AGREEMENT (Continued)

Loan No: 2001210282

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**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

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Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

## COMMERCIAL SECURITY AGREEMENT (Continued)

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**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the New Mexico Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of New Mexico.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SIERRA County, State of New Mexico.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**COMMERCIAL SECURITY AGREEMENT  
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**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means City Of Truth Or Consequences and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means City Of Truth Or Consequences.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means BANK OF THE SOUTHWEST, its successors and assigns.

**Note.** The word "Note" means the Note dated November 29, 2021 and executed by City Of Truth Or Consequences in the principal amount of \$5,542,045.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 29, 2021.**

GRANTOR:

CITY OF TRUTH OR CONSEQUENCES

By: \_\_\_\_\_  
Bruce C Swingle

By: \_\_\_\_\_  
Authorized Signer for City Of Truth Or  
Consequences

LENDER:

BANK OF THE SOUTHWEST

X \_\_\_\_\_  
Jason Garcia, Loan Officer



\*00000002001210282023511292021\*

### COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$5,542,045.00	11-29-2021	11-29-2024	2001210282	CB	***	JDG	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** City Of Truth Or Consequences  
505 Sims St  
T Or C, NM 87901

**Lender:** BANK OF THE SOUTHWEST  
TRUTH OR CONSEQUENCES BRANCH  
509 BROADWAY  
TRUTH OR CONSEQUENCES, NM 87901  
(575) 894-7171

**THIS COMMERCIAL SECURITY AGREEMENT dated November 29, 2021, is made and executed between City Of Truth Or Consequences ("Grantor") and BANK OF THE SOUTHWEST ("Lender").**

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

**Government Contract for NET REVENUES WATER SYSTEM**

In addition, the word "Collateral" also includes all the following:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

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**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to

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Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the New Mexico Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Mexico without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of New Mexico.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SIERRA County, State of New Mexico.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means City Of Truth Or Consequences and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means City Of Truth Or Consequences.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means BANK OF THE SOUTHWEST, its successors and assigns.

**Note.** The word "Note" means the Note dated November 29, 2021 and executed by City Of Truth Or Consequences in the principal amount of \$5,542,045.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 29, 2021.**

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 2001210282

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**GRANTOR:**

**CITY OF TRUTH OR CONSEQUENCES**

By: COPY  
Bruce C Swingle

By: COPY  
Authorized Signer for City Of Truth Or  
Consequences

**LENDER:**

**BANK OF THE SOUTHWEST**

COPY  
Jason Garcia, Loan Officer



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: G.3

**SUBJECT:** Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals.

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez/Chief Victor Rodriguez

**Summary/Background:**

Ordinance was presented to the Commission on 12/15 for approval to publish, revised and republished after the 1/12 meeting. Staff is requesting final adoption of the revised Ordinance that will update Animal Control and Animal Shelter Ordinances to meet the needs of current day operations at the Animal Shelter and for Animal Control Enforcement.

**Recommendation:**

Approve Ordinance No. 725 for Final Adoption

**Attachments:**

- Ordinance No. 725

**Fiscal Impact (Finance):** N/A

**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 2-09-2022

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 or recognized 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.

**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 city 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.

**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.~~

**• Sec. 3-8.1. – Multi-Animal Site Permit and Kennel Permit.**

(a) It shall be unlawful for a property owner, tenant, lessee, or authorized resident of said property, to possess or harbor more than four animals in any combination thereof, three months of age or older on their residential or business premises without a multi-animal site permit.

(b) If a business premises is being used for the buying, selling, breeding, training, fostering, rescuing, or boarding of animals, said business shall apply for a kennel permit.

(c) Animals belonging to visitors who are located within city limits and who stay in a household or lodging establishment longer than 30 days in a calendar year shall be included in the calculation of total animals for said location and the owner of the animal shall be required to comply with all applicable sections contained in this chapter.

(d) No person shall keep or operate a residential or commercial multi-animal site without a permit issued by the city. All business applicants must have a valid business license issued through the city at the time of application.

(e) Veterinary hospitals or clinics shall be exempt from the kennel permit licensure requirement of this chapter unless the veterinary hospital or clinic engages in the non-veterinary medical boarding of animals.

- (f) Any person who operates or proposes to operate a residential or commercial multi-animal site shall file an application for a permit with the police department, describing the location of the site, and the purpose for which it is to be maintained. An initial non-refundable fee, established by resolution, for residential or commercial multi-animal sites must accompany any application to defray the cost of processing the request.
- (g) Upon receipt of payment, the police department shall forward the application to the Planning and Zoning Department. All applications for multi-animal site and kennel permits shall undergo a special use permit process pursuant to the procedure detailed in [section 11-5-6](#) of the City's Planning and Zoning Code.
- (h) An onsite visit of the premises shall occur by the animal control and designated zoning official or administrator prior to a hearing before the City's Planning and Zoning Board to verify compliance with this section and/or other applicable zoning regulations. If any provision of this section is in conflict with the provision of any applicable zoning regulation, the provision of the zoning regulation shall control.
- (i) All animals listed on the application three months of age or over must be vaccinated for rabies and possess a city animal license tag.
- (j) All multi-animal residential or commercial site permits and kennel permits must be renewed annually at a fee established by resolution.
- (k) There shall not be more than seven animals in any combination thereof for multi-animal residential or commercial site permits. The maximum animal occupancy for kennel permits shall be determined based upon the recommendation of the animal control officer or designated zoning official or administrator to ensure there is adequate space and adequate shelter to ensure sanitary and safe conditions.
- (l) An application may be denied if the applicant or animal owner shows a history of noncompliance with sections contained in this chapter as evidenced by two or more convictions of violations during the preceding 12 months. Any past city permit or license revocations may be considered in decision making process of whether to approve or deny a permit under this section.
- (m) Multi-animal site and kennel permit holders shall allow the animal control officer, police officer, designed zoning official or administrator or other city official to enter and inspect the premises for compliance with this section and/or any other city municipal code or ordinances during normal business hours.

(n) A multi-animal site permit or kennel permit may be revoked when, in the opinion of the designated zoning official or administrator or animal control officer, any one or more the following conditions exist:

(1) The premises or enclosures are not maintained in a clean, safe, and sanitary condition and are a health, fire, or public safety hazard or produce noxious odors.

(2) The number of animals exceeds the number allowed under the permit.

(3) Any other violation listed under this chapter or sections.

(o) In cases where a multi-animal site permit or kennel permit is revoked, the permittee shall be notified in writing via the mailing address listed on their permit application. The revocation letter shall state the reasons said permit has been revoked and the option to file a written appeal with the City Manager or their designee within ten business days of the date listed on the revocation letter. Written appeals shall be hand delivered to City Clerk's Office within the allotted timeframe. The City Manager or their designee may review the appeal and reverse the decision, modify the decision, or deny the appeal and upheld the initial revocation.

(p) If a multi-animal site permit or kennel permit has been revoked, said applicant and/or location of where the permit was issued shall not be allowed to apply or obtain another permit within city limits for a period of at least two years from the date of revocation.

(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 at a location designed by the Commission.

(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 may be 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 have been paid. Owner shall bear the cost of any expenditures while animal is confined including veterinary services.
- (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. In addition, upon a finding of guilt, Municipal Court shall order In addition, upon a finding of guilt, the City may request that the Municipal Court shall order a defendant to reimburse the Animal Control Shelter or Police Department for any costs associated with apprehending and/or impounding the animal.

(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 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, strangled or denied access to adequate necessities.

~~(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 flatbed vehicle shall be crated or restrained upon a non-slick surface and in a manner that prevents the animal from falling 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 owner.
- (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. - RABIES<sup>[2]</sup>**

Footnotes:

--- (2) ---

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.
- (e) 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 or spayed dog or cat. The annual license fee shall be set by resolution for each unneutered or un-spayed 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)

~~Secs. 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.**

(a) 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.

(b) 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 Municipal Court in which the animal is located with a violation of the Dangerous Dog Ordinance, and upon conviction shall be sentenced to a fine not to exceed \$500.00, or 90 days imprisonment, or both fines and imprisonment.

(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: \_\_\_\_\_  
Amanda Forrister- Mayor**

**ATTEST:** \_\_\_\_\_  
*Angela A. Torres- City Clerk*



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.1

**SUBJECT:** Resolution No. 42 21/22 Budget Adjustment Request

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** February 4, 2022

**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. 42 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

**Attachments:**

Resolution No 42 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. [Click here to enter text](#) Ordinance No. .

Continued To: . Referred To: .

Approved  Denied  Other: .

File Name: CC Agendas 2-09-2022



## **RESOLUTION NO. 42 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 **9th of February, 2022**.

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Amanda Forrister, Mayor

ATTEST:

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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: 42 21/22  
 BAR NUMBER: 10

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	302	302-4603-49930	Electrical Construction	Transfer From	\$ -	\$ 3.93		\$	4 Transfer Cash to Electric - Account no longer used.
1	503	503-3702-39935	Electric	Transfer To	\$ -	\$ 3.93		\$	4 Transfer Cash from Electrical Construction - Account no longer used.
2	313	313-8503-49930	R&R Water	Transfer From	\$ -	\$ 0.03		\$	0 Transfer Cash to Water - Account no longer used.
2	504	504-3803-39935	Water	Transfer To	\$ -	\$ 0.03		\$	0 Transfer Cash From R&R Water- Account no longer used.
3	507	507-4203-49930	Transfer Station	Transfer From	\$ -	\$ 20.09		\$	20.09 Transfer Cash to Solid Waste - Account no longer used.
3	505	505-3904-39935	Solid Waste	Transfer To	\$ -	\$ 20.09		\$	20.09 Transfer Cash from Transfer Station - Account no longer used.
4	309	309-6403-49930	USDA WWTP	Transfer From	\$ -	\$ 40,042.42		\$	40,042.42 Transfer Cash to Waste Water - Cash wasn't needed to pay loan from this account.
4	506	317-9203-39935	Waste Water Repair Reserves	Transfer To	\$ -	\$ 40,042.00		\$	40,042.00 Transfer Cash From USDA WWTP - to Waste Water Repair Reserves to meet USDA Loan Set Aside Requirements
5	214	214-2503-47598	Lodger's Tax	Expense	\$ 2,000	\$ 3,987		\$	5,987 Increase budget to Public Art's portion of Loder's Tax based on new Resolution 13 21/22 adopted 7-28-21
6	101	101-1099-32387	General Fund	Revenue	\$ 13,000		\$ (10,132)	\$	2,868 Decrease due to Grant Awards from NM DOT not used during 10/01/21-09/30/22 ENDWI-\$2,785.06 / BKLUP-\$496.50 / STEP-\$6,411.36. / Budgeted \$13,000
6	101	101-1099-32387	General Fund	Revenue	\$ 2,868	\$ 14,560	\$ -	\$	17,428 Increase due to New Grant Awards from NM DOT. To be used during 10/01/22-09/30/23 ENDWI-\$3,556 / BKLUP-\$1,008 / STEP-\$9,996.

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

6									
6									

**ATTEST:**

\_\_\_\_\_  
 Angela Torres, Clerk-Treasur      (Date)

\_\_\_\_\_  
 Amanda Forrister, Mayor      (Date)



**RESOLUTION NO. 42 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 9th of February, 2022.

---

Amanda Forrister, Mayor

ATTEST:

---

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences  
 FISCAL YEAR: 2021-2022  
 DFA Resolution Number: 42 21/22  
 BAR NUMBER: 10

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	302	302-4603-49930	Electrical Construction	Transfer From	\$ -	\$ 3.93		\$ 4	Transfer Cash to Electric - Account no longer used.
1	503	503-3702-39935	Electric	Transfer To	\$ -	\$ 3.93		\$ 4	Transfer Cash from Electrical Construction - Account no longer used.
2	313	313-8503-49930	R&R Water	Transfer From	\$ -	\$ 0.03		\$ 0	Transfer Cash to Water - Account no longer used.
2	504	504-3803-39935	Water	Transfer To	\$ -	\$ 0.03		\$ 0	Transfer Cash From R&R Water- Account no longer used.
3	507	507-4203-49930	Transfer Station	Transfer From	\$ -	\$ 20.09		\$ 20.09	Transfer Cash to Solid Waste - Account no longer used.
3	505	505-3904-39935	Solid Waste	Transfer To	\$ -	\$ 20.09		\$ 20.09	Transfer Cash from Transfer Station - Account no longer used.
4	309	309-6403-49930	USDA WWTP	Transfer From	\$ -	\$ 40,042.42		\$ 40,042.42	Transfer Cash to Waste Water - Cash wasn't needed to pay loan from this account.
4	506	317-9203-39935	Waste Water Repair Reserves	Transfer To	\$ -	\$ 40,042.00		\$ 40,042.00	Transfer Cash From USDA WWTP - to Waste Water Repair Reserves to meet USDA Loan Set Aside Requirements
5	214	214-2503-47598	Lodger's Tax	Expense	\$ 2,000	\$ 3,987		\$ 5,987	Increase budget to Public Art's portion of Loder's Tax based on new Resolution 13 21/22 adopted 7-28-21
6	101	101-1099-32387	General Fund	Revenue	\$ 13,000		\$ (10,132)	\$ 2,868	Decrease due to Grant Awards from NM DOT not used during 10/01/21-09/30/22 ENDWI-\$2,785.06 / BKLUP-\$496.50 / STEP-\$6,411.36. / Budgeted \$13,000
6	101	101-1099-32387	General Fund	Revenue	\$ 2,868	\$ 14,560	\$ -	\$ 17,428	Increase due to New Grant Awards from NM DOT. To be used during 10/01/22-09/30/23 ENDWI-\$3,556 / BKLUP-\$1,008 / STEP-\$9,996.
6									
6									

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

ATTEST:

\_\_\_\_\_  
Angela Torres, Clerk-Treasur (Date)

\_\_\_\_\_  
Amanda Forrister, Mayor (Date)

# DOCUMENT #1

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30088955 12/31/2021

TELEPHONE: 575-894-7148

CITY OF T OR C  
ELECTRICAL CONSTRUCTION  
505 SIMS ST  
T OR C NM 87901

302

30-0  
0  
0

=====  
www.firstsavingsbanks.com  
Effective 9-1-2021, the Stop Pay Item Fee is \$24.50 per item and the  
Returned Deposited Item fee is \$10.00.  
=====

=====  
N.O.W. ACCOUNT 30088955  
=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			11/30/21	3.93
BALANCE THIS STATEMENT .....			12/31/21	3.93
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		3.93
TOTAL DEBITS (0)	.00	AVG AVAILABLE BALANCE		3.93

- END OF STATEMENT -

# DOCUMENT #2

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30089106 12/31/2021

TELEPHONE: 575-894-7148

CITY OF T OR C 313  
R & R WATER  
505 SIMS ST  
T OR C NM 87901

30-0  
0  
0

=====  
www.firstsavingsbanks.com  
Effective 9-1-2021, the Stop Pay Item Fee is \$24.50 per item and the  
Returned Deposited Item fee is \$10.00.  
=====

N.O.W. ACCOUNT 30089106  
=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			11/30/21	.03
BALANCE THIS STATEMENT .....			12/31/21	.03
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		.03
TOTAL DEBITS (0)	.00	AVG AVAILABLE BALANCE		.03

- END OF STATEMENT -

# DOCUMENT #3

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30088904 12/31/2021

TELEPHONE: 575-894-7148

CITY OF T OR C <sup>507</sup>  
TRANSFER STATION 30-0  
505 SIMS ST 0  
T OR C NM 87901 0

=====  
www.firstsavingsbanks.com  
Effective 9-1-2021, the Stop Pay Item Fee is \$24.50 per item and the  
Returned Deposited Item fee is \$10.00.  
=====

=====  
N.O.W. ACCOUNT 30088904  
=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			11/30/21	20.09
BALANCE THIS STATEMENT .....			12/31/21	20.09
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		20.09
TOTAL DEBITS (0)	.00	AVG AVAILABLE BALANCE		20.09

- END OF STATEMENT -

# DOCUMENT #4

FIRST SAVINGS BANK  
5800 S WESTERN AVE  
SIOUX FALLS, SD 57108

006 00018 01  
ACCOUNT:

PAGE: 1  
30090123 12/31/2021

TELEPHONE: 575-894-7148

CITY OF T OR C  
USDA WWTP FUND  
505 SIMS ST  
T OR C NM 87901

309

30-0  
0  
0

=====  
www.firstsavingsbanks.com  
Effective 9-1-2021, the Stop Pay Item Fee is \$24.50 per item and the  
Returned Deposited Item fee is \$10.00.  
=====

REGULAR CHECKING ACCOUNT 30090123  
=====

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT .....			11/30/21	40,042.42
BALANCE THIS STATEMENT .....			12/31/21	40,042.42
TOTAL CREDITS (0)	.00	MINIMUM BALANCE		40,042.42
TOTAL DEBITS (0)	.00	AVG AVAILABLE BALANCE		40,042.42

- END OF STATEMENT -

# DOCUMENT #5

Based on Actual Budget Allocated  
Running Carry  
Over

**2017-18**

2017-18 Allocation	Year 0	\$ 4,500	
2017-18 Allocation Spent	Year 0	\$ (300)	
Subtotal 17-18 Carryover Remaining			\$ 4,200
		\$ 4,200	\$ 4,200

Carry Over to 2018-19

**2018-19**

2017-18 Carry Over Remaining	Year 1	\$ 4,200	
2017-18 Carry Over Spent	Year 1	\$ (2,206)	
Subtotal 17-18 Carryover Remaining			\$ 1,994
2018-19 Allocation	Year 0	\$ 6,000	
2018-19 Allocation Spent	Year 0	\$ -	
Subtotal 18-19 Carryover Remaining			\$ 6,000
		\$ 7,994	\$ 7,994

Carry Over to 2019-20

Carry Over to 2019-20

**2019-20**

2017-18 Carry Over Remaining	Year 2	\$ 1,994	
2017-18 Carry Over Spent	Year 2	\$ -	
2017-18 Carry Over Lost	Year 2 max	\$ (1,994)	
Subtotal 17-18 Carryover Remaining			\$ -
2018-19 Carryover Remaining	Year 1	\$ 6,000	
2018-19 Carry Over Spent	Year 1	\$ -	\$ 6,000
Subtotal 18-19 Carryover Remaining			\$ 6,000
2019-20 Allocation	Year 0	\$ 2,000	
2019-20 Allocation Spent	Year 0	\$ -	
Subtotal 19-20 Carryover Remaining			\$ 2,000
		\$ 8,000	\$ 8,000

No Carry Over Remaining

Carry Over to 2020-21

Carry Over to 2020-21

**2020-21**

2018-19 Carryover Remaining	Year 2	\$ 6,000	
2018-19 Carry Over Spent	Year 2	\$ (1,286)	
2018-19 Carry Over Lost	Year 2 Max	\$ (4,714)	
Subtotal 18-19 Carryover Remaining			\$ -
2019-20 Carry Over	Year 1	\$ 2,000	
2019-20 Carryover Spent	Year 1	\$ -	
Subtotal 19-20 Carryover Remaining			\$ 2,000
2020-21 Allocation	Year 0	\$ 1,286	
2020-21 Allocation Spent	Year 0	\$ -	
Subtotal 20-21 Carryover Remaining			\$ 1,286
		\$ 3,286	\$ 3,286

No Carry Over Remaining

Carry Over to 2021-22

Carry Over to 2021-22

**2021-22**

2019-20 Carryover Remaining	Year 2	\$ 2,000	
2019-20 Carryover Spent	Year 2	\$ -	
2019-20 Carry Over Lost if not spent		\$ -	
Subtotal 19-20 Carryover Remaining			\$ 2,000
2020-21 Carryover Remaining	Year 1	\$ 1,286	
2020-21 Carryover Spent	Year 1	\$ -	
Subtotal 20-21 Carryover Remaining			\$ 1,286
2021-22 Allocation Based on 1%	Year 0	\$ 2,701	
2021-22 Allocation Spent	Year 0	\$ -	
Subtotal 2021-22 Allocation Remaining			\$ 2,701
		\$ 5,987	\$ 5,987

No Carry Over After this year

Carry Over to 2022-23

Carry Over to 2022-23



**CITY OF TRUTH OR CONSEQUENCES**

**RESOLUTION NO. 13 21/22**

**A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION  
SETTING A METHOD BY WHICH LODGERS TAX IS ALLOCATED ON A YEARLY  
BASIS**

**WHEREAS**, the City of Truth or Consequences collects a large amount of Lodgers Tax from local hotels, RV parks, spas and motels, and;

**WHEREAS**, this Lodgers Tax is used extensively to promote the use of the local hotels and motels with the expressed intent to increase the Lodgers Tax revenue because it is recognized that the more visitors the City receives the more they benefit the community as a whole, and;

**WHEREAS**, the Tourism Industry is an important aspect of the City's economy, just as important as Ranching, Agriculture, Industrial, Service and Retail, and;

**WHEREAS**, the City in the past has used the Lodgers Tax for the Golf Course, Civic Center and the non-profit organizations to promote tourism activity on a county-wide scale, and;

**WHEREAS**, it is the City's desire to use some of the Lodgers Tax to solely promote the City of Truth or Consequences, and;

**WHEREAS**, the City desires to allocate funds for Public Art.

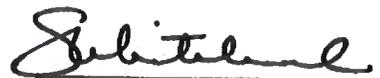
**THEREFORE, BE IT RESOLVED** by the City Commission of the City of Truth or Consequences as follows:

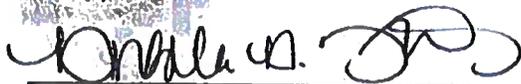
1. The available funds shall be allocated as follows based on actual revenues received in the prior fiscal year:
  - A. 10% Administrative Fee
  - B. 1% for Public Arts
  - C. The remaining balance shall be allocated as follows:
    - i. 60% of the remaining 89% shall go to local non-profit organizations who promote tourism activities on a county-wide scale. The Lodgers Tax Board shall make appropriate recommendations pursuant to the City Ordinance 2-363.

- 
- ii. 40% of the remaining 89% shall go towards appropriate City facilities such as the Municipal Golf Course, Civic Center and to promote tourism.
2. Public Arts and Lodgers Tax Board allocated portions not expensed in the fiscal year, the revenue may be carried over for up to two (2) additional fiscal years.
3. This Resolution repeals Resolution 29-12/13 and all other Resolutions that purported to set forth a method for allocating Lodgers Tax.

**PASSED, APPROVED AND ADOPTED** this 28<sup>th</sup> day of July, 2021.



  
Sandra Whitehead, Mayor

  
Angela A. Torres, City Clerk

# DOCUMENT #6



## MEMORANDUM

Date: September 17, 2021

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division *Jeff Barela*

From: Kimberly Wildharber, Staff Manager *Kimberly Wildharber*

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Truth or Consequences.

1. TSD Program Manager Nick Rivera Phone # 505-470-8907 will oversee the project(s).
2. The Consolidated Agreement provides funding to T or C Police Department to conduct the following project(s) and activities as shown below.
  - ENDWI – \$3,556.00 (Federal 164 AL)  
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
  - BKLUP -\$1,008.00 (State Road Fund)  
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
  - STEP – \$9,996.00 (State Road Fund)  
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2022.
4. A deliverables table is listed in Exhibit A-C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

**Michelle Lujan  
Grisham**  
Governor

**Michael R. Sandoval**  
Cabinet Secretary

### Commissioners

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Bruce Ellis**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

GL Account: 101-1099-32387		Fiscal		Balance:	-3,683.49
OBD/DWI SATURATION		7/1/2021 - 6/30/2022		Pending:	0.00
General	Post Date	Packet	Description	Amount	Module
Segmentation	10/29/2021	GLPKT13335	REIMBURSEMENT BKUP 01-OP-RF-104 08/21-9/22/2021	-210.00	General Ledger
Report Groups	1/26/2022	GLPKT13958	REIMBURSEMENT BKUP 02-OP-RF-104 12/1-31/21	-111.06	General Ledger
Notes	9/17/2021	GLPKT13044	REIMBURSEMENT ENDWI 01-AL-64-104 05/28/21	-411.84	General Ledger
Authorization	10/29/2021	GLPKT13336	REIMBURSEMENT ENDWI 01-AL-64-104 09/10-11/2021	-158.10	General Ledger
Budget	1/26/2022	GLPKT13959	REIMBURSEMENT ENDWI 02-AL-64-104 12/01-31/21	-316.20	General Ledger
Summary	10/19/2021	GLPKT13254	REIMBURSEMENT STEP 01-PT-RF-104 05/05-28/2021	-319.56	General Ledger
Detail	7/29/2021	GLPKT12730	REIMBURSEMENT STEP 01-PT-RF-104 06/11-06/24/21	-350.34	General Ledger
Period Distributio	9/20/2021	GLPKT13082	REIMBURSEMENT STEP 01-PT-RF-104 07/07-14/21	-203.94	General Ledger
Adjustments	10/29/2021	GLPKT13337	REIMBURSEMENT STEP 01-PT-RF-104 08/30-31/2021	-222.12	General Ledger
Budget Notes	10/29/2021	GLPKT13337	REIMBURSEMENT STEP 01-PT-RF-104 AUG & SEPT 2021	-991.62	General Ledger
History	1/26/2022	GLPKT13960	REIMBURSEMENT STEP 02-PT-RF-104 12/01-31/21	-388.71	General Ledger
Totals				-3,683.49	

3,683.49 +  
 New Grants  
 111.06 -  
 316.20 -  
 388.71 -  
 2,867.52 =

101-1099-32387

Fiscal

Prints the current window

Balance: -3,683.49

OBD/DWI SATURATION

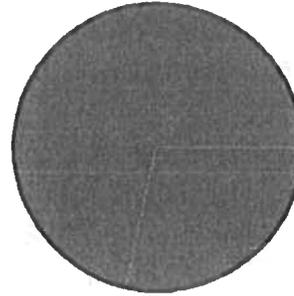
7/1/2021 - 6/30/2022

Pending: 0.00

- General
- Segmentation
- Report Groups
- Notes
- Authorization
- ▲ Budget
  - Summary
  - Detail
  - Period Distributions
  - Adjustments
  - Budget Notes
- ▲ History
  - Detail
  - Period Activity
  - Fiscals
  - Journal Entries
  - Encumbrances
  - Reserves
  - ▲ History
    - Account
  - Documents

Budget Summary

Original Budget	-13,000.00
<u>Adjustments</u>	<u>0.00</u>
Current Budget	-13,000.00
<u>Activity</u>	<u>-3,683.49</u>
<u>Encumbrances</u>	<u>0.00</u>
<u>Reserves</u>	<u>0.00</u>
Budget Remaining	-9,316.51
<u>Pending</u>	<u>0.00</u>
Budget Available	-9,316.51



■ Budget Used ■ Budget Remaining

Budget Remaining	-9,316.51	Percent Remaining	71.67%
Budget Used	-3,683.49	Percent Used	28.33%

Documents









# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.2

**SUBJECT:** Discussion/Action: Resolution No. 44 21/22 Finance Authority Colonias Loan/Grant CIF-5550

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez-Assistant City Manager

**Summary/Background:**

City received NMFA Colonias Funds 6/28/2021 for Water Infrastructure Project in the amount of \$500,000.00 consisting of 10% Loan in the amount of \$50,000.00 at 0% interest and a 90% match in the amount of \$450,000.00 with a required cash match in the amount of \$50,000.00

Resolution 3 21/22 was approved July 14 2021 accepting the award. Approval of Resolution is the final step to execution and obligation of the NMFA Loan/Grant Funds allowing the City to proceed with the project.

Funds will be used in conjunction with monies awarded from the Drinking Water State Revolving Loan Fund to complete infrastructure improvements on Marshall Street and Sierra Vista Drive.

**Recommendation:**

Approve Resolution 44 21/22 and execute Loan/Grant Agreement CIF 5550

**Attachments:**

- Resolution 44 21/22
- Loan/Grant Agreement CIF 5550 Documents

**Fiscal Impact (Finance): Yes**

.Project has been budgeted at time of award acceptance

**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. 44 21/22 Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 2-09-2022



**CITY OF TRUTH OR CONSEQUENCES  
RESOLUTION NO. 44 21/22**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” OR THE “LENDER/GRANTOR”) AND THE CITY OF TRUTH OR CONSEQUENCES (THE “BORROWER/GRANTEE”), FOR THE BENEFIT OF BORROWER/GRANTEE AND WILLIAMSBURG, NEW MEXICO, IN THE TOTAL AMOUNT OF \$500,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS PHASE 2, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$50,000 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$450,000; 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 CIB is a public body duly organized and created under and pursuant to the laws of the State of New Mexico (the “State”), particularly the Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended, (the “Colonias Infrastructure Act” or the “Act”); and

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 Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, Sections 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, the Act creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the CIB; and

WHEREAS, the Borrower/Grantee and Williamsburg, New Mexico are communities that have been designated as Colonias within the meaning of the Act; and

WHEREAS, the Borrower/Grantee submitted an application dated February 10, 2021, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 20, 2021, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonias and the CIB has recommended that the Finance Authority enter into and administer the Loan/Grant Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 24, 2021; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the Colonia that the Borrower/Grantee enter into an Agreement with the Lender/Grantor to borrow \$50,000 from the Lender/Grantor and to accept a grant in the amount of \$450,000 from the Lender/Grantor to finance the costs of construction of water system improvements phase 2, this project being more particularly described in the Term Sheet; 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 Local Match 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 Colonia and the constituent public they serve 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 CIB or the Finance Authority or a debt or pledge of the full faith and credit of the Borrower/Grantee, the CIB, 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-Treasurer 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 Local Match is now available to the Borrower/Grantee to complete the Project; 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. Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Resolution 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 Resolution including the foregoing recitals, unless the context clearly requires otherwise. Capitalized terms not defined herein shall have the meaning given them by the Loan/Grant Agreement.

“Agreement” or “Loan/Grant Agreement” means the Loan/Grant Agreement and any amendments or supplements thereto, including the Exhibits attached thereto.

“Authorized Officers” means, any one or more of the Mayor, City Manager, and City Clerk-Treasurer of the Borrower/Grantee.

“Borrower/Grantee” means the City of Truth or Consequences in Sierra County, New Mexico.

“CIB” means the Colonias Infrastructure Board created by the Act.

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

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly Truth or Consequences, New Mexico and Williamsburg, New Mexico.

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

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Completion Date” means the date of final payment of the cost of the Project.

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project, in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“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 the Loan/Grant Agreement, in an amount not exceeding five percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, 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 and those directly associated with the qualified project, in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Finance Authority” means the New Mexico Finance Authority.

“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 may hereafter establish for the Borrower/Grantee as its fiscal year.

“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 Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Commission of the Borrower/Grantee, or any future 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 equal 90% of the Amount disbursed not to exceed \$450,000.

“Gross Revenues” has the meaning given to that term in the Loan/Grant Agreement.

“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.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than \$50,000.

“Loan/Grant” or “Loan/Grant Amount” means the amount provided to the Borrower/Grantee as the Grant Amount and borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project. The value of the Loan/Grant shall not equal more than \$500,000.

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$50,000.

“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 pursuant to this Resolution and the Loan/Grant Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Project” means the project described in the Term Sheet.

“Project Account” means the book account, if any, 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.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means this Resolution as it may be supplemented or amended from time to time.

“Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

“State” means the State of New Mexico.

“System” means the joint water, wastewater and electric utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

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 Williamsburg, New Mexico and the public they serve.

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 Williamsburg, New Mexico and the public they serve.

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 Local Match 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.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Local Match is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The Lender/Grantor 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 title to or easements or rights of way on the real property upon which the Project is being constructed or located.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members or a quorum of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the 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

\$450,000 and borrowing the Loan Amount of \$50,000 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 \$450,000 and the Loan shall be in the amount of \$50,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount.

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-Treasurer 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 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 and further approves of the deposit or crediting of a portion of the Loan/Grant Amount to pay expenses. 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 Colonias Infrastructure Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. CIB and Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article V of the Loan/Grant Agreement. Neither the CIB nor the Finance Authority shall 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. 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.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount 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, 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-Treasurer 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  
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. 42 21/22, duly adopted and approved by the City Commission of the City of Truth or Consequences on February 9, 2022. A complete copy of the Resolution is available for public inspection during normal and regular business hours in the office of the City Clerk-Treasurer, at 505 Sims Street, Truth or Consequences, New Mexico 87901.

The title of the Resolution is:

**CITY OF TRUTH OR CONSEQUENCES  
RESOLUTION NO. 44 21/22**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“FINANCE AUTHORITY,” OR THE “LENDER/GRANTOR”) AND THE CITY OF TRUTH OR CONSEQUENCES (THE “BORROWER/GRANTEE”), FOR THE BENEFIT OF BORROWER/GRANTEE AND WILLIAMSBURG, NEW MEXICO, IN THE TOTAL AMOUNT OF \$500,000, EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS PHASE 2, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT OF \$50,000 SOLELY FROM NET SYSTEM REVENUES AND ACCEPTANCE OF A GRANT AMOUNT OF \$450,000; 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 9<sup>TH</sup> DAY OF FEBRUARY, 2022.

CITY OF TRUTH OR CONSEQUENCES  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

By \_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

*[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:

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Those Voting Nay:

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Those Absent:

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\_\_\_\_\_ ( ) 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-Treasurer 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 \_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

By \_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

*[Remainder of page intentionally left blank.]*



**EXHIBIT "A"**

Notice of Meeting, Meeting Agenda and Minutes, if available.

**\$500,000**  
**CITY OF TRUTH OR CONSEQUENCES,**  
**SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5550**

STATE OF NEW MEXICO            )  
COUNTY OF SIERRA            ) ss. DELIVERY, DEPOSIT AND  
  ) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor Pro Tem and City Clerk-Treasurer of the City of Truth or Consequences, Sierra County, New Mexico (the "Borrower/Grantee"):

1. On the date of this Certificate, the Borrower/Grantee executed and delivered, or caused to be executed and delivered, a Loan/Grant Agreement between the Borrower/Grantee and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$500,000 (the "Loan/Grant Agreement"), as authorized by Borrower/Grantee Resolution No. 44 21/22 (the "Resolution") adopted on February 9, 2022, relating to the execution and delivery of the Loan/Grant Agreement. The Grant Amount equals \$450,000 and the Loan Amount equals \$50,000, as such terms are defined in the Loan/Grant Agreement.

2. The undersigned acknowledge that the Loan/Grant Amount, as defined in the Loan/Grant Agreement, is available for disbursement to the Borrower/Grantee pursuant to the terms of Section 5.2 of the Loan/Grant Agreement upon transmission of payment requisitions to the Finance Authority in substantially the form attached as Exhibit "B" to the Loan/Grant Agreement, with supporting documentation as provided in the Loan/Grant Agreement, and will be used as set forth in the Resolution and the Loan/Grant Agreement.

WITNESS our hands this March 18, 2022.

TRUTH OR CONSEQUENCES, SIERRA  
COUNTY, NEW MEXICO

By \_\_\_\_\_  
Amanda Forrister, Mayor

By \_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

[SEAL]



**\$500,000**  
**CITY OF TRUTH OR CONSEQUENCES,**  
**SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5550**

STATE OF NEW MEXICO            )     GENERAL AND NO LITIGATION  
  ) ss.  CERTIFICATE  
COUNTY OF SIERRA            )

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Mayor and City Clerk-Treasurer for the City of Truth or Consequences (the “Borrower/Grantee”) in the State of New Mexico (the “State”):

Capitalized terms used in this Certificate have the same meaning as defined in Resolution No. 42 21/22 adopted by the Governing Body of the Borrower/Grantee on February 9, 2022 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1.     The Borrower/Grantee is a duly organized and existing municipality under the laws of the State of New Mexico.

2.     There exists within the boundaries of the Borrower/Grantee, Williamsburg, New Mexico, a community that has been designated by the Borrower/Grantee as a Colonia within the meaning of the Colonias Infrastructure Act, and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of Williamsburg, New Mexico and its residents; and the Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.

3.     From at least January 1, 2022, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Borrower/Grantee:

Mayor Pro Tem:	Amanda Forrister
City Commissioners:	Destiny Mitchell Mary Jo Fahl Rolf Hechler Shelly Harrelson
City Manager:	Bruce Swingle
Finance Director:	Carol Kirkpatrick
City Attorney:	Jaime F. Rubin, Esq.
City Clerk-Treasurer:	Angela Torres

4. Based on data collected during the 2010 Census, the population of the Borrower/Grantee is at least 75% English speaking.

5. Notice of adoption of the Resolution was published in English in the *Sierra County Sentinel*, a newspaper qualified to publish legal notices that is of general circulation in the Borrower/Grantee.

6. 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.

7. 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.

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

9. 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 use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain expenses as described therein, (b) 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, (c) the execution and delivery of the Loan/Grant Agreement, or (d) the power of the Borrower/Grantee to carry out the transactions contemplated by the Resolution and the Loan/Grant Agreement.

10. 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.

11. 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.

12. To our knowledge and belief after due investigation, neither the Mayor Pro Tem, the City Clerk-Treasurer, 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.

13. Regular meetings of the Borrower/Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at 405 W. 3<sup>rd</sup> Street, Truth or Consequences, New Mexico 87901 the principal meeting place of the Borrower/Grantee.

14. 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 February 9, 2022, and has not been amended, repealed or rescinded.

15. 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.

16. The Mayor Pro Tem and the City Clerk-Treasurer, 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.

17. This Certificate is for the benefit of the Finance Authority and the Colonias Infrastructure Board.

18. This Certificate may be executed in counterparts.

*[Signature page follows.]*

WITNESS our signatures and the seal of the Borrower/Grantee this 18<sup>th</sup> day of March, 2022.

TRUTH OR CONSEQUENCES, SIERRA  
COUNTY, NEW MEXICO

By \_\_\_\_\_  
Amanda Forrister, Mayor

By \_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

[SEAL]

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A PROFESSIONAL CORPORATION  
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FRANKLIN JONES (1919-1994)  
RAYMOND W. SCHOWERS (1948-1995)  
GRAHAM BROWNE (1935-2003)  
NORMAN S. THAYER (1933-2018)  
STEPHEN CHARNAS (1934-2018)  
MICHAEL G. SUTIN (1935-2019)  
JAY D. HERTZ (1947-2020)

ROBERT G. HEYMAN (Of Counsel)

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WWW.SUTINFIRM.COM

March 18, 2022

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

Re: \$500,000 Colonias Infrastructure Project Fund Loan/Grant to City of Truth or  
Consequences, Sierra County, New Mexico, CIF-5550

Ladies and Gentlemen:

We have acted as Loan/Grant Counsel to the New Mexico Finance Authority in connection with the \$500,000 Colonias Infrastructure Project Fund Loan/Grant Agreement dated March 18, 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 "Lender/Grantor"). The Loan/Grant Agreement is executed and delivered by the Borrower/Grantee pursuant to Sections 6-30-1 through 6-30-8, NMSA 1978, as amended, and the Borrower/Grantee's Resolution No. 44 21/22, adopted on February 9, 2022 (the "Resolution"). The Loan/Grant Agreement has been executed and delivered to provide funds for construction of water system improvements Phase 2 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 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:

March 18, 2022

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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 Lender/Grantor 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 Governmental Unit.

4. The Loan/Grant Agreement is a valid and binding obligation of the Lender/Grantor 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 Lender/Grantor and the Borrower/Grantee with the terms of the Loan/Grant Agreement.

The foregoing opinion 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.

March 18, 2022  
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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,  
SUTIN, THAYER & BROWNE  
A Professional Corporation

**\$500,000**

**COLONIAS INFRASTRUCTURE PROJECT FUND  
LOAN/GRANT AGREEMENT**

**Dated**

**March 18, 2022**

**By and Between the**

**NEW MEXICO FINANCE AUTHORITY,**

**and the**

**CITY OF TRUTH OR CONSEQUENCES,  
Sierra County, New Mexico,  
as Borrower/Grantee.**

**COLONIAS INFRASTRUCTURE PROJECT FUND  
LOAN/GRANT AGREEMENT**

THIS LOAN/GRANT AGREEMENT (the “Agreement”) dated March 18, 2022, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “Finance Authority”), and the **CITY OF TRUTH OR CONSEQUENCES** in Sierra County, New Mexico, (the “Borrower/Grantee”) for the benefit of the Colonias of Truth or Consequences, New Mexico and Williamsburg, New Mexico (the “Colonias”).

**WITNESSETH:**

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (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 Colonias Infrastructure Act, NMSA 1978, §§ 6-30-1 through 6-30-8, as amended (the “Colonias Infrastructure Act” or the “Act”) creates the Colonias Infrastructure Project Fund (the “Fund”) in the Finance Authority, to be administered by the Finance Authority to originate grants or loans to Qualified Entities for Qualified Projects recommended by the Colonias Infrastructure Board (the “CIB”); and

WHEREAS, the Borrower/Grantee is a Political Subdivision of the State, being a legally and regularly created, established, organized and existing municipality under the general laws of the State and more specifically, §§ 3-1-1 through 3-66-11, NMSA 1978, as amended; and

WHEREAS, there exists within the boundaries or service area of the Borrower/Grantee, the Colonia, a community that has been designated as a Colonia within the meaning of the Act; and

WHEREAS, the Borrower/Grantee will be receiving the Loan/Grant for the benefit of the Colonia and the constituent public the Borrower/Grantee serves; and

WHEREAS, the Borrower/Grantee is a community that is a Colonia within the meaning of the Act; and

WHEREAS, pursuant to the Act, Board Rules and the Policies, the CIB authorizes the Finance Authority to make loans/grants to Qualified Entities from the Fund for recommended Qualified Projects; and

WHEREAS, the Borrower/Grantee submitted an application dated February 10, 2021, for the Project; and

WHEREAS, the CIB has determined that the Project is a qualifying Project and that the Borrower/Grantee is a Qualified Entity under the Board Rules; and

WHEREAS, the CIB on May 20, 2021, recommended to the Finance Authority that the Borrower/Grantee receive financial assistance from the Fund in the form of the Loan/Grant, for the benefit of the Colonia and the CIB has recommended that the Finance Authority enter into and administer this Agreement; and

WHEREAS, the Finance Authority approved the Loan/Grant Amount from the Fund to the Borrower/Grantee on June 24, 2021; and

WHEREAS, pursuant to the Board Rules and the Policies, the Borrower/Grantee will receive ten percent (10%) of its funding as a loan, in order to ensure the long-term solvency of the Fund by providing annual streams of revenue available to fund additional Qualified Projects; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan and grant a lien to the Finance Authority on the Pledged Revenues subordinate to all other liens thereon present and future, except that any present and future loans from the Finance Authority to the Borrower/Grantee pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended, shall be on a parity with this Loan/Grant; and

WHEREAS, the obligation of the Borrower/Grantee under this Agreement shall constitute a special, limited obligation of the Borrower/Grantee, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Borrower/Grantee or a charge upon the general credit or ad valorem taxing power of the Borrower/Grantee, or the State; and

WHEREAS, the execution, performance, and delivery of this Agreement have been authorized, approved, and directed by the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved, and directed by all necessary and appropriate action of the CIB 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.

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

“Application” means the Colonias Infrastructure Project Fund Application for Funding dated February 10, 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 Pro Tem, City Manager and City Clerk-Treasurer thereof; and with respect to 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.

“Board Rules” means Review and Selection of Colonias Infrastructure Projects, New Mexico Colonias Infrastructure Board, Sections 2.91.2.1 through 2.91.2.18 NMAC.

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

“Colonia” or “Colonias” means a Colonia as defined in the Act, and more particularly in NMSA 1978, § 6-30-3(C), as amended, and particularly the Colonias of Truth or Consequences, New Mexico and Williamsburg, New Mexico.

“Conditions” means (1) all readiness to proceed requirements established for the Loan/Grant by the Finance Authority and the CIB; (2) all requirements set forth in the Term Sheet; (3) all requirements outlined in Section 2.1(p) and Section 5.1; (4) a determination that the disbursement applied for does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies; (5) the plans and specifications for the Project have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications.

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

“Eligible Architectural, Engineering and Construction Management Fees” means the fees and costs associated with the architectural, engineering and construction project management costs for services rendered to the Borrower/Grantee for the transaction of the Project and those directly associated with the Project in an amount up to twelve percent (12%) of the Loan/Grant Amount.

“Eligible Fees for Other Professional Services” means the fees and costs incurred for other professional services necessary to the completion of the Project including, but not limited to, services provided by accounting and auditing firms, hydrologists and surveyors. Such fees may not exceed five percent (5%) of the Loan/Grant Amount.

“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 percent (5%) of the Loan/Grant Amount.

“Eligible Items” means eligible Project costs for which loans/grants may be made pursuant to Title 2, Chapter 91, Part 2 NMAC, the Board Rules and applicable Policies, and includes costs of acquiring and constructing the Project, and, without limitation, Eligible Legal Costs, Eligible Fiscal Agent Fees, Eligible Architectural, Engineering and Construction Management Fees, and Eligible Fees for Other Professional Services.

“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 and those directly associated with the Qualified Project in an amount not exceeding ten percent (10%) of the Loan/Grant Amount, but does not include adjudication services.

“Event of Default” means one or more events of default as defined in Section 9.1 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 4.4 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 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 Finance Authority establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Commission of the Borrower/Grantee, or any future 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 equal 90% of the amount disbursed during the Interim Period not to exceed \$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 for any particular Fiscal Year or period to which term is applicable. 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.

“Hardship Waiver” means a determination by the Finance Authority pursuant to Section 4.1(a)(ii) 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 Loan/Grant 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 “C” 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 “C”.

“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 4.4 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.

“Loan” or “Loan Amount” means 10% of the amount disbursed to the Borrower/Grantee as during the Interim Period for the purpose of funding the Project and shall not equal more than \$50,000.

“Loan/Grant” or “Loan/Grant Amount” means the combined amount distributed to the Borrower/Grantee during the Interim Period partially 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 \$500,000.

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

“Local Match” means the amount determined pursuant to the Policies to be provided by the Borrower/Grantee which includes the total value of the soft or hard match (each as defined in

the Policies) which, in combination with the Loan/Grant Amount and other monies available to the Borrower/Grantee, is sufficient to complete the Project. The Local Match is \$50,000.

“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. 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 parity with this Agreement, as shown on the Term Sheet.

“Pledged Revenues” means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Payments pursuant to the Resolution and this Agreement and described in the Term Sheet.

“Policies” means the Colonias Infrastructure Project Fund Project Selection and Management Policies, approved by the CIB.

“Political Subdivision of the State” means a municipality, a county, water and sanitation district, an association organized and existing pursuant to the Sanitary Projects Act, NMSA 1978, § 3-29-1 through § 3-29-21, as amended, or any other entity recognized by statute as a political subdivision of the State.

“Principal Component” means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit “C” attached hereto.

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

“Project Account” means the book account, if any, 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, which shall be kept separate and apart from all other accounts of the Finance Authority.

“Qualified Entity” means a county, municipality, or other entity recognized as a Political Subdivision of the State pursuant to NMSA 1978, § 6-30-3(F), as amended.

“Qualified Project” means a capital outlay project recommended by the CIB to the Finance Authority for financial assistance that is primarily intended to develop Colonias infrastructure. A Qualified Project may include a water system, a wastewater system, solid waste disposal facilities, flood and drainage control, roads or housing infrastructure pursuant to NMSA 1978, § 6-30-3(G), as amended, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies.

“Resolution” means the Borrower/Grantee Resolution No. \_\_\_\_\_ adopted by the Governing Body on February 9, 2022, 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 the USDA Loan 0985-CTC-03, maturing 2059; NMFA Loan No. DW-0442, maturing \_\_\_\_\_; NMFA Loan No. PPRF-2737, maturing 2033; NMFA Loan No. PPRF-2613, maturing 2032; NMFA Loan No. DW-4794, maturing 2041; NMFA Loan No. PPRF-4967, maturing 2024; and Loan No. CWSRF 098, maturing 2041 and any other obligations hereafter issued with a superior lien on the Pledged Revenues as defined in the Term Sheet, and meeting the requirements of this Agreement applicable to the issuance of Senior Obligations.

“State” means the State of New Mexico.

“System” means the joint water, wastewater and electric utility system of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part.

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

“Useful Life” means the period during which the Project is expected to be usable for the purpose for which it was acquired and constructed, which is thirty (30) years.

**ARTICLE II  
REPRESENTATIONS, COVENANTS AND WARRANTIES  
OF THE BORROWER/GRANTEE**

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.

(b) Authorization of Agreement. The Borrower/Grantee is a Qualified 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) 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 Colonia and the constituent public the Borrower/Grantee serves.

(d) Useful Life. The Agreement Term is not greater than the Useful Life of the Project, and in any event shall not exceed thirty (30) years.

(e) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the proceeds of the Loan/Grant Amount shall be distributed pro rata as the 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 Local Match and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(f) 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.

(g) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Payments as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 4.1(a)(ii) of this Agreement. The Loan Payments 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 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.

(h) 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.

(i) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for 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 that has been repaid, or provision made for payment thereof, 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.

(j) 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.

(k) Agency Approval. 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.

(l) 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 or 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.

(m) 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 expense of the Borrower/Grantee.

(n) 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 of the State, 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 CIB and Finance Authority.

(o) Budgeting of Pledged Revenues. 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.

(p) 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 Finance Authority 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.

(q) 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.

(r) 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.

(s) Records and Reporting. The Borrower/Grantee shall maintain financial records in accordance with Generally Accepted Accounting Principles throughout the Agreement Term, and in the event that the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14 does not apply, conduct an audit of the Project's financial records if requested by the CIB or the Finance Authority and provide any and all other information and access to the Project as requested by the CIB or the Finance Authority.

(t) Acquisition and Completion. The Borrower/Grantee shall proceed expeditiously to complete the Project and shall commence the Project in a commercially reasonable timeframe following the Closing Date. Further, 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 in accord with all applicable laws, ordinances, resolutions and regulations relating to the acquisition, operation, maintenance and completion of the Project and use of the Loan/Grant proceeds. The Project shall be constructed, installed and

completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(u) Use of Grant Proceeds for Construction; Other Qualified Entities. 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, 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, installed, located, completed or extended on real property owned by a Qualified 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 Qualified Entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, installed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Finance Authority and shall include an express statement by such other Qualified Entity that the Finance Authority is a third party beneficiary of such written agreement.

(v) Local Match. The Local Match is legally available for the Project, has been applied or set aside by the Borrower/Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided and will be continued to be provided as part of the Borrower/Grantee's quarterly reporting as outlined in Section 7.1 and as otherwise requested by the Finance Authority.

(w) 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.

(x) 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, and upon request, provide the Finance Authority with 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.

(y) Executive Order 2013-006 Requirements. The Borrower/Grantee has and will meet the requirements of Executive Order 2013-006 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 CIB.

(z) Additional Debt. Prior to entering into additional indebtedness secured by a lien on the Pledged Revenues that is senior to or on parity with this Agreement, the Borrower/Grantee will seek the written consent of the Finance Authority, which consent will not be unreasonably withheld. Prior to entering into additional indebtedness secured by a lien on the

Pledged Revenue subordinate to this Agreement or a lien on any revenues of the Borrower/Grantee other than the Pledged Revenues, the Borrower/Grantee will notify the Finance Authority in writing of such indebtedness.

(aa) 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.

### **ARTICLE III AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: (a) submission and acceptance of a completed Form of Certificate of Completion, Exhibit “D”, and repayment of the Loan Amount and Interest or (b) the exercise by the Finance Authority to terminate the Agreement pursuant to an Event of Default as outlined in Section IX of this Agreement.

### **ARTICLE IV LOAN/GRANT TO THE BORROWER/GRANTEE; INVESTMENT OF MONEYS**

#### Section 4.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Finance Authority hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Finance Authority, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit “C” of this Agreement. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

(i) Subordinate Nature of Loan Amount Obligation. The obligation of the Borrower/Grantee to make the Loan Payments 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 shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Finance Authority pursuant to the Act or the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, as amended.

(ii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, if a Borrower/Grantee has encountered an unforeseeable hardship, the Borrower/Grantee may apply in writing on or before April 1<sup>st</sup> to the Finance Authority for forgiveness of the annual Loan Payment coming due on June 1 of the same year. The Borrower/Grantee shall submit its application to the Finance Authority for a determination by the Finance Authority, in cooperation with DFA, and shall submit sufficient documentation of the existence of the unforeseeable hardship as is reasonably required by the Finance Authority, in cooperation with DFA, to make a determination. The Borrower/Grantee shall promptly respond

to additional requests for information from the Finance Authority or DFA. Such application for a Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. The Finance Authority shall communicate the decision to the Borrower/Grantee in writing. In the event of a determination of unforeseeable hardship, the Loan Payment otherwise due on June 1 of that year shall be forgiven. If no unforeseeable hardship is found to exist, the Loan Payment shall remain outstanding and due and payable in accordance with the terms of this Agreement.

(iii) 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 CIB, the Finance Authority, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

(b) Grant to the Borrower/Grantee. The CIB has granted to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Finance Authority and the CIB an amount equal to the Grant Amount subject to the terms of this Agreement.

(c) Project Account. The Finance Authority may 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.

Section 4.2 Investment of Borrower/Grantee's Accounts. Money on deposit in the Borrower/Grantee's accounts created hereunder and held by the Finance Authority may be invested by the Finance Authority for the credit of the Fund.

Section 4.3 Loan/Grant Amount Does Not Exceed Total Cost. The sum of the Grant Amount, the Loan Amount, and the Local Match (and as set forth on the Term Sheet) does not exceed the cost of the Project, which, along with other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project.

Section 4.4 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 resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

## **ARTICLE V LOAN/GRANT AMOUNT DISBURSEMENT CONDITIONS**

Section 5.1 Conditions Precedent to Disbursement of Loan/Grant Amount. Prior to the payment of any requisition of the Loan/Grant Amount or any portion thereof by the Finance Authority from the Fund, the following conditions shall be satisfied:

(a) The Finance Authority shall have determined that the Borrower/Grantee has met the Conditions established for the Loan/Grant; and

(b) Prior to disbursement of any portion of the Loan/Grant Amount for planning and design, 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 planning and design phase is to be conducted, or if acquisition and completion of the Project does not require physical or visual access to existing lands or facilities, the Borrower/Grantee shall have provided written assurance addressed to the Finance Authority and signed by an attorney certifying that no title to, easements, rights of way, or permits are necessary to acquire and complete the Project; and

(c) Prior to disbursement of any portion of the Loan/Grant Amount for installation or construction, the plans and specifications for the Project shall have been approved by all entities required by the CIB or the Finance Authority in their sole discretion to approve such plans and specifications and 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 is to be installed, constructed, located, completed or extended; and

(d) If any portion of the Project will be installed, constructed, located, completed or extended on real property owned by a Qualified 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 Qualified Entity has proper title to such real property; and

(e) The Borrower/Grantee shall be in compliance with the provisions of this Agreement; and

(f) No Event of Default has occurred; and

(g) The Borrower/Grantee shall have provided any other information requested by the Finance Authority in its absolute discretion including documentation sufficient to make 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.

Section 5.2 Accounting for Amounts Credited to the Project Account. So long as Section 5.1 has been complied with and all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of all plans and specifications), upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" 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, installation, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the Finance Authority shall seek funds sufficient to satisfy the request and, upon receipt of those funds disburse from the Fund, amounts which together are sufficient to pay the requisition in full or that portion approved by the Finance Authority in its

sole discretion. The certification provided pursuant to this Section 5.2 in support of the requisition must be acceptable in form and substance to the Finance Authority. The Borrower/Grantee shall provide such records or access to the Project as the Finance Authority, and, at its request, the CIB, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 5.3 Acknowledgment and Non-liability for Funding Interruption. The Borrower/Grantee hereby acknowledges that the Finance Authority and the CIB may be required to seek or request funds to satisfy the request outlined in Section 5.2 from an agency, instrumentality or other Political Subdivision of the State and that the Finance Authority and the CIB may have no control or authority over those entities. The Borrower/Grantee hereby agrees to waive on behalf of itself and indemnify and hold the Finance Authority and the CIB harmless from any and all third party claims, liability or damage that may or could be caused as a result of a delay or denial of funds related to or arising from the procedure described above or any other mechanism necessary or required to request, secure or process funds.

Section 5.4 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Fund, of the Loan/Grant Amount, or any portion thereof, without the approval of the Finance Authority to reimburse any expenditure made prior to the approval date of the award by the Finance Authority Board.

Section 5.5 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, that the Project has been completed. No portion of the Loan/Grant Amount shall be disbursed after the expiration of the Interim Period.

Section 5.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Amount; Termination of Pledge. Upon the first to occur of either (a) completion of the disbursement of the Loan/Grant Amount as signified by delivery of the completion certificate contemplated in Section 5.5 hereof; or (b) the earlier expiration of the time allowed for disbursements of Loan/Grant funds as provided in Section 5.5 hereof, the Finance Authority shall transfer the amounts remaining on deposit in the Project Account, if any, to such other fund permitted by law. Upon such entry, the pledge of the Project Account, if any, established in this Agreement shall terminate.

## **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 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 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 Finance Authority pursuant to the Act or the Water Project Finance 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 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 at the time and in the manner contemplated by this Agreement, 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 "C". 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 "C".

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 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 Colonias Infrastructure 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 Colonias Infrastructure Project Fund.

Section 6.3 Manner of Payment. The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority in annual installments of principal payable on June 1 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 10.1 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 Finance Authority's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee, the Finance Authority agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Finance Authority no longer holds or maintains any lien or claim against the Pledged Revenues.

## ARTICLE VII ADMINISTRATION

Section 7.1 Borrower/Grantee Reporting to the Finance Authority. The Borrower/Grantee shall provide the Finance Authority with a quarterly written report substantially in the form of Exhibit "D" attached hereto, or other report format as designated by the Finance Authority, and signed by an Authorized Officer of the Borrower/Grantee. The first quarterly report shall be due on June 30, 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. 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, and (c) a description of the percentage of completion of the Project.

Section 7.2 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds. Upon the completion of the Project as signified by delivery of the completion

certificate required by Section 5.5 hereof, the Finance Authority shall determine, by reference to the Project Account, if any, whether any portion of the authorized Loan/Grant Amount remains unexpended. If any of the Loan/Grant Amount remains unexpended, the funds shall be transferred by the Finance Authority to the appropriate account or fund in accordance with applicable law and the Borrower/Grantee shall have no right to access the funds.

Section 7.3 Further Assurances and Corrective Instruments. The Finance Authority 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 carrying out the intention hereof.

Section 7.4 Representatives of the Finance Authority or of Borrower/Grantee. 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 any of them, 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 7.5 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 7.6 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;

(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; and

(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 7.7 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.

## **ARTICLE VIII INSURANCE; NON-LIABILITY OF THE FINANCE AUTHORITY**

Section 8.1 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 Finance Authority as additional insureds 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 Finance Authority is a third party beneficiary of such written agreement.

### Section 8.2 Non-Liability of the Finance Authority and the CIB.

(a) The Finance Authority and the CIB 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) The Finance Authority and the CIB 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) To the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the Finance Authority and the CIB 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 and the CIB harmless, from and to the extent of the available Pledged Revenues, 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 or the CIB, shall defend the Finance Authority or the CIB, as applicable, in any such action or proceeding.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

Section 9.1 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; or

(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 Finance Authority, unless the Finance Authority 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 Finance Authority but cannot be cured within the applicable thirty (30) day period, the Finance Authority 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 9.1(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 determined to be false or misleading in any material respect in the sole discretion of the Finance Authority; or

(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; or

(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 debt as they become due or is generally not paying its debt as such debt 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; or

(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 9.2 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid only from available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 9.3 Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.4 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement 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 Finance Authority;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues;

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(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 their rights hereunder.

The Borrower/Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 9.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority 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 Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5 Waivers of Events of Default. The Finance Authority may, in its discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Finance Authority 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 Finance Authority on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority shall be restored to its former position and rights hereunder, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6 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 9.7 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 X MISCELLANEOUS

Section 10.1 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, to:

New Mexico Finance Authority  
Attn.: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

The Borrower/Grantee or the Finance Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices; certificates or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Finance Authority and the Borrower/Grantee and their respective successors and assigns, if any.

Section 10.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Finance Authority and the Borrower/Grantee on the Effective 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 Effective 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 10.4 Amendments. This Agreement may be amended only with the written consent of all of the parties to this Agreement. 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 10.5 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 Finance Authority or the CIB, 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, the CIB or of the Finance Authority is hereby expressly waived and released by the Borrower/Grantee, the CIB and the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments, 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 10.7 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 10.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Pursuant to NMSA 1978, § 6-21-26, as amended, the venue for any proceedings or any other action or procedure against the Finance Authority shall be in Santa Fe County.

Section 10.9 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 10.10 Application of Act and Board Rules. The Finance Authority 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 the Board Rules are incorporated into this Agreement by reference.

Section 10.11 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 SECTION 6-21-26, NMSA.

*[Remainder of page intentionally left blank.]*

*[Signature pages follow.]*

IN WITNESS WHEREOF, the Finance Authority, has executed this Agreement, which was approved by the CIB on May 20, 2021, and by the Finance Authority's Board of Directors on June 24, 2021, in its corporate name by its duly Authorized Officer; and the Borrower/Grantee has caused this Agreement to be executed and attested by duly Authorized Officers thereof. All of the above are effective as of the date first above written.

FINANCE AUTHORITY:

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the  
New Mexico Finance Authority:

SUTIN, THAYER & BROWNE  
A PROFESSIONAL CORPORATION

By \_\_\_\_\_  
Suzanne Wood Bruckner

Approved for Execution by Officers of the  
New Mexico Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer

BORROWER/GRANTEE:

CITY OF TRUTH OR CONSEQUENCES,  
SIERRA COUNTY, NEW MEXICO

By \_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

By \_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

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**EXHIBIT "A"**

**TERM SHEET**

**\$500,000 COLONIAS INFRASTRUCTURE PROJECT LOAN/GRANT TO THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**

Project Description: The Project is infrastructure development in accordance with the Act consisting of improvements to a water system, but does not include general operation and maintenance, equipment, housing allowance payments or mortgage subsidies and is more specifically described as construction of water system improvements Phase 2, which includes replacement of undersized cast iron distribution lines, service lines, hydrants and associated appurtenances and shall include such other related work and revisions necessary to complete the Project.

Grant Amount: \$450,000

Loan Amount: \$50,000

Interest Component: 0%

Pledged Revenues: Net System Revenues

Outstanding Senior Obligations for Pledged Revenues: USDA Loan 0985-CTC-03, maturing 2059; NMFA Loan No. DW-0442, maturing \_\_\_\_\_; NMFA Loan No. PPRF-2737, maturing 2033; NMFA Loan No. PPRF-2613, maturing 2032; NMFA Loan No. DW-4794, maturing 2041; NMFA Loan No. PPRF-4967, maturing 2024; and Loan No. CWSRF 098, maturing 2041

Outstanding Parity Obligations: NMFA Loan No. WPF-0229, maturing 2032; NMFA Loan No. WPF-0292, maturing 2033; NMFA Loan No. CIF-3171, maturing 2034; NMFA Loan No. CIF-3364, maturing 2034; NMFA Loan No. CIF-4927, maturing 2041; NMFA Loan No. WPF-5089, maturing 2042; NMFA Loan WPF-5442, maturing 2043

Authorizing Legislation: Borrower/Grantee Resolution No. **44 21/22**, adopted February 9, 2022

Local Match: \$50,000 as calculated pursuant to Section 2.5 of the Policies

Closing Date: March 18, 2022

Project Account Deposit: \$500,000

Conditions to be satisfied prior to first disbursement of the Loan/Grant Amount:

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-Treasurer of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor Pro Tem and attested to by the City Clerk-Treasurer 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:

All Conditions defined in the Agreement.

**EXHIBIT "B"**

**FORM OF REQUISITION  
(Colonias Infrastructure Project Fund)**

RE: \$500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority and the City of Truth or Consequences, New Mexico as Borrower/Grantee (the "Agreement").

Loan/Grant No. CIF-5550

Closing Date: March 18, 2022

TO: NEW MEXICO FINANCE AUTHORITY, [colonias@nmfa.net](mailto:colonias@nmfa.net)

You are hereby authorized to disburse from the Project Account – City of Truth or Consequences, New Mexico with regard to the above-referenced Agreement, the following:

**I. PAYMENT INFORMATION**

REQUISITION NO. \_\_\_\_\_ PAYMENT AMOUNT: \$ \_\_\_\_\_

PAYEE'S NAME: \_\_\_\_\_

PAYEE'S ADDRESS: \_\_\_\_\_

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**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 \_\_\_\_\_

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**III. WIRING INFORMATION:**

BANK NAME:	
ROUTING NUMBER:	
ACCOUNT NUMBER:	

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**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: \$50,000

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**V. VERIFICATION AND AUTHORIZATION**

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Finance Authority pursuant to the Colonias Infrastructure 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 – City of Truth or Consequences, New Mexico. All representations contained in the Agreement, 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 by the Colonias Infrastructure Board (“CIB”).

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 by all entities required by the CIB and the New Mexico Finance Authority in their sole discretion to approve such plans and specifications, 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 "C"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount shall be payable by the Borrower/Grantee to the Finance Authority 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.

**EXHIBIT "D"**

**COLONIAS INFRASTRUCTURE PROJECT FUND STATUS REPORT  
PREPARED FOR THE  
NEW MEXICO FINANCE AUTHORITY**

<b>Fund Recipient:</b> City of Truth or Consequences, New Mexico <b>Contact Name:</b> <b>Title:</b> <b>Email Address:</b>	<b>Project Number:</b> CIF-5550 <b>Project Name:</b> Water System Improvements Phase 2 <b>Project Type:</b> Construction
<b>Reporting Period: From</b> _____ <b>To</b> _____ <input type="checkbox"/> Quarterly Project Report: <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> Final Project Report <input type="checkbox"/> Other _____	
<b>CIF Funding Expiration:</b> _____ <b>Total CIF Award:</b> \$ _____ <b>Current Balance:</b> \$ _____ Loan 10% Grant 90% Match \$50,000 <b>Expected CIF Award Expenditure Next Quarter:</b> \$ _____ <b>Local Match Expenditure: To Date</b> \$ _____ <b>Next Quarter</b> \$ _____	
<b>Project Phase:</b> <input type="checkbox"/> Planning <input type="checkbox"/> Design <input type="checkbox"/> Construction	
<b>PROJECT COMPLETION: Original Date</b> _____ <b>Current Date</b> _____ _____ % Complete <b>Days Remaining to Complete</b> _____ <b>On Schedule?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Briefly Describe Project Progress During This Reporting Period:</b>  	
<b>Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:</b>  	
<b>Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:</b>  	
<b>Authorized Officer PRINT NAME:</b> _____ <b>PRINT TITLE:</b> _____	
<b>SIGNATURE:</b> _____	<b>Date:</b> _____

***\*All fields must be completed***

**EXHIBIT "E"**

**FORM OF CERTIFICATE OF COMPLETION**

RE: \$500,000 Agreement by and between the Finance Authority and the City of Truth or Consequences, New Mexico as Borrower/Grantee (the "Agreement")

Loan/Grant No. CIF-5550

Closing Date: March 18, 2022

TO: NEW MEXICO FINANCE AUTHORITY, [colonias@nmfa.net](mailto:colonias@nmfa.net)

I, \_\_\_\_\_, the \_\_\_\_\_ of the  
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the 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. The portion of the Loan/Grant Amount unexpended for the Project is \$ \_\_\_\_\_.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the 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. \_\_\_\_\_ adopted on February 9, 2022, Agenda, and Affidavits 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. Borrower’s Counsel Opinion;
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority;
9. Finance Authority Application and Project Approval (informational only); and
10. Written consent of existing lenders to Colonias loan, if required.

**[COUNSEL LETTERHEAD]**

**FINAL OPINION OF COUNSEL**

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

Re: City of Truth or Consequences, Sierra County, New Mexico  
\$500,000 Loan/Grant No. CIF-5550

Ladies and Gentlemen:

I am an attorney representing the City of Truth or Consequences, New Mexico (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 (“Lender/Grantor”) and the New Mexico Colonias Infrastructure Board (“CIB”) are 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. 44 21/22 adopted by the Governing Body of the Borrower/Grantee on February 9, 2022 (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, New Mexico Colonias Infrastructure Project Fund Application dated February 10, 2021, and the New Mexico Colonias Infrastructure Board Approval dated May 20, 2021, and the New Mexico Finance Authority Approval dated June 24, 2021, for Loan/Grant No. CIF-5550 (the “Application” and the “Approval,” respectively), relating to the Project.
- (2) The statutes creating or authorizing the creation of the Borrower/Grantee documents creating the Borrower/Grantee.
- (3) The Annual Open Meetings Act Resolution or resolutions of the Borrower/Grantee in effect on February 9, 2022 and on March 18, 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 Pro Tem, City Commission, and City Clerk-Treasurer; (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 CIB, acting through the Finance Authority; (i) the Resolution authorizing the Mayor Pro Tem 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 municipality under the laws of the State of New Mexico.
- B. There exists within the boundaries of the Borrower/Grantee, Williamsburg, New Mexico, a community that has been designated by the Borrower/Grantee as a Colonia within the meaning of the Colonias Infrastructure Act and the Borrower/Grantee will be receiving the Loan/Grant for the benefit of Williamsburg, New Mexico and its residents. And the Borrower/Grantee is a community that is a Colonia within the meaning of the Colonias Infrastructure Act.
- C. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- D. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- E. The Borrower/Grantee has corporate power:

- (1) to 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. 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 Finance Authority and the CIB associated with the administration of the Colonias Infrastructure 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.
- O. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- P. 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.
- Q. The Borrower/Grantee has acquired all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the construction, installation, operation and maintenance of the Project.
- R. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 18<sup>th</sup> day of March, 2022.

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Jaime F. Rubin, Attorney for the  
City of Truth or Consequences, New Mexico



**\$500,000**  
**CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO**  
**COLONIAS INFRASTRUCTURE PROJECT FUND LOAN/GRANT**  
**NO. CIF-5550**

**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 or the benefiting Colonia is the owner in fee simple of the lands needed for the construction, operation, and maintenance of the facilities to be constructed, installed, repaired, or enlarged with the proceeds of the above-referenced Loan/Grant made by the New Mexico Finance Authority (the "Project"), or that the Borrower/Grantee or benefiting Colonia 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 or benefiting Colonia 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 shows the location of all lands and rights-of-way needed for the Project, which lands and rights-of-way the Borrower/Grantee or benefiting Colonia 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.
4. Exceptions: [NONE]

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[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the City of Truth or Consequences, New Mexico as of this 18<sup>th</sup> day of March, 2022.

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Jaime F. Rubin, Attorney for the  
City of Truth or Consequences, New Mexico

6178313\_2.docx

\$500,000  
CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO  
COLONIAS INFRASTRUCTURE LOAN/GRANT  
NO. CIF-5550

Closing Date: March 18, 2022

TRANSCRIPT OF PROCEEDINGS  
INDEX

1. Open Meeting Act Resolution No. 01 21/22 adopted July 14, 2021
2. Resolution No. 44 21/22, adopted February 9, 2022, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Sierra County Sentinel*
3. Loan/Grant Agreement
4. General and No Litigation Certificate
5. Delivery, Deposit and Cross-Receipt Certificate
6. Right of Way Certificate
7. Borrower's Counsel Opinion
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

City of Truth or Consequences, New Mexico  
New Mexico Finance Authority  
Sutin, Thayer & Browne A Professional Corporation

**DETAILED BOND DEBT SERVICE**

**City of Truth or Consequences  
CIF-5550 Water System Improvements Ph. 2**

**Loan Component (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
06/01/2024	2,500		2,500
06/01/2025	2,500		2,500
06/01/2026	2,500		2,500
06/01/2027	2,500		2,500
06/01/2028	2,500		2,500
06/01/2029	2,500		2,500
06/01/2030	2,500		2,500
06/01/2031	2,500		2,500
06/01/2032	2,500		2,500
06/01/2033	2,500		2,500
06/01/2034	2,500		2,500
06/01/2035	2,500		2,500
06/01/2036	2,500		2,500
06/01/2037	2,500		2,500
06/01/2038	2,500		2,500
06/01/2039	2,500		2,500
06/01/2040	2,500		2,500
06/01/2041	2,500		2,500
06/01/2042	2,500		2,500
06/01/2043	2,500		2,500
	50,000	0	50,000



**WILSON  
& COMPANY**

414 N Main St. a  
Las Cruces, NM 88001  
(575)527-9257



**LEGEND**

— Proposed Water System  
Improvements

**City of Truth or Consequences, NM  
2021 CIF Application**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.3

**SUBJECT:** Discussion/Action – Approve Resolution 45 21/22 and Execute Certificate of Grantee and Grant Agreement to New Mexico Finance Authority Project No. PG-5240 Economic Feasibility Study

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez-Assistant City Manager

**Summary/Background:**

City was awarded funding from NMFA for an Economic Feasibility Study on May 29, 2020. Study was completed, presented and adopted by Resolution 37 21/22 on November 17, 2021. Final documents were submitted to NMFA and approval was received from the Economic Development Department. Execution of Resolution 45 21/22, Certificate and Grant Agreement is the final step to receive reimbursement.

**Recommendation:**

Approve Resolution 45 21/22

Execute Certificate of Grantee and Grant Agreement

**Attachments:**

- Resolution 45 21/22
- Certificate of Grantee
- Grant Agreement

**Fiscal Impact (Finance):** Yes

.Reimbursement \$50,000.00

**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. 45 21/22 Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 2-09-2022



**CITY OF TRUTH OR CONSEQUENCES**  
**Sierra County, New Mexico**

**RESOLUTION NO. 45 21/22**

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "NMFA"), AND CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO (THE "GRANTEE"), IN THE AMOUNT OF \$50,000 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF FEASIBILITY STUDY, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE 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 GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State of New Mexico; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the NMFA's Rules Governing the Local Government Planning Fund and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the 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 CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, SIERRA COUNTY, NEW MEXICO:

**Section 1. Definitions.** All terms used herein have the same definition as contained in the draft Grant Agreement, dated February 18, 2022.

**Section 2. Ratification.** All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

**Section 3. Authorization of the Project and the Grant Agreement.** The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

**Section 4. Findings.** The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed for a Feasibility Study consisting of an overall Master Plan for the City's River Walk Project, including community participation process, existing conditions and asset inventory, gaps and market analysis, proposed land use development plan, and implementation and financing plan.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match, if any, is legally available to be applied to the Project in the amount of \$9,910.

**Section 5. Grant Agreement—Authorization and Detail.**

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$50,000 and the availability of the Local Match or other funds, if applicable, to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match, if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of Fifty Thousand Dollars (\$50,000).

**Section 6. Approval of Grant Agreement.** The form of the 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 Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

**Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.**

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the NMFA and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. NMFA Not Responsible. The NMFA shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee’s in connection with use of the Project.

**Section 8.** 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 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 Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

**Section 9.** Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the NMFA.

**Section 10.** Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

**Section 11.** 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 12.** Repealer Clause. All bylaws, orders, resolutions, 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 13.** Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Mayor and Clerk of the 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 14. Execution of Agreements.** The City of Truth or Consequences through its Governing Body agrees to authorize and execute all such agreements with the NMFA as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS FEBRUARY 9, 2022.

CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico

By \_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

\_\_\_\_\_  
Angela Torres, 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 said 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 said motion, the Mayor declared said motion carried and said Resolution adopted, whereupon the Mayor and the 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 on motion duly made, seconded and carried, was adjourned.

*[Signature page follows.]*

CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico

By \_\_\_\_\_  
Amanda Forrister, Mayor

By \_\_\_\_\_  
Angela Torres, Clerk

(SEAL)

*[Remainder of page intentionally left blank.]*

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF SIERRA )

I, Angela Torres, Clerk, the duly qualified and acting record-keeping officer of the City of Truth or Consequences, Sierra County, New Mexico (the “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 City of Truth or Consequences, Sierra County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at City Commission Chambers, 405 W 3rd Street, Truth or Consequences, New Mexico, on February 9, 2022 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 45 21/22 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings 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 State Open Meetings Act, NMSA 1978, §10-15-1, as amended, including, Grantee’s Open Meetings Resolution No. 1 21/22, dated July 14, 2021, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this February 18, 2022.

CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico

By \_\_\_\_\_  
Angela Torres, Clerk

(SEAL)

**EXHIBIT "A"**

**Notice of Meeting**

**CITY OF TRUTH OR CONSEQUENCES**  
**Sierra County, New Mexico**  
**Planning Grant Agreement**  
**New Mexico Finance Authority No. PG-5240**  
**\$50,000**

STATE OF NEW MEXICO    )  
  ) ss.         **CERTIFICATE OF GRANTEE**  
COUNTY OF SIERRA        )

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen qualified and acting Mayor and Clerk of the City Commission of the City of Truth or Consequences (the “Grantee”), Sierra County, State of New Mexico, that:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 45 21/22 adopted by the Governing Body of the Grantee on February 9, 2022 (the “Resolution”) in connection with this Planning Grant, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the laws of the State of New Mexico;
2. The resolutions, rules and regulations governing the Project and customer service by the Grantee have been duly adopted and are now in full force and effect;
3. The Authorized Officers and Governing Body of the Grantee were duly and validly elected or appointed and are empowered to act for the Grantee; and
4. The Grantee has all requisite corporate power:
  - (a) To perform or cause performance of the Project funded by the Planning Grant and the Local Match, if applicable;
  - (b) To execute and deliver Grant documents, including but not limited to those identified above; and
  - (c) To perform all acts required by such Grant documents to be done by the Grantee.
5. All proceedings of the 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.
6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has 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 Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The 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 Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. 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 Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the 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 Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. As of the date of this Certificate, the following are the duly chosen qualified and acting officers and members of the Governing Body of the Grantee:

Mayor: Amanda Forrister  
Rolf Hechler, Mayor Pro-Tem

Members: Merry Jo Fahl  
Shelly Harrelson  
Destiny Mitchell

Clerk: Angela Torres

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The 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 Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Mayor, Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the 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.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at City Commission Chambers, 405 W 3rd Street, Truth or Consequences, New Mexico, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 1 21/22 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on July 14, 2021, establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

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

20. This Certificate is for the benefit of the New Mexico Finance Authority.

21. This Certificate may be executed in counterparts.

*[Signatures on following page.]*

WITNESS our signatures and the seal of the Grantee this February 18, 2022.

**CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico**

By \_\_\_\_\_  
Amanda Forrister, Mayor

By \_\_\_\_\_  
Angela Torres, Clerk

**(SEAL)**

**\$50,000**

**PLANNING GRANT AGREEMENT**

**dated**

**February 18, 2022**

**by and between**

**NEW MEXICO FINANCE AUTHORITY**

**and**

**CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico**

## PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated February 18, 2022, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “NMFA”) and the City of Truth or Consequences, Sierra County, New Mexico (the “Grantee”).

WITNESSETH:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State of New Mexico (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 “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, §6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the NMFA to make Grants to qualified entities to develop economic development plans; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing municipality, in good standing under the general laws of the State; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the NMFA’s Rules and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the NMFA for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the NMFA and accept a grant in the amount of \$50,000 from the NMFA to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

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

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, including the foregoing recitals, 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):

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

“Authorized Officers” means in the case of the Grantee the Mayor of the Governing Body, and in the case of the NMFA the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“NMFA” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the City Commission of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of \$50,000.

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the NMFA for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means City of Truth or Consequences, Sierra County, New Mexico.

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

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

“Local Match” means \$9,910.

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

“Planning Document” means a written document in the form of a Feasibility Study, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. 45 21/22 adopted on February 9, 2022, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the NMFA, as amended and supplemented from time to time.

## **ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 2.1. Representations, Warranties and Covenants of the Grantee.** The Grantee represents, warrants and covenants as follows:

(a) **Binding Nature of Covenants.** All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) **Personal Liability.** No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a municipality duly organized, existing and in good standing under the statutes and laws of the State. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) 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 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 Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document consisting of the Feasibility Study consisting of an overall Master Plan for the City's River Walk Project, including community participation process, existing conditions and asset inventory, gaps and market analysis, proposed land use development plan, and implementation and financing plan, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the NMFA, the Grantee will allow the Office of the State Engineer, the New Mexico Environment Department, the New Mexico Economic Development Department, or other appropriate agency of the State or the NMFA to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the NMFA, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

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

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder 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.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the NMFA.

(p) Reports to NMFA. The Grantee shall report at least semi-annually to the NMFA on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

(r) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the NMFA.

**Section 2.2. Representations, Warranties and Covenants of the NMFA.** The NMFA represents, warrants and covenants as follows:

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

(b) This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

### **ARTICLE III: AGREEMENT TERM**

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the NMFA that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the NMFA) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

### **ARTICLE IV: GRANT; APPLICATION OF MONEYS**

On the Closing Date, the NMFA shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the NMFA pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

### **ARTICLE V: GRANT TO THE GRANTEE**

**Section 5.1. Grant to the Grantee.** The NMFA hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The NMFA shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the NMFA. The Grantee hereby pledges to the NMFA all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

**Section 5.2. No General Obligation.** No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

**Section 5.3. Investment of Moneys in Grant Account.** Money on deposit in the Grant Account may be invested by the NMFA for the credit of the Local Government Planning Fund.

### **ARTICLE VI: THE PROJECT**

**Section 6.1. Agreement to Acquire and Complete the Project.** The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

**Section 6.2. Disbursements from the Grant Account.** So long as no Event of Default shall occur, the NMFA shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the NMFA in its sole discretion, upon receipt by the NMFA of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the NMFA that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the NMFA, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match, if applicable.

**Section 6.3. Determination of Eligibility as condition Precedent to Disbursement.** Prior to the disbursement of the Grant Amount or any portion thereof, the NMFA shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the NMFA and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the NMFA that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

**Section 6.4. Reimbursement for Prior Expenditures.** The NMFA, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the NMFA Board of Directors approved the grant on .

**Section 6.5. Completion of Disbursement of Grant Funds.** Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the NMFA stating that to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the delivery of the certificate of completion, the NMFA may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

**ARTICLE VII: COMPLIANCE WITH LAWS AND RULES;  
OTHER COVENANTS**

**Section 7.1. Further Assurances and Corrective Instruments.** The NMFA and the 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 carrying out the terms and intention hereof.

**Section 7.2. NMFA and Grantee Representatives.** Whenever under the provisions of this Grant Agreement the approval of the NMFA or the Grantee is required, or the Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Grantee by an Authorized Officer of the NMFA or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

**Section 7.3. Requirements of Law.** During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

#### **ARTICLE VIII: NON-LIABILITY OF NMFA FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION**

**Section 8.1. Non-Liability of NMFA.** The NMFA shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

**Section 8.2. Indemnification of NMFA.** The NMFA shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the NMFA and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the NMFA or its designee, Grantee shall defend the NMFA and its designee, if any, in any such action or proceeding.

#### **ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES**

**Section 9.1. Events of Default Defined.** Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the NMFA, unless the NMFA 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 NMFA, but cannot be cured within the applicable thirty (30) day period, the NMFA will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

**Section 9.2. Remedies on Default.** Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the NMFA may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the 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 Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the NMFA for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

**Section 9.3 Limitations on Remedies.** A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

**Section 9.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the NMFA 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 NMFA to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

**Section 9.5. Waivers of Events of Default.** The NMFA may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the NMFA in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the NMFA and the Grantee shall be restored to their former positions 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 9.6. 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.

## ARTICLE X: MISCELLANEOUS

**Section 10.1. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

City of Truth or Consequences  
Attn: Mayor  
505 Sims Street  
Truth or Consequences NM 87901

And if to the NMFA, then to:

New Mexico Finance Authority  
Attn: Chief Executive Officer  
207 Shelby Street  
Santa Fe, New Mexico 87501

The Grantee and the NMFA may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 10.2. Binding Effect.** This Grant Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Grantee and their respective successors and assigns, if any.

**Section 10.3. Amendments.** This Grant Agreement may be amended only with the written consent of the NMFA and the Grantee.

**Section 10.4. No Liability of Individual Officers, Directors or Trustees.** No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. 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 Grantee or of the NMFA is hereby expressly waived and released by the Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

**Section 10.5. Grantee Compliance.** The NMFA shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

**Section 10.6. Severability.** In the event that any provision of this Grant Agreement 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 10.7. Execution in Counterparts.** This Grant 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 10.8. Applicable Law.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 10.9. 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 Grant Agreement.

IN WITNESS WHEREOF, the NMFA, on behalf of itself, and as authorized by the NMFA Board of Directors on , has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_  
Marquita D. Russel, Chief Executive Officer

Approved for Execution by Officers of the  
New Mexico Finance Authority:

By \_\_\_\_\_  
Daniel C. Opperman, Chief Legal Officer

CITY OF TRUTH OR CONSEQUENCES  
Sierra County, New Mexico

By \_\_\_\_\_  
Amanda Forrister, Mayor

[SEAL]

ATTEST:

By \_\_\_\_\_  
Angela Torres, Clerk

**EXHIBIT "A"**

**TERM SHEET**

**Grantee:** City of Truth or Consequences, Sierra County, New Mexico

**Project Description:** Preparation of a Planning Document consisting of a Feasibility Study to include an overall Master Plan for the City's River Walk Project, including community participation process, existing conditions and asset inventory, gaps and market analysis, proposed land use development plan, and implementation and financing plan.

**Total Grant Amount:** \$50,000

**Local Match:** \$9,910

**Closing Date:** February 18, 2022

**EXHIBIT "B"**  
**FORM OF REQUISITION**

RE: \$50,000 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("NMFA") and City of Truth or Consequences, Sierra County, New Mexico ("Grantee"), NMFA Grant Number PG-5240 (the "Grant Agreement").

Closing Date: February 18, 2022

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: \_\_\_\_\_  
PAYMENT AMOUNT: \$ \_\_\_\_\_  
NAME AND ADDRESS OF PAYEE: \_\_\_\_\_  
\_\_\_\_\_  
PURPOSE OF PAYMENT: \_\_\_\_\_

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WIRING INFORMATION

BANK NAME:	_____
ACCOUNT NUMBER:	_____
ROUTING NUMBER:	_____

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the 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 Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Officer of the Grantee  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "C"

### FORM OF CERTIFICATE OF COMPLETION

RE: \$50,000 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("NMFA") and City of Truth or Consequences, Sierra County, New Mexico ("Grantee"), NMFA Grant Number PG-5240 (the "Grant Agreement").

Closing Date: February 18, 2022

TO: NEW MEXICO FINANCE AUTHORITY

I, \_\_\_\_\_ the \_\_\_\_\_ of  
[Name] [Title or position]

the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on \_\_\_\_\_, 20\_\_.
2. The total cost of the Project was \$\_\_\_\_\_.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.

City of Truth or Consequences

By: \_\_\_\_\_

Its: \_\_\_\_\_



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.4

**SUBJECT:** Resolution No. 46 21/22 for the Sale of Surplus Property to be sold at the March 15, 2022 online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** February 4, 2022

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

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

**Summary/Background:**

During the December 15, 2021 City Commission Meeting, the Governing Body approved a resolution and a list of city owned vehicles to be sold in an online Auction on January 18, 2022 through JJ Kane Auctioneers. Most of the vehicles sold. However, there were some that did not. JJ Kane Auctioneers will be holding another online auction on March 15, 2022, and we would like to take those vehicles that did not sell back to auction, as well as a 2013 Chevy Impala, a 1970 Allis Forklift, a 1995 Ford F-350, a 1988 GMC Pickup, and a 2001 Jimmy 4x4.

**Recommendation:**

Approve Resolution No. 46 21/22 declaring the sale of surplus property to be sold on March 15, 2022 through J.J. Kane Auctioneers online auction.

**Attachments:**

- Resolution No. 46 21/22
- Auction Items List

**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. Resolution No. 46 21/22 Ordinance No. N/A

Continued To: . Referred To: .

Approved  Denied  Other: .

File Name: CC Agendas 02-09-2022



**RESOLUTION NO. 46 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 9<sup>th</sup> day of February, 2022.

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Amanda Forrister, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk

## PROPERTY DISPOSAL LIST

QTY	FACILITY MAINTENANCE	VIN	PLATE	
1	1995 CHEVY 2500 P/U 4X4	1GBGK24K2SE231993	G-28464	
WASTEWATER		VIN	PLATE	
1	1982 CHEVY C-70	1GBJ7D1B9CV133598	G-26515	
POLICE DEPARTMENT		VIN	PLATE	
1	2005 FORD CROWN VICTORIA	2FAHP71W45X127200	G-67075	
1	2009 FORD CROWN VICTORIA	2FAHP71V19X140175	G-76924	
1	1999 CHEVROLET BLAZER	1GNDD13W9XK229071	05759G	
1	2010 DODGE CHARGER	2B3AA4CV9AH237956	G-81094	
1	2010 DODGE CHARGER	2B3AA4CT4AH303134	G-84205	
1	2013 CHEVY IMPALA	2G1WD5E37D1238008	01327G	
FIRE DEPARTMENT		VIN	PLATE	
1	1986 FORD LTC GRUMMAN F-1800	1FDYD84N1GVA12985	G-86319	
1	2009 FORD EXPEDITION	1FKPLN6H1LA77958	G-86320	
SERVICE CENTER		VIN	PLATE	
1	1970 ALLIS CHALMERS FORKLIFT 7000 LB			
1	1995 FORD F-350 FLATBED W/ CRANE	1FDKF37G3SEA14916	G-28105	
1	1988 GMC P/U	1GDGK9JE530017	G-26538	
1	2001 GMC JIMMY 4x4	1GKDT13WO12149971	G-49495	



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.5

**SUBJECT:** Discussion/Action – Approve Resolution 47 21/22 Animal Shelter Fees

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez-Assistant City Manager

**Summary/Background:**

Staff is requesting to amend the fees at the Animal Shelter to offset increase costs incurred for animal care, spay/neuter, impounds, court holds, and safe keeps.

**Recommendation:**

Approve Resolution 47 21/22

**Attachments:**

- Resolution 47 21/22
- Exhibit A – Fee Schedule

**Fiscal Impact (Finance): Yes**

.Increased Revenue to offset increased expenses

**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. 47 21/22 Ordinance No. -

Continued To: - Referred To: -

Approved  Denied  Other: -

File Name: CC Agendas 2-09-2022



**CITY OF TRUTH OR CONSEQUENCES**

**RESOLUTION NO. 47 21/22**

**A RESOLUTION ESTABLISHING FEES FOR THE ANIMAL SHELTER**

**WHEREAS**, the City of Truth or Consequences owns and operates the Truth or Consequences Animal Shelter and is responsible for establishing fees and other charges; and

**WHEREAS**, the city staff has reviewed rates charged by other area Animal Shelters and determined the proposed fees set forth on Exhibit A are reasonable to other shelter fees.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences:

1. The Animal Shelter Fees as set forth in Exhibit 'A', attached hereto and incorporated herein by this reference, will be effective immediately upon adoption.
2. The City Commission may review the fees set forth in Exhibit A annually.
3. The City Manager or his/her designee at his/her discretion may waive or reduce fee(s) on existing verbal or written agreements in effect upon adoption of this resolution.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that this Resolution repeals Resolution No. 03 20/21.

**PASSED, APPROVED AND ADOPTED** this 9<sup>th</sup> day of February 2022.

\_\_\_\_\_  
Amanda Forrister, Mayor

ATTEST:

\_\_\_\_\_  
Angela Torres, City Clerk-Treasurer

## EXHIBIT A ANIMAL SHELTER FEES

### ADOPTION FEES

CANINE UP TO 7 YEARS	\$ 60.00	<i>All Animals are tested, vaccinated and may be sterilized before adoption</i>
CANINE OVER 7 YEARS	\$ 35.00	
FELINE UP TO 7 YEARS	\$ 50.00	
FELINE OVER 7 YEARS	\$ 25.00	
NON -STERILIZATION DEPOSIT	\$ 25.00	<i>Will be refunded upon proof of sterilization within 30 days. Sterilization Agreement must be executed or breeder permit obtained (may be subject to age/weight requirements)</i>

**ADOPTION PRICES CAN CHANGE FOR A SPECIAL ADOPTION EVENT**

### IMPOUND FEES

IMPOUND FEE	\$ 30.00	<i>1st offense, then impound fee will increase by an additional \$10.00 every time the animal is impounded for 1 calendar year</i>
IMPOUND BOARDING FEE	\$ 15.00	<i>Per day on all animals impounded</i>
NON-STERILIZATION DEPOSIT	\$ 25.00	<i>Will be refunded upon proof of sterilization within 30 days. Sterilization Agreement must be executed or breeder permit obtained (may be subject to age/weight requirements)</i>

**OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFINED INCLUDING VETERINARY SERVICES**

### OTHER FEES

COURT BOARDING	\$ 15.00	<i>Per day: Animals not picked up within 72 hours after court release may become property of the animal shelter</i>
MANDATORY QUARANTINE	\$ 10.00	<i>Per day: Animals not picked up within 72 hours after court release may become property of the animal shelter</i>
SAFEKEEP BOARDING	\$ 15.00	<i>The Shelter may hold animals up to 72 hours with no charge. After 72 hours a boarding fee may apply</i>

**OWNER SHALL BEAR THE COST OF ANY EXPENDITURES WHILE ANIMAL IS CONFINED INCLUDING VETERINARY SERVICES**

### MISC FEES

MICROCHIP	\$ 20.00	<i>Owner information must be provided Proof of animal license may be required</i>
OWNER SURRENDER FEE	\$ 30.00	<i>Animal Information form preferred to help aide in future adoption</i>

**NMGRT WILL BE ADDED TO ALL FEES EXCEPT OWNER SURRENDER FEES**

**ANIMAL SHELTER FEES  
THAT WERE PASSED IN  
JULY 2020**



**CITY OF TRUTH OR CONSEQUENCES, NM**  
**RESOLUTION No. 03 20/21**  
**RESOLUTION ESTABLISHING**  
**ANIMAL SHELTER FEES**

**WHEREAS**, the City of Truth or Consequences owns and operates the Truth or Consequences Animal Shelter and is responsible for establishing fees and other charges; and

**WHEREAS**, the City Commission determined that the fees that are currently charged need to be amended; and

**WHEREAS**, the attached Exhibit 1 sets forth the fees that have heretofore been charged (original) and the fees that will be charged upon passage of this Resolution (new).

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences:

1. The "new" fees set forth in Exhibit 1 are hereby established as the fees for the services described therein.
2. The new fee schedule shall become effective immediately upon adoption of this Resolution.
3. The City Manager has the authority to temporarily adjust the fees based upon special adoption events or specific circumstances at the Animal Shelter.

**PASSED, APPROVED AND ADOPTED** this 8<sup>th</sup> day of July 2020.

  
\_\_\_\_\_  
Sandra Whitehead, Mayor

  
\_\_\_\_\_  
Angela Torres, City Clerk



	NEW		
IMPOUND	FEE	PRICE	PRICE WITH TAX
	IMPOUND FEE	\$30.00	
	NON-STERILIZED	\$25.00	
		<b>TOTAL WITH TAX</b>	<b>\$56.67</b>
ADOPTION FOR ANIMAL UNDER 6 MONTHS			
	ADOPTION FEE	\$35.00	
		<b>TOTAL WITH TAX</b>	<b>\$37.98</b>
ADOPTION FOR ANIMALS OVER 6 MONTHS			
	ADOPTION FEE	\$50.00	
		<b>TOTAL WITH TAX</b>	<b>\$54.25</b>
ADOPTION FOR ANIMALS OVER 10 YEARS			
	ADOPTION FEE	\$25.00	
		<b>TOTAL WITH TAX</b>	<b>\$27.13</b>
**NEW PRICES INCLUDE CORE VACCINES AND TESTING			
**PRICES CAN INCREASE BY \$25.00 IF NOT STERILIZED			
<b>ADDITIONAL CHARGES</b>			
OWNER SURRENDER (NOT TAXED)		\$30.00	
COURT BOARDING			
	BOARDING (PER DAY)	\$10.00	\$10.85
	NON-STERILIZED	\$25.00	
MIRCOCHIP (ADD ON FEE)		\$20.00	
		<b>TOTAL WITH TAX</b>	<b>\$21.70</b>

\*\*PRICES CAN CHANGE IF THE ANIMAL IS STERILIZED

\*\*PRICES ON ADOPTION CAN CHANGE IF THE SHELTER IS HOLDING A SPECIAL EVENT

EXHIBIT "I"



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.6

**SUBJECT:** Discussion/Action: Publication of Ordinance No. 726 Amending Chapter 16 Article XI Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers and Truck Campers as Dwellings

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez/Chief Victor Rodriguez

**Summary/Background:**

Staff is requesting publication of the revised Ordinance that will update the Municipal Code

**Recommendation:**

Approve Ordinance No. 726 for publication

**Attachments:**

- Ordinance No. 726

**Fiscal Impact (Finance):** N/A

**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 02-09-2022

**ORDINANCE NO. 726**

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING SECTION 11-11-6 PERTAINING TO RECREATIONAL VEHICLES, BOATS, CAMPING AND TRAVEL TRAILERS AND TRUCK CAMPERS AS DWELLINGS:

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS. CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers and Truck Campers As Dwellings shall be amended to read as follows:

Sec. 11-11-6. - Recreational Vehicles, Boats, Camping and Travel Trailers ~~and~~ Truck Campers ~~and Vehicles~~ as Dwellings:

Recreational vehicles, boats, camping and travel trailers, ~~and~~ truck campers ~~and vehicles~~ shall not be used as permanent ~~or temporary~~ dwellings or immobile living quarters ~~on any private or city owned property or easement, except in a lawfully operated Recreational Vehicle Parks (RVP's) as approved by special use permit per Sec. 11-11-5.~~ Utility connections ~~except for temporary electrical service~~ are permitted for said units only within recreational vehicle parks (RVP's) ~~and manufactured home parks (MHP's).~~ The use of said units ~~or other~~ ~~as~~ temporary living quarters ~~must be approved and permitted by the designated zoning official, may not be permanently connected to sewer lines, water lines, or electrical lines and shall not exceed the timeframe as approved by the designated zoning official and six months at a single location and shall be restricted to RVP's, MHP's or on a lot upon which a permanent dwelling is being constructed pursuant to 11-3-2 Building Permits and Plans and construction is moving forward in a timely manner.~~ Transit travelers passing through the City may be allowed temporary parking on a commercial privately owned property with property owner or management consent, but such parking shall be limited to a period of not more than 12 hours unless a vehicle emergency maintenance, roadway hazard, medical emergency or inclement weather incident exists where the parking timeframe may be extended to a reasonable time necessary to resolve the incident.

*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 \_\_\_\_\_ 2022.

**PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

**BY: \_\_\_\_\_**  
**AMANDA FORRISTER- Mayor**

**ATTEST: \_\_\_\_\_**  
**Angela A. Torres- City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: H.7

**SUBJECT:** Discussion/Action: Publication of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances related to Business Registration

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 3, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Staff is requesting publication of the revised Ordinance that will update the Municipal Code allowing for collection of business registration fees from any person proposing to engage in business within the municipal limits of Truth or Consequences

**Recommendation:**

Approve Ordinance No. 727 for publication

**Attachments:**

- Ordinance No. 727

**Fiscal Impact (Finance):** Yes

Revenue for Business Registration Fees

**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 2-09-2022

## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 727

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 7-32 PERTAINING TO APPLICATION TO DO BUSINESS, SECTION 7-35 PERTAINING TO DEFAULT; PENALTIES AND SECTION 7-36 PERTAINING TO DISPLAY.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS, CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

**Section one.** That section 7-32 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Any person proposing to engage in business within the municipal limits of Truth or Consequences, New Mexico, ~~after July 1, 1981, shall apply for~~ **submit an application to do business within the City of Truth or Consequences** and pay a business registration fee ~~for each outlet, branch, or location within the municipal limits of Truth or Consequences prior to engaging in business.~~

(Code 1962, § 5-1-2)

**Section two.** That section 7-35 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

In the event that ~~the City, by and through its City Attorney, files~~ a criminal complaint **is filed** in Municipal Court seeking enforcement of this section, any violator of this section may be penalized in accordance with section 1-10 of this Code. Further, the City reserves the right to initiate enforcement action in accordance with § 3-38-5, NMSA (1978) (1988 Repl. Pamphlet) and § 3-38-6, NMSA (1981).

(Ord. No. 471, § 1, 12-27-99; Ord. No. 604, 12-14-10; Ord. No. 635, § 2, 4-9-13)

**Section three.** That section 7-36 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

The Municipal Clerk shall provide a suitable certificate of registration or license to be furnished to each ~~place of~~ **registered** business coming within the terms of this chapter, and such certificate of registration or license shall be displayed at the place of business for which such registration or license is issued; and such license shall be displayed at the place of business clearly visible to the public at all times. Solicitors and similar licenses shall carry the license on their person while engaging in the business for which such license is issued.

(Ord. No. 635, § 3, 4-9-13)

**Section four.** All other provisions of the aforementioned codes not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

**Section five.** Effective date. The provisions of this Amended Ordinance shall become effective five (5) days upon the publishing of its adoption.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this \_\_\_day of \_\_\_\_\_, 2022.**

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**AMANDA FORRISTER - Mayor**

**ATTEST:**

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**ANGELA TORRES – City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

*Agenda Item #: I.1*

**SUBJECT:** Review and approval of take-home vehicle form from the Truth or Consequences Electric Department.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 4, 2022

**SUBMITTED BY:** Angela A. Torres

**WHO WILL PRESENT THE ITEM:** City Clerk Angela A. Torres

***Summary/Background:***

The City of Truth or Consequences Electric Department has an employee 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 take-home vehicle request is from Crispin Bush.

***Recommendation:***

Approve take-home vehicle form.

***Attachments:***

- Take-Home Vehicle Form

***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. [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 2-09-2022



## Take Home Vehicle Authorization Request

Employee: Crispin Bush Department: Electric

Position Title: Journeyman Electrician/Line worker Commute Miles/Day: 2

Employee Address: 651 Morgan Space #5

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

**Emergency Response:** Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

**On-call Status:** Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

**Other:** explain \_\_\_\_\_

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Crispin Bush  
Employee's Signature

1/31/22  
Date

Bo Eashy  
Department Director Signature

Approved  Denied

Commission

Approved

Denied

\_\_\_\_\_  
Amanda Forrister, Mayor Signature

\_\_\_\_\_  
Date



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: I.2

**SUBJECT:** Agreement Amendment with Bohannan Huston, Engineering Services  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** January 31, 2022  
**SUBMITTED BY:** Carol Kirkpatrick, Finance Director  
**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:**

The City wishes to amend the original agreement with Bohannan Huston for Engineering Services to include part-time Resident Project Representative(s) during the field construction of the 12.47 KV DISTRIBUTION LINE RENOVATIONS project.

**Recommendation:**

Staff recommends approval

**Attachments:**

- Agreement Amendment and Original Contract with Bohannan Huston
- Procured via Cooperative Education Services (CES)

**Fiscal Impact (Finance):** Choose an item.

Original contract \$121,750 + Increase is for \$32,130 = total \$153,880

**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 2-09-2022

January 19, 2022

Bo Easley, Electric Department Director  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

Re: **Proposal for Professional Engineering Services:**  
Aerial Medium-Voltage Distribution Renovation for three areas

Dear Mr. Easley:

At your request, I am submitting to your attention a proposal amendment to our contract to provide Resident Project Representative (RPR) services for this project. Matthew Haverkamp from Spectrum Engineers will remain the Engineer of Record and act as a resource throughout the construction. Evan Fleischer from BHI will be providing this service as the RPR. We have roughly estimated three months of actual field work to be monitored, since we have not seen the contractor's specific schedule at this point. He will be on-site two days per week, and that will include two hours of travel and 8 hours onsite for a total of 20 hours per week. Travel time is included in the fee as well. This task order will be on a time and materials basis not to exceed budget. Depending on the speed of the contractor less time or possibly more time may be necessary, and we can discuss at that later date as the contractor discloses their schedule to us.

As we discussed, we will work closely with you to confirm specific construction aspects that you would like to ensure are done in a manner you expect by the contractor. Certainly, having one of your staff to be checking in at random times of the week to check in on progress to search for deficiencies when the RPR is not present would be beneficial in a coordinated observation.

I have attached an amendment form for your review and approval. If you have any questions, please contact me directly at 575-532-8670, or [mthompson@bhinc.com](mailto:mthompson@bhinc.com). Thank you for the opportunity to continue to support you on this project work.

Sincerely,



Matthew R. Thompson, P.E.  
Senior Vice President

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

# Bohannon Huston

## ENGINEERING SERVICES AGREEMENT AMENDMENT

Project: TorC - 12.47 kV Distribution Line Replacement	BHI Project No.: 20210319
Engineer: Bohannon-Huston, Inc. 425 S. Telshor Blvd., Suite C-103 Las Cruces, NM 88011-8237	PO No.: 2021-2945 Amendment No.: 1 Date: January 19, 2022

**Reason and Justification for Amendment:**

BHI will provide part-time Resident Project Representative(s) (RPR) during the field construction of the project, estimated at 3 months of Contractor field work. Part-time inspection will be two days per week, including 2 hours of travel and 8 hours on site, for a total of 20 hours per week, with an assumed 150 mileage compensation per trip. Through the observations of such RPRs, the Engineer shall search for and highlight defects and deficiencies in the Work to determine that the Work is carried out in conformance with the certified plans and specifications.

**RPR Deliverables:**

1. Daily Activity Reports through BHITracker and coordination with Engineer of Record.
2. Photo journal of project progress through BHITracker
3. Provide TorC access to BHITracker for reports.
4. Verification of Contractor pay requests and change orders.

Requested or initiated by:  User Agency  Owner  Engineer  Other

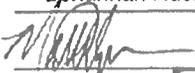
The Engineer is authorized to provide the following described services (scope of services and compensation).

**FEE SCHEDULE**

Description	Previous Contract Amount	Amend #1	Revised Contract Amount
001 - Project Communication and Management	\$6,000		\$6,000
002 - Survey Services	\$14,700		\$14,700
003 - Title Search Services	\$5,000		\$5,000
004 - Geotechnical Services	\$5,500		\$5,500
005 - 60% Preliminary Draft Design	\$41,300		\$41,300
006 - 95% Final Draft and Final Design	\$23,000		\$23,000
007 - Bid Administration	\$5,500		\$5,500
008 - Construction Administration	\$17,250		\$17,250
009 - Record Drawings and GIS Database Update	\$3,500		\$3,500
010 - RPR Observation (T&M Not to Exceed)	\$0	\$32,130	\$32,130
<b>TOTAL</b>	<b>\$121,750</b>	<b>\$32,130</b>	<b>\$163,880</b>

**AGREED AND RECOMMENDED:**

**APPROVED:**

Engineer: Bohannon Huston Inc.  
 By:   
 Title: Senior Vice President  
 Date: 1/19/2022

Owner: City of Truth or Consequences  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Task	Construction Observation Period (Months)	Time Working Days*	# of Miles one trip	Total Miles	Cost per Mile	Total Mileage Cost	Total # of Hours	Billing Rate	Total Labor Cost	Total Inspection Cost
Full time	3	60	150	9000	\$ 0.58	\$ 5,220.00	480	\$ 123.00	\$ 59,040.00	\$ 64,260.00
3/4 time	3	45	150	6750	\$ 0.58	\$ 3,915.00	360	\$ 123.00	\$ 44,280.00	\$ 48,195.00
1/2 time	3	30	150	4500	\$ 0.58	\$ 2,610.00	240	\$ 123.00	\$ 29,520.00	\$ 32,130.00

\* 5 days per week/ 20 days in a month



425 S. Telshor Blvd.  
Suite C-103  
Las Cruces, NM  
88011-8237

www.bhinc.com

voice: 575.532.8670  
facsimile: 575.532.8680

November 6, 2020

Bo Easley, Electric Department Director  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

Re: **Proposal for Professional Engineering Services:**  
Aerial Medium-Voltage Distribution Renovation for three areas

Dear Mr. Easley:

Bohannon Huston, Inc., (BHI) is pleased to provide this engineering services proposal for the above referenced work to the City of Truth or Consequences. We are teamed with a firm from Utah, Spectrum Engineer, that we have worked extensively with at NMSU for the continued medium voltage system renovations on-going there. Please identify if further clarifications or information needs to be sent or if we need to meet with the city staff to discuss further regarding the expected scope. I have attached a contract basis for your use upon approval by your purchasing department, if you would prefer to use another contract basis please let me know.

If you have any questions, please contact me directly at 575-532-8670, or mthompson@bhinc.com. Thank you for the opportunity to propose on this project work.

Sincerely,

Matthew R. Thompson, P.E.  
Senior Vice President

Engineering ▲

Spatial Data ▲

Advanced Technologies ▲

## PROFESSIONAL SERVICES AGREEMENT

The City of Truth or Consequences, a New Mexico governing body ("City"), and Bohannon Huston, Inc. ("Engineer"), hereby agree as follows:

### 1. Services.

- A. The City retains the Engineer to act as a professional engineer on behalf of the City for a period beginning November 1, 2020 and ending November 1, 2022, unless extended by a City- approved contract amendment.
- B. The Engineer will render professional services on an individual engineering task order basis for various City-owned electrical utility improvements. Each individual task order issued shall be accompanied by a specific scope of services and fee, and be identified as "Exhibit A". Such services shall be accomplished in a timely manner.
- C. The accomplishment of work and services described in this Agreement are necessary and essential to the Public Works Program of the City.

### 2. Compensation.

- A. The City shall pay the Engineer on a lump sum basis, or time and expense basis, for specific project tasks for which a scope of work has been defined prior to the start of work.
- B. Monthly invoices of work performed and charges will be submitted to the City for payment.

### 3. Availability and Appropriation of Funds.

Payment and performance obligations for the succeeding fiscal period shall be subject to the availability and appropriation of funds. When funds are not appropriated or otherwise made available to support the continuation of performance of this Agreement for a subsequent fiscal period, this Agreement shall be canceled pursuant to 12-1-152, NMSA 1978.

### 4. Responsible Engineer.

The Engineer is a registered professional engineer, (PE), and represents that he is professionally qualified to undertake and accomplish the work and services described in the Agreement. The Engineer primarily responsible for work assigned by the City shall be Matthew R. Thompson (NMPE #13868). The primary Engineer, at his discretion, may assign City work to other engineers and technical staff in his firm unless the Mayor or his authorized representative objects.

### 5. Mayor's Representative.

The Mayor or his/her authorized representative shall administer this Agreement for the City.

**6. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements. This Agreement may be amended only by written instrument signed by both parties.

**7. Ownership of Plans, Documents and Other Records.**

The City will make available for the use of the Engineer all of its maps, records, tests, and other data pertinent to the work to be performed by Engineer pursuant to this Agreement and also any other materials available upon the City's request to any other public agency or body.

The maps, records, field notes, soils tests, and other documents developed in the course of work for the City are the property of the City. The Engineer shall make available to the City upon request, maps, records, field notes, soil tests, and other documents which were developed in the course of work for the City and for which compensation has been received by the Engineer. The Engineer may make and retain copies of the described documents. The described documents shall be stored by the Engineer for a reasonable length of time, and the City shall be notified before such documents are destroyed. The City understands that these documents have been prepared for specific project use and that their re-use may render them inappropriate or inaccurate.

**8. Termination by Either Party.**

It is agreed that this is a contract for professional personal services, and City and the Engineer may, at either party's option, terminate this Agreement upon thirty days written notice to the other party without assigning any reason therefore. In the event the City terminates the Agreement, the Engineer shall receive compensation in full for services performed to the date of such termination and the City shall receive any maps, records, field notes, soils tests, and other work documents, plans, or specification fully or partially completed at the date of termination. The City understands that these documents have been prepared for specific project application and that their use may be inappropriate. The City expressly agrees to hold the Engineer harmless from any claims whatsoever resulting from the use of partially completed plans or the mis-use of documents on a project different from the one for which they were specifically prepared.

**9. Assignment.**

This Agreement shall not be assignable except with the written consent of the parties.

**10. Renewal.**

The parties may renew this Agreement for additional one year or greater terms provided that the entire term, including all extensions and renewals, does not exceed four years.

**11. Indemnification.**

The Engineer agrees to defend, indemnify and hold harmless the City and its officers, agents, and employees from and against all suits, actions, or claims resulting from the negligent acts, errors, or omissions of the Engineer, its agents or employees. Any indemnification required under this Agreement shall not be limited by reason of the specification of any particular insurance coverage in the Agreement.

The City agrees to defend, indemnify, and hold harmless the Engineer from and against all suits, actions, or claims resulting from the negligent acts, errors, or omissions of the City and from actions, suits, or claims resulting from actions taken or services rendered by the Engineer at the direction of the City and not resulting from the negligent acts, errors, or omissions of the Engineer.

**12. Non-Exclusive Agreement.**

The City is free to contract with other engineering firms as it deems appropriate.

**13. Insurance.**

The Engineer agrees to purchase and maintain at his expense, insurance for the protection from claims which may arise out of or result from the Engineer's operations under this Agreement, whether such operations are performed by the Engineer, its agents, subcontractors, or by anyone for whose acts any of them may be liable. Before commencing the work, the Engineer shall furnish to the City Certificates of Insurance in a form satisfactory to the City showing the Engineer has complied with this paragraph.

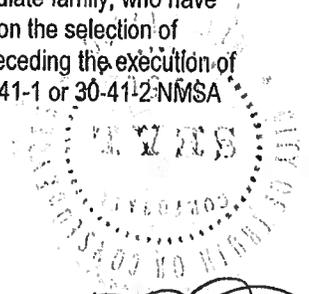
All Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled or the coverage changed until at least 30 days prior written notice has been given to the City.

The kinds and amounts of insurance required are as follows:

- A. **Workers' Compensation Insurance.** The Engineer shall purchase and maintain during the term of this Agreement, workers' compensation insurance in accordance with the Workers' Compensation Act of the State of New Mexico.
- B. **Liability Insurance.**
  - (1) Automobile liability insurance in an amount not less than \$200,000 for injuries to any one person and \$500,000 on account of any one accident and in an amount of not less than \$100,000 for property damage to protect the Engineer, its agents and employees, from claims which may arise for services rendered under this Agreement, whether such services are rendered by the Engineer, its agents, or by anyone employed by the Engineer or its agents.
  - (2) Engineer's Professional Liability Insurance in an amount not less than \$1,000,000 to protect the City, Engineer, and their agents or employees from claims which may arise from services rendered under this Agreement, whether such services are rendered by the Engineer, its agents, or anyone employed by the Engineer or its agents. The Engineer shall maintain such claims made coverage at his own expense for a period of three years following the final completion of services covered by this Agreement.

The Engineer hereby affirms that it has not made nor agreed to make, nor has demand been made upon it to make, any remuneration, valuable gift, or any other thing of value, whether in the form of

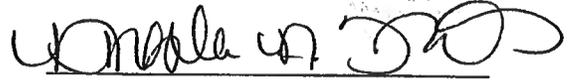
services, loan, thing or promise to any person or any of the person's immediate family, who have the duty to recommend the right to vote upon or any other direct influence on the selection of consultants providing of design services to the City within the two years preceding the execution of this Agreement which would violate the provisions of 30-24-1; 30-24-2; 30-41-1 or 30-41-2 NMSA 1978.



CITY: City of Truth or Consequences, New Mexico

ATTEST:

By:   
City Manager



ENGINEER: Bohannon Huston, Inc.

ATTEST:

By:  11/5/2020  
Matthew R. Thompson, P.E.  
Senior Vice President



## EXHIBIT A

### City of Truth or Consequences Medium-Voltage Distribution Renovation – Pole line Replacements

#### Scope of Professional Services

#### A. PROJECT DESCRIPTION

Professional engineering services will be provided by BHI, with our partners Spectrum Engineers from Salt Lake City, Utah, for design and construction phase support for multiple aerial distribution pole replacements located at three locations, see attached Exhibit B for the project areas. We have teamed with Spectrum Engineers on other past projects in New Mexico, and have reached out to bring their aerial distribution design experience to bear on this project.

This project scope of work is based on the request for proposal provided by the City of T or C staff in an in-field meeting. The project elements are described as three areas:

- 1) **Area #1: 9<sup>th</sup> Avenue Wood Pole Replacement on Cedar Circuit** –
  - a. Replace wood pole at intersection of 9<sup>th</sup> Avenue, and alleyway between Pershing Street and Date Street with new wood pole.
  - b. Remove and replace new conductors to pole at 9<sup>th</sup> & Pershing, and to pole at 9<sup>th</sup> & Date.
  
- 2) **Area #2: 4<sup>th</sup> Avenue Wood Pole Replacement on Cedar Circuit** –
  - a. Replace wood pole at intersection of East 4<sup>th</sup> Avenue and alleyway between Date Street and Cedar Street with steel pole.
  - b. Replace second wood pole at intersection of 4<sup>th</sup> Avenue and Cedar Street with steel pole.
  - c. Remove and replace conductors from 4<sup>th</sup> & Date east to 4<sup>th</sup> & Birch, and conductors from 4<sup>th</sup> and Cedar south partway to intersection of 3<sup>rd</sup> & Cedar.
  
- 3) **Area #3: Wood Pole Line Replacement on Downtown Circuit** –
  - a. Replace wood pole line, including 18 poles and related conductors, from the intersection of Pershing Street and the alleyway between Broadway Street and Austin Street, west to the intersection of McElroy Avenue and the alleyway between Broadway Street and Austin Street.
  - b. Steel poles will be located at the beginning and ending of this pole line, the remaining 16 poles will be replaced with wood. All crossarms, communication attachments, customer service aerial transformers, medium voltage dip to pad-mount transformer will be replaced. Customer service secondary conductors are to remain. It is anticipated the pole line will remain on north side of alleyway requiring a back feed and block-by-block replacement. If a shift to south side of alleyway is available a parallel construction and cut-over sequence may be adopted instead.

- c. Utilize existing switchover point from Williamsburg circuit at Clancy & Austin intersection to back feed Downtown circuit during block by block renovation.

Additional information will be required from OWNER at time of design, to include the following:

- 1) OWNER standards including drawings and specifications for standard pole sizes, standard conductor sizes, if available.
- 2) Existing circuit loading average and peak hour loading, if known.
- 3) Line loads, tensions, sags, and existing conductor information, if known.

All design services and products will meet or exceed industry standards and for the type of facility being designed. All work defined will meet NFPA 70, NFPA 70E, National Electrical Safety Code, New Mexico Electrical Code requirements, and City of Truth or Consequences design standards. Throughout this document the terminology "OWNER" refers to the City of Truth or Consequences and "ENGINEER" or "SURVEYOR" refers to BHI.

## **B. PROJECT WORK ELEMENTS**

ENGINEER shall complete services for the following project work elements:

1. Land Survey Services:
  - a. Project site research: Including public easements, public right of ways, identification of potential utility conflicts, and request on New Mexico One Call for underground utilities.
  - b. Project Control and Boundary Ties: Control point establishment to support subsequent field survey and construction staking purposes.
  - c. Topographic Survey: conventional topographic/planimetric survey of the areas shown in Exhibit B – Project Areas #1, #2, and #3, tied to control points.
2. Geotechnical Services:
  - a. Complete geotechnical borings near each new steel pole location to depth required to verify soil characteristics and potential rock presence.
3. Electrical Engineering:
  - a. Distribution:
    - 4 wood pole replacements with steel poles, including cross arms and insulators per requested city standards.
    - Wood Pole distribution line including aerial transformer banks and dips as necessary.
    - Define miscellaneous attachment points for fiber and other communication lines.
    - Define and establish double dead-ends at nearby locations to allow system isolation to occur for de-energized renovation and replacement.

4. Structural Engineering:
  - a. Steel Poles:
    - Tension and sag due to conductor weight, environmental factors and spans.
    - Steel dead-end pole structure
    - Base Plate and anchorage.
  - b. Foundation:
    - Reinforced augered concrete drilled pier footing
    - Steel reinforcing for augured pier footing.

The project's professional services are broken down into several distinct tasks identified below in a work task outline:

**OVERALL PROJECT MANAGEMENT:**

Task 1 – Project Communication and Management

**DESIGN PHASE:**

Task 2 – Survey Services

Task 3 – Geotechnical Services

Task 4 – 60% Preliminary Draft Design Plans for Configuration Review

Task 5 – 95% Final Draft, Final Stamped Design Plans, Contract Documents and Technical Specifications

**CONSTRUCTION PHASE:**

Task 6 – Bid Administration

Task 7 – Construction Administration

Task 8 – Record Drawings and GIS Database Update

## **C. OVERALL PROJECT MANAGEMENT**

### **Task 1: Project Communications and Management**

**Objective:** Provide effective communications, coordination, meetings and project management throughout the project from initial planning through the construction phase.

**Approach:** ENGINEER will conduct an initial Project Kick-off Meeting with the OWNER and other stakeholders to obtain additional Project information, to obtain OWNER input, and to develop critical success factors for design and implementation of the Project. As part of this meeting, OWNER goals and constraints will be identified to assist the ENGINEER in screening and evaluation of preliminary planning alternatives in order to construct facilities while continuing to maintain uninterrupted operation. Subsequent design phase meetings with OWNER staff and operations team members will be conducted, as required, to complete the Project deliverables.

The ENGINEER and OWNER will have regular conference calls and email communications to keep the OWNER informed of the Project's progress and obtain additional input from the OWNER. The ENGINEER will provide a monthly progress report attached to monthly invoicing that summarizes the work completed since the last report, work to be completed during the next period, budget status, issues and concerns, and schedule status. The ENGINEER shall attend OWNER scheduled meetings on an as requested basis to update OWNER board or staff members on the current status of specific project activities and get input needed to maintain the project schedule.

ENGINEER will create a manage project deliverables in ArcGIS and/or Adobe PDF format, and record OWNER review comments. Other project management responsibilities to be completed under this task include management of subcontracts, project accounting, scheduling and budget tracking, and maintenance of project files.

#### ***Assumptions:***

1. An initial kick-off meeting will be held at the OWNER's offices with OWNER staff, ENGINEER's project team, and other stakeholders that may be identified by the OWNER.
2. Project Progress meetings shall be held at the OWNER's office on an as requested basis.

#### ***Deliverables:***

1. Kick-off meeting agenda and meeting minutes
2. Monthly progress reports – delivered via e-mail
3. Regular conference meeting minutes
4. Monthly invoices for ENGINEER's services

## **D. DESIGN PHASE**

### **Task 2: Survey Services**

**Objective:** Includes providing surveying services to create base mapping for right-of-way areas only within the areas described in Exhibit B. This survey will be used as the basis of the project design drawings.

#### ***Approach:***

SURVEYOR will provide project control, planimetric and available existing property ties, and will utilize field-acquired topographic data for the project site design survey. Survey will capture all ground features within the project site to provide adequate data for full drawings. Survey will include establishing field ties to existing right-of-way survey monumentation and mapping control.

Task items will include:

- SURVEYOR will create a modified state plane ground coordinate system referenced to existing geodetic control. Project control in the form of six rebars with aluminum caps will be established encompassing the identified project site, two at each site. Control monuments will be placed outside of the apparent construction zone. SURVEYOR will adjust the coordinates based on a solution provided by NGS using OPUS, with coordinates to be in New Mexico State Plane, West Zone, Ground Modified, NAD 83, NAVD 88. A certified control report will be provided for CONTRACTOR or OWNER use.
- SURVEYOR will obtain a plat of record from Sierra County Assessor's Office. The plat will then be used to search for boundary monuments. A sufficient amount of evidence will be collected within this subdivision in order to determine the boundary lines along the alleyway (and right-of-way intersecting streets) between North Broadway Street and Austin Street, spanning from South Pershing Street on the east end to McElroy Avenue on the west end. Property boundaries will not be determined for Areas #1 and #2 as shown on Exhibit B. Development of boundary plats, right-of-way mapping and/or easement descriptions is excluded from this scope of work.
- NM811 design locate request will be submitted prior to field topographic and planimetric survey. Any marks designating underground utilities left by utility owners will be picked up during the field survey.
- SURVEYOR will complete a topographic and planimetric field survey of the areas defined on Exhibit B. Key features to be included will be any building footprints and overhangs (including height), fences, walls, road details, visible utility features, marked utility lines, trees, apparent property corners, flow lines, general ground elevation shots.
- Downloading and processing survey data for overlay with any existing OWNER mapping data sets will be coordinated.
- A terrestrial LiDAR scan of the sites will be conducted.

#### ***Assumptions:***

1. Any additional OWNER requested work not specifically mentioned above will be completed on a time and materials basis according to SURVEYOR standard fee schedule or a separately negotiated lump sum fee.
2. Establishment of property corner or right-of-way monuments are not included in this scope.

3. Boundary surveying or acquisition of private property rights-of-ways are not included in this scope.
4. Temporary construction easement or construction maintenance easements adjacent to the project area are not included in this scope.

***Deliverables:***

1. Survey Control Report.
2. LiDAR LAS point cloud file
3. An AutoCAD Civil 3D 2018 file of the collected surveying and mapping information will be provided. The scale of the planimetrics will be at a 1"=50' scale. Planimetrics will be three-dimensional.

**Task 3: Title Search Services**

***Objective:*** Provide a service on an as needed basis to search for encumbrances on existing private property deeds, specifically related to utility easements enabling the Owner right of way.

***Approach:***

SURVEYOR will provide subcontract to a private Title Company familiar with Sierra County documentation to assist in defining whether right-of-way exists on private deeds. If the plat of record does not reference an existing easement or dedicated right-of-way in which the existing power line is located, a title search report will be ordered from a local title company for properties abutting the alleyway (as needed). Each report should contain a copy of the vesting document(s) and any appurtenant easements which have been filed at the Sierra County Clerk's Office.

***Assumptions:***

1. This task work will be completed on a time and materials basis only.

***Deliverables:***

1. Individual title search report and related deed information.

**Task 4: Geotechnical Report**

***Objective:*** A geotechnical investigation will be performed and used to evaluate existing soil conditions necessary for steel pole concrete foundation design. The purpose of the geotechnical investigation is to determine each site subsurface conditions and, based upon the conditions encountered, develop geotechnical recommendations for the ENGINEER's design of new structures.

***Approach:*** One test boring will be advanced to a depth of fifteen (15) feet below ground surface (bgs) at each pole location, for a total of five borings. The borings will be used to evaluate the subsurface conditions. The boring will be advanced to the minimum depth outlined unless drilling refusal or unanticipated soil conditions are encountered before the desired boring depth is achieved.

The information obtained from the field exploration and laboratory testing program will be used to evaluate the soil and subsurface conditions at the project site. From these determinations, engineering analyses will be undertaken in order to formulate specific design criteria for the project. The geotechnical report will provide data on the following items:

1. Soil load bearing characteristics; and
2. Structural fill requirements for new structures

3. A brief review of field and laboratory procedures, and the results of testing conducted;
4. A discussion of the general subsurface conditions including saturated soils and possible groundwater conditions;
5. Unsatisfactory soil conditions and recommended remedial measures for drilled pier footing foundation types;
6. Design criteria related to the recommended foundation systems, including allowable bearing pressures, lateral earth pressures, minimum dead loads, seismic site classification, and predicted performance; and
7. Recommended construction procedures and quality control measures related to earthwork fill, subgrade preparation, structural fill and foundations.

**Assumptions:**

The following assumption has been made for this planning phase:

1. Soil borings will require access to be completed in as close proximity to the proposed steel pole locations as possible.

**Deliverables:**

1. Geotechnical Report, PDF digital version.

### **Task 5: 60% Draft Design Plans**

**Objective:** ENGINEER will prepare 60% complete construction drawings in plan and profile format to be displayed on 24" x 36" layout drawings for OWNER review after approval of any concept design basis. The intent of this phase is to incorporate OWNER review comments prior to initiation of final draft details.

#### **Task Work Elements:**

1. Identify limits of project construction and interface points with daily operations during construction; temporary construction staging, and materials storage.
2. Create preliminary outage and isolation plan with circuit interconnect and isolation points.
3. Create preliminary power one-line diagrams with load calculation and conductor sizing.
4. Create preliminary design plan layouts.
5. Create standard wood and steel pole elevations and equipment and materials to be used.
6. Identify all temporary construction boundaries needed and traffic control plans needed during construction to put permanent facilities in place.
7. Prepare technical specifications for all work elements using Construction Specifications Institute (CSI) divisions or OWNER standards.
8. Prepare a preliminary engineer's opinion of probable construction costs (EOPCC) for the proposed improvements.

All design will comply with any applicable OWNER Standards or Details. ENGINEER will consult with OWNER staff and all other affected departments during the design phase in coordination meetings to identify special project needs as the design develops. ENGINEER will complete the design drawings to approximately 60% and submit to OWNER staff for review and comments. ENGINEER will incorporate OWNER 60% review comments and begin preparation of 95% draft review set.

A preliminary opinion of construction cost will be provided with the 60% preliminary draft drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

#### **Assumptions:**

1. The ENGINEER's standard technical specifications, in CSI format will be used as a basis unless OWNER specification standards are available. The Project specifications will be customized to clearly describe the scope of work, material requirements, execution requirements, submittal requirements, testing procedures, measurement, and payment necessary for the bidding and construction of the facilities to be constructed.

#### **Deliverables:**

1. One (1) paper copy of 60% review drawings, specifications, and EOPCC estimate.
2. One (1) flash drive of all files in Adobe PDF format for editing purposes.

### **Task 6: 95% Final Draft and Final Stamped Design Plans**

**Objective:** ENGINEER will prepare 95% construction drawings in plan format to be displayed on 24" x 36" layout drawings for OWNER review. The intent of this task is to incorporate final OWNER review comments prior to finalizing and stamping the construction document set. All remaining associated construction details related to materials and equipment installation will be shown. Final construction phasing and staging details of the installation will be provided, as required to define all remaining work elements.

Final technical specifications for the construction of the project work will also be provided for review with this submittal. ENGINEER will provide all construction contract related documents in Engineers Joint Contract Documents Committee (EJCDC) contract form for basis of contract documents. ENGINEER will compile all contract documents, technical specifications and plans into a construction document set for use in project bidding. ENGINEER will complete the design drawings to approximately 95% and submit to OWNER staff for review and comments. ENGINEER will incorporate 95% review comments and provide a stamped plan set suitable for obtaining bids from licensed contractors within a public bidding process and construction permit acquisition.

A final EOPCC will be provided for final draft construction drawings. The cost estimate will be in bid schedule unit price format with plan quantities and unit costs shown for each work element. Unit costs will be aggregate costs from recent ENGINEER projects for installed prices – all material, equipment, labor, overhead and profit included.

#### **Deliverables:**

1. One (1) flash drive of all files in Adobe PDF format for editing purposes.
2. One (1) paper copy of final stamped contract documents, technical specifications, drawings, and EOPCC. One (1) flash drive with ACAD, Word and Adobe PDF of project files suitable for reproduction or website incorporation for document distribution.

## **E. CONSTRUCTION PHASE SERVICES**

### **Task 7 – Bid Administration**

**Objective:** Provide technical assistance to OWNER to solicit bids for the construction of the Project through a competitive bid process in conformance with current state and local procurement procedures.

**Approach:** ENGINEER will provide the following services throughout the bid phase of the project.

1. Prepare advertisement of Request for Bid to Contractors.
2. Place newspaper advertisement in local paper.
3. Conduct pre-bid meeting at the Project site.
4. All project construction documents distribution will be accomplished using a web portal for bid management called *BHITracker*. All prospective bidders and plan rooms will access

electronic files for their reproduction use at bidder's expense. Website will require bidders to log in for access and will record a plan holders list. All bidder clarification inquiries on construction documents will be recorded and responded accordingly in contract addenda issued through the website. All communication will be managed internally through the website.

5. Attend a Bid Opening at OWNER's office.
6. Provide a certified tabulation of bids and assist OWNER in evaluating the bids.
7. Assist OWNER in verifying contractor compliance with bidding procedures, license requirements, and use of subcontractors.
8. Advise OWNER as to any irregularities in the bidder's bid proposal, if necessary.
9. Prepare a recommendation of award letter to the OWNER for review by OWNER counsel and approval.
10. Prepare a Notice of Award to be issued by the OWNER to the selected CONTRACTOR.
11. Compile as-awarded documents for execution by the contractor and the OWNER.

**Assumptions:**

1. Cost of newspaper advertisement(s) will be paid by OWNER directly.
2. The number of prime construction contracts for the work designed and specified to be advertised for bid is one (1) construction contract.
3. Federal wage rates and contract conditions for construction are required.
4. Services associated with responding to CONTRACTOR protests during the bidding phase, if any, are not included in the scope of work and will be provided on a time and materials basis as necessary as an additional service.

**Deliverables:**

1. Addenda modifications as required
2. Recommendation for award to OWNER staff
3. Notice of Award for execution
4. As-awarded contract documents for execution

**Task 8 – Construction Administration**

**Objective:** Document project compliance with the contract documents, specifications and plans as the work progresses. Provide effective communications and coordination between the OWNER, the ENGINEER and the CONTRACTOR during construction of the Project.

**Approach:** ENGINEER will provide construction administration of the construction contract on behalf of the OWNER to include the following:

1. Provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the ENGINEER'S duties and responsibilities and the limitations of his authority thereunder shall not be modified without the OWNER'S written consent.
2. Be the representative of the OWNER during the construction phase, and advise and consult the OWNER. Instructions to the CONTRACTOR shall be forwarded only through the ENGINEER. The

ENGINEER shall have authority to act on behalf of the OWNER only to the extent provided in the Contract Documents and any amendments thereto.

3. Organize and conduct a pre-construction conference with the key stakeholders, including OWNER operations staff, CONTRACTOR and their subcontractors. The pre-construction meeting will allow all stakeholders in the project to meet and understand how the CONTRACTOR will approach the project and provide a schedule of events. Attendees will be allowed to raise concerns, and protocols will be established. As part of this meeting, attendees will provide contact information that will be copied and provided to all stakeholders. Meeting minutes will be documented and distributed.
4. Create an online project management documentation system to develop store, maintain, and update all pertinent project information during construction and commissioning. The ENGINEER will host a web portal for construction management under *BHITracker*. This web portal will track Requests for Information (RFIs), Design Revisions, Submittals/Shop Drawings, Pay Requests, Change Orders and Field Reports. Field reports will be generated weekly based on daily inspection reports of the Resident Project Representative. All key personnel and agencies will be provided access to the website using a user name and password. Once access is established, *BHITracker* will allow the user access to the documentation so that they have the latest information available to them at all times. ENGINEER'S assigned "gatekeeper" will monitor and facilitate the flow of information and maintain the website. Email notifications will keep each party responsible aware if they have any outstanding items pending. The web portal will automatically log all information in summary format, which will be used during construction progress meetings.
5. Make bi-monthly (twice per month) visits to the site or at such other times as appropriate during the progress of the Work, for the purposes of notifying the OWNER on the progress and condition of the Work and to adequately represent the OWNER. On the basis of on-site observations, the ENGINEER will endeavor to guard the OWNER against defects and deficiencies in the construction. ENGINEER will determine if any portion of the Work varies from the requirements of the Contract Documents, and immediately notify the CONTRACTOR and the OWNER of the nature of the work required to correct such non-compliance.
6. Render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the OWNER or the CONTRACTOR, and provide written decisions within a reasonable time on all claims, disputes, and other matters in question between the OWNER and the CONTRACTOR relating to the execution or progress of the Work or the interpretation of the Contract Documents.
7. Review the CONTRACTOR'S submittals, such as shop drawings, product data, and samples, for the conformance with the information given in the Contract Documents.
8. Review and determine the acceptability of any and all schedules that CONTRACTOR is required to submit to ENGINEER, including the Work Progress Schedules, Schedule of Submittals, and Schedule of Values.
9. Determine, certify, and make recommendations to the OWNER for payment of the amounts owed to the CONTRACTOR subject to the OWNER'S approval, based on observations at the site and on

**Bohannon  Huston**

evaluations of the CONTRACTOR'S Applications for Payment.

10. Prepare all Change Orders, as necessary, as defined in the Conditions of the Contract for Construction.
11. Continuously monitor overall project funding including change orders, bid alternates additional work directives, and funding contingencies. Provide written updates on the overall project budget and "estimates to finish" at monthly.
12. Conduct observations to determine the Dates of Substantial Completion and Final Completion. The ENGINEER will obtain and forward to the OWNER for the OWNER'S review all closeout documents including written warranties, occupancy certificates, maintenance and operating instructions, schedules, guarantees, bonds, evidence of insurance required by the Contract Documents, and other related documents required by the Contract Documents and assembled by the CONTRACTOR.

**Assumptions:**

1. The Construction Phase will commence with the execution of the Contract for Construction and end with the final payment to the CONTRACTOR.
2. The extent of the duties, responsibilities, and limitations of authority of the ENGINEER as the OWNER'S representative during construction shall not be modified or extended without written consent of the OWNER and the ENGINEER.
3. The ENGINEER shall have access at all times to the project work site, whether it is in a preparation or progress stage.
4. The ENGINEER shall have authority to reject any work which does not conform to the Contract Documents. Where rejected work is not promptly corrected, the ENGINEER shall recommend to the OWNER that all project work shall stop. Whenever, in the ENGINEER'S professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the ENGINEER will have authority to require special inspection or testing of all project work in accordance with the provisions of the Contract Documents.

**Deliverables:**

1. Pre-construction conference meeting agenda and minutes
2. Certification of CONTRACTOR pay requests and change orders.
3. Executed Substantial Completion document.
4. Executed Final Completion Document.
5. One (1) CD of a final Windows file tree from *BHTracker*, including a log of all submittals, notations, RFI's, interpretations of documents, and field directives.

**Task 9: Record Drawings and GIS Database Update**

**Objective:** To prepare permanent records of the Project upon completion.

**Approach:** The ENGINEER will provide the following services to prepare the records for the project:

1. Ensure the CONTRACTOR maintains an up-to-date set of project construction drawings as the project work progresses until final completion.
2. Using the CONTRACTOR field mark-ups, the ENGINEER shall modify the original reproducible drawings, delineating recorded built conditions of the project work showing all changes from the as-advertised drawing stage.
3. CONTRACTOR shall be required as part of their contract to conduct a final survey of all poles, guy wires and other pertinent ground features at project completion to create a point database that will be used to create an ArcGIS file to overlay on the OWNER GIS database.

**Assumptions:**

1. OWNER will integrate GIS data accordingly withing in-house GIS software.

**Deliverables:**

1. One (1) paper copy of record drawings.
2. One (1) flash drive of record drawings in Adobe PDF format.
3. One (1) ArcGIS map database with all pertinent shapefiles for all recorded features.

**F. TASK SERVICE FEES**

Compensation for services of ENGINEER (including direct costs, markups and cost of subcontracted services) will be as outlined below. All amounts shown are exclusive of New Mexico Gross Receipts Tax.

Invoicing will be based on percent complete of task or cumulative completion of subtasks associated with the work under the task. All amounts shown below are lump sum (LS) except tasks indicated to be time and materials not-to-exceed (T&M NTE). Lump sum amounts shown include all direct costs, markups, and cost of subcontracted services associated with the task. Changes to these amounts will only be accomplished by written amendment to this scope and approved by the OWNER.

**OVERALL PROJECT MANAGEMENT:**

<b>Task</b>	<b>Description</b>	<b>Type</b>	<b>Fee Amount</b>
1	Project Communication and Management	Lump Sum	\$6,000

***Overall Project Management Subtotal:*** **\$6,000**

**DESIGN PHASE:**

<b>Task</b>	<b>Description</b>	<b>Type</b>	<b>Fee Amount</b>
2	Survey Services	Lump Sum	\$14,700
3	Title Search Services	T&M NTE	\$5,000
4	Geotechnical Services	Lump Sum	\$5,500
5	60% Preliminary Draft Design	Lump Sum	\$41,300
6	95% Final Draft and Final Design	Lump Sum	\$23,000

***Design Phase Services Subtotal:*** **\$89,500**

**CONSTRUCTION PHASE:**

<b>Task</b>	<b>Description</b>	<b>Type</b>	<b>Fee Amount</b>
7	Bid Administration	Lump Sum	\$5,500
8	Construction Administration	Lump Sum	\$17,250
9	Record Drawings and GIS Database Update	Lump Sum	\$3,500

***Construction Phase Services Subtotal:*** **\$26,250**

***TOTAL PROJECT FEE (Exclusive of NMGRT)*** **\$121,750**  
***(Including Project Management, Design, and Construction Phases)***

## **G. PROJECT SCHEDULE**

1. Complete supplemental design survey 6 weeks after OWNER issued Notice to Proceed or signed contract.
2. Complete 60% draft construction documents within 8 weeks of design survey completion.
3. Complete 95% draft construction documents within 6 weeks of 60% draft review comments.
4. Complete final stamped construction documents within 4 weeks of 95% draft review comments.

EXHIBIT B - AREA #1

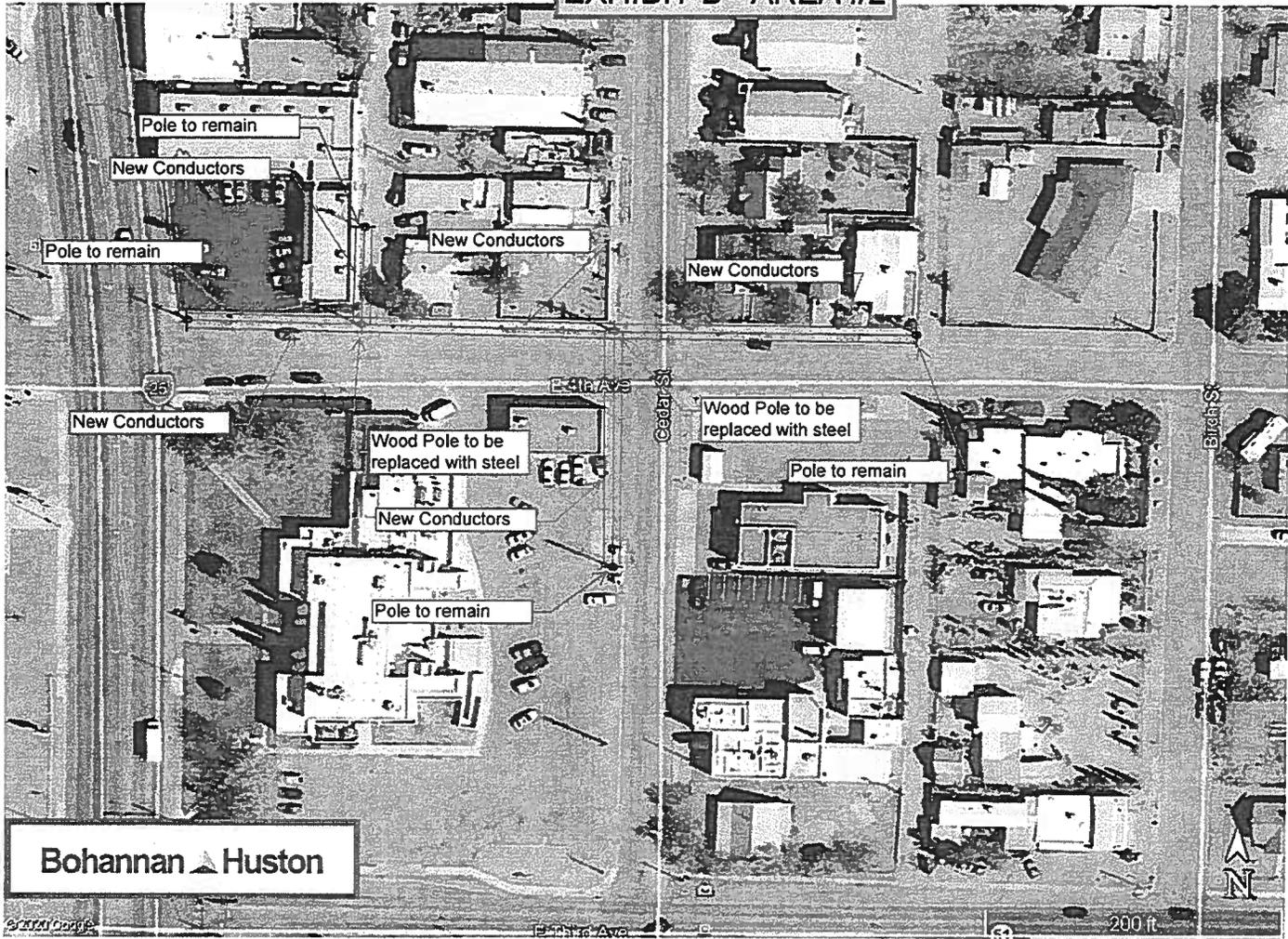


Bohannon & Huston

© 2009 Google

200 ft

EXHIBIT B - AREA #2



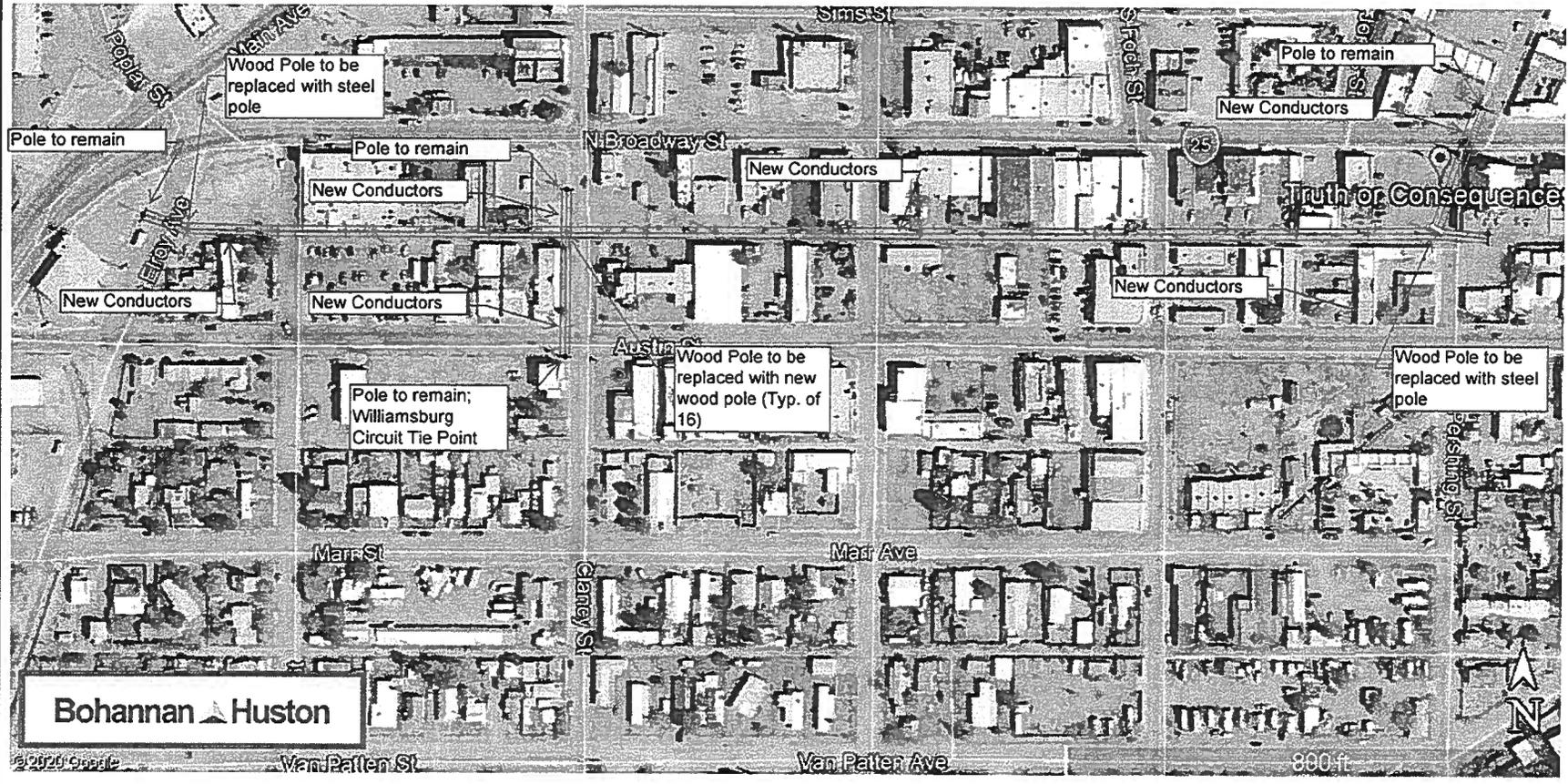
Bohannon Huston

© 2011 Google

25th Ave

200 ft

EXHIBIT B - AREA #3





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: I.3

**SUBJECT:** Budget Information to Commission  
**DEPARTMENT:** Finance Department  
**DATE SUBMITTED:** February 1, 2022  
**SUBMITTED BY:** Carol Kirkpatrick, Finance Director  
**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:** Present revenue and expenditure reports from July through December.

**Recommendation:**

None

**Attachments:**

- Budget Presentation

**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. .

Continued To: . Referred To: .

Approved  Denied  Other: .

File Name: CC Agendas 2-09-2022

**Budget Information Agenda**  
**Presented by: Carol Kirkpatrick, Finance Director**  
**February 9, 2022**

Welcome to the second part of budgeting information for the City of Truth or Consequences!

The information below and the attachments focus on our main funds: General and Enterprise. However, we have many other funding sources that we will share with you at another time. Please feel free to ask me any questions that you may have.

## **GENERAL FUND**

**Attachment A:***General Funds "Major" Revenue Sources History*  
*Comparison of Budget to Actual Revenues Mid Year (July 1 to December 31) - Where are we now?*

- A "Major" revenue source is one that the City receives in the General Fund annually and utilizes to cover annual expenditures. A
- \* "Non-Major" source would be those revenues received for specific grants or projects on an occasional basis and have been removed from this report for comparison purposes
  
  - \* This report is designed to tell us "Where are we now compared to prior years?" "Have we received the revenue that we budgeted for?" "How do current trends predict the rest of the years revenue receipts?"

**Attachment B:***General Fund Revenue History*  
*Comparison of the Prior Years Actual Revenue Received to the Current Years Budgeted Revenue*

- \* This report is designed to compare all of the actual revenues received in prior years to the current years budgeted revenues
  
- \* This report also provides details of various revenues received that are not self-explanatory

**Attachment C:***General Fund Expenditure History*

- \* The General Fund supports multiple departments that do not generate revenues (Maintenance, Finance, City Manager, etc.)
  
- \* This report is sorted by Department Number and includes Personnel Expenses, Operating Expenses, and Capital Outlay Expenses for each department, if applicable

- \* This report compares the actual expenses from multiple years to the budgeted and mid year expenses for the current year
- \* The numbers in red are for the current fiscal year and reflect actual expenditures as of 12/31/21, the balance remaining, and the percent of the budget remaining

## **ENTERPRISE FUNDS**

**Attachment D:** *Enterprise Funds Revenue History  
Comparison of Budget to Actual Mid Year (July 1 to December 31) - Where are we now?*

- \* This report is designed to tell us "Where are we now compared to prior years?" "Have we received the revenue that we budgeted for?" "How do current trends predict the rest of the years revenue receipts?"

**Attachment E:** *Enterprise Funds Revenue History  
Comparison of Prior Years Actual Revenue Receipts to Current Year Budgeted Revenue*

- \* This report is designed to compare all of the actual revenues received in prior years to the current years budgeted revenues

**Attachment F:** *Enterprise Funds Expenditure History*

- \* This report is sorted by Fund Number and includes Personnel Expenses, Operating Expenses, and Capital Outlay Expenses for each department, if applicable
- \* This report compares the actual expenses from multiple years to the budgeted and mid year expenses for the current year
- \* The numbers in red are for the current fiscal year and reflect actual expenditures as of 12/31/21, the balance remaining, and the percent of the budget remaining

## **CASH BALANCES ALL FUNDS**

**Attachment G:** Cash Report

- \* This report reflects the actual beginning cash balance on 7/1/2021 and the ending cash balance as of 12/31/21
- \* The report is broken out by types of funds (General Fund, Capital Improvement Funds, Enterprise Funds, etc.)

\* Currently, most all operating and investment accounts are with First Savings Bank

\* We also have some investments with the New Mexico Local Government Investment Pool

# ATTACHMENT A

**GENERAL FUND  
MAJOR REVENUE SOURCES HISTORY  
COMPARISON OF BUDGET TO ACTUAL  
MID-YEAR (JULY 1 TO DECEMBER 31)**

Where Are We Now?



	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Comparison
	2019-20	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22	2021 to 2020
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% Received	Dec 31
MAJOR REVENUE SOURCE	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% Received	Positive = Above PY Negative (Below PY)
<b>Municipal Taxes</b>								
Franchise Tax	\$ 50,300	\$ 14,259	\$ 53,000	\$ 12,889	\$ 53,000	\$ 16,637	31.39%	\$ 3,748
Gross Receipts - Hospital	\$ 267,000	\$ 112,237	\$ 265,000	\$ 134,029	\$ 265,000	\$ 147,218	55.55%	\$ 13,189
1/8% Infrastructure	\$ 178,000	\$ 74,843	\$ 177,000	\$ 89,363	\$ 177,000	\$ 98,689	55.76%	\$ 9,326
Gross Receipts (3/4%)	\$ 1,145,000	\$ 486,364	\$ 1,151,336	\$ 580,795	\$ 1,128,500	\$ 637,945	56.53%	\$ 57,150
HB-6 Tax Revenue	\$ 59,434	\$ 17,830	\$ 130,734	\$ 59,433	\$ 23,734	\$ 23,773	100.16%	\$ (35,660)
Property Tax - Current Year	\$ 163,800	\$ 73,688	\$ 171,000	\$ 79,550	\$ 178,000	\$ 8,975	5.04%	\$ (70,575)
Property Tax -Prior Year	\$ 10,700	\$ 5,220	\$ 10,700	\$ 10,597	\$ 13,600	\$ 2,410	17.72%	\$ (8,187)
<b>SUB TOTAL</b>	<b>\$ 1,874,234</b>	<b>\$ 784,441</b>	<b>\$ 1,958,770</b>	<b>\$ 966,656</b>	<b>\$ 1,838,834</b>	<b>\$ 935,647</b>	<b>50.88%</b>	<b>\$ (31,009)</b>
<b>State Shared Taxes</b>								
Gross Receipts Tax 1.225%	\$ 1,783,000	\$ 750,302	\$ 1,747,000	\$ 894,427	\$ 1,763,000	\$ 978,391	55.50%	\$ 83,964
Auto License Dist. 40%	\$ 22,000	\$ 11,845	\$ 22,000	\$ 12,432	\$ 22,000	\$ 11,942	54.28%	\$ (490)
<b>SUB TOTAL</b>	<b>\$ 1,805,000</b>	<b>\$ 762,147</b>	<b>\$ 1,769,000</b>	<b>\$ 906,859</b>	<b>\$ 1,785,000</b>	<b>\$ 990,333</b>	<b>55.48%</b>	<b>\$ 83,474</b>
<b>Licenses and Permits</b>								
Animal Licenses	\$ 1,200	\$ 624	\$ 1,500	\$ 562	\$ 1,500	\$ 679	45.27%	\$ 117
Business Lic/Reg	\$ 17,465	\$ 6,300	\$ 18,000	\$ 6,970	\$ 18,000	\$ 6,265	34.81%	\$ (705)
Liquor Licenses	\$ 4,400	\$ 275	\$ 4,000	\$ 250	\$ 4,000	\$ -	0.00%	\$ (250)
Other Licenses & Permits	\$ 2,380	\$ 1,345	\$ 3,000	\$ 1,257	\$ 3,000	\$ 2,030	67.67%	\$ 773
<b>SUB TOTAL</b>	<b>\$ 25,445</b>	<b>\$ 8,544</b>	<b>\$ 26,500</b>	<b>\$ 9,039</b>	<b>\$ 26,500</b>	<b>\$ 8,974</b>	<b>33.86%</b>	<b>\$ (65)</b>
<b>Charges for Services</b>								
Animal Pound Fees	\$ 63,000	\$ 37,021	\$ 105,708	\$ 34,280	\$ 63,708	\$ 39,479	61.97%	\$ 5,199
Printing and Copying	\$ 1,500	\$ 864	\$ 2,000	\$ 549	\$ 2,000	\$ 765	38.25%	\$ 216
Rent of Public Facilities	\$ 55,418	\$ 32,519	\$ 60,000	\$ 24,862	\$ 70,000	\$ 40,139	57.34%	\$ 15,277
Other Charges for Services	\$ 7,620	\$ 7,053	\$ 8,000	\$ 6,227	\$ 8,000	\$ 5,585	69.81%	\$ (642)
<b>SUB TOTAL</b>	<b>\$ 127,538</b>	<b>\$ 77,457</b>	<b>\$ 175,708</b>	<b>\$ 65,918</b>	<b>\$ 143,708</b>	<b>\$ 85,968</b>	<b>59.82%</b>	<b>\$ 20,050</b>
<b>Fines and Forfeits</b>								
Court Fines	\$ 6,000	\$ 3,078	\$ 6,000	\$ 1,417	\$ 3,000	\$ 2,613	87.10%	\$ 1,196
Other/Donations	\$ -	\$ -	\$ -	\$ -	\$ 5,382	\$ 5,382	100.00%	\$ 5,382
<b>SUB TOTAL</b>	<b>\$ 6,000</b>	<b>\$ 3,078</b>	<b>\$ 6,000</b>	<b>\$ 1,417</b>	<b>\$ 8,382</b>	<b>\$ 7,995</b>	<b>95.38%</b>	<b>\$ 6,578</b>

JULY TO DECEMBER

	Fiscal Year	Fiscal Year	Comparison						
	2019-20	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22	2021 to 2020	
		12/31/2019		12/31/2020		12/31/2021	12/31/2021	Dec 31	
MAJOR REVENUE SOURCE	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% Received	Positive = Above PY	
<b>Miscellaneous Rev</b>									
Williamsburg - PD	\$ 10,000	\$ 2,500	\$ 20,000	\$ 2,500	\$ 10,000	\$ 5,000	50.00%	\$ 2,500	
Communications Lease	\$ 32,000	\$ -	\$ 30,000	\$ -	\$ 4,000	\$ -	0.00%	\$ -	
								\$ -	
<b>SUB TOTAL</b>	<b>\$ 42,000</b>	<b>\$ 2,500</b>	<b>\$ 50,000</b>	<b>\$ 2,500</b>	<b>\$ 14,000</b>	<b>\$ 5,000</b>	<b>35.71%</b>	<b>\$ 2,500</b>	
<b>Inter-Governmental Grants</b>									
State									
NM Beautification	\$ 60,842	\$ 12,182	\$ 48,660	\$ 48,660	\$ 5,041	\$ -	0.00%	\$ (48,660)	Based on Award
Small Cities Assistance	\$ 474,203	\$ -	\$ 300,000	\$ -	\$ 200,000	\$ -	0.00%	\$ -	
MainStreet Grant	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	
Lodgers Tax Adm. Fee	\$ 15,000	\$ -	\$ 15,000	\$ -	\$ 15,000	\$ -	0.00%	\$ -	
								\$ -	
<b>SUB TOTAL</b>	<b>\$ 575,045</b>	<b>\$ 12,182</b>	<b>\$ 363,660</b>	<b>\$ 48,660</b>	<b>\$ 220,041</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ (48,660)</b>	
								\$ -	
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$ 4,455,262</b>	<b>\$ 1,650,349</b>	<b>\$ 4,349,638</b>	<b>\$ 2,001,049</b>	<b>\$ 4,036,465</b>	<b>\$ 2,033,917</b>	<b>50.39%</b>	<b>\$ 32,868</b>	Total Difference
<b>% OF BUDGETED REVENUES RECEIVED</b>		<b>37.04%</b>		<b>46.00%</b>		<b>50.39%</b>			

# ATTACHMENT B

GENERAL FUND						
REVENUE HISTORY						
COMPARISON OF PRIOR YEARS ACTUAL REVENUE RECEIPTS TO CURRENT YEARS BUDGETED REVENUE						
	Fiscal Year	Fiscal Year				
	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22
						12/31/2021
	Actual	Actual	Actual	Actual	Budgeted	Actual
<b>Municipal Taxes</b>						
Franchise Tax	\$ 50,357	\$ 48,947	\$ 46,555	\$ 44,032	\$ 53,000	\$ 16,637
Gross Receipts - Hospital	\$ 201,237	\$ 258,319	\$ 265,693	\$ 271,120	\$ 265,000	\$ 147,218
1/8% Infrastructure	\$ 145,798	\$ 172,350	\$ 177,180	\$ 180,811	\$ 177,000	\$ 98,689
Gross Receipts (3/4%)	\$ 869,498	\$ 1,127,419	\$ 1,151,336	\$ 1,174,853	\$ 1,128,500	\$ 637,945
HB-6 Tax Revenue			\$ 59,434	\$ 130,753	\$ 23,734	\$ 23,773
1/4% MGRT (POLICE)	\$ 268,315	\$ 336,390	\$ 354,257	\$ -	\$ -	\$ -
Property Tax - Current Year	\$ 160,836	\$ 166,158	\$ 171,445	\$ 181,391	\$ 178,000	\$ 8,975
Property Tax -Prior Year	\$ 20,734	\$ 10,598	\$ 10,887	\$ 15,715	\$ 13,600	\$ 2,410
<b>SUB TOTAL</b>	<b>\$ 1,716,775</b>	<b>\$ 2,120,181</b>	<b>\$ 2,236,787</b>	<b>\$ 1,998,675</b>	<b>\$ 1,838,834</b>	<b>\$ 935,647</b>
<b>State Shared Taxes</b>						
Gross Receipts Tax 1.225	\$ 1,342,077	\$ 1,704,045	\$ 1,763,221	\$ 1,808,197	\$ 1,763,000	\$ 978,391
Auto License Dist. 40%	\$ 18,132	\$ 24,585	\$ 22,382	\$ 24,994	\$ 22,000	\$ 11,942
<b>SUB TOTAL</b>	<b>\$ 1,360,209</b>	<b>\$ 1,728,630</b>	<b>\$ 1,785,603</b>	<b>\$ 1,833,191</b>	<b>\$ 1,785,000</b>	<b>\$ 990,333</b>
<b>Licenses and Permits</b>						
Animal Licenses	\$ 4,308	\$ 2,647	\$ 1,315	\$ 1,447	\$ 1,500	\$ 679
Building Permits	\$ 5,106	\$ 150	\$ -	\$ -	\$ -	\$ -
Business Lic/Reg	\$ 18,535	\$ 17,155	\$ 17,640	\$ 17,410	\$ 18,000	\$ 6,265
Liquor Licenses	\$ 3,400	\$ 4,850	\$ 3,525	\$ 3,750	\$ 4,000	\$ -
Other Licenses & Permits	\$ 1,863	\$ 2,338	\$ 2,480	\$ 3,202	\$ 3,000	\$ 2,030
<b>SUB TOTAL</b>	<b>\$ 33,212</b>	<b>\$ 27,140</b>	<b>\$ 24,960</b>	<b>\$ 25,809</b>	<b>\$ 26,500</b>	<b>\$ 8,974</b>
<b>Charges for Services</b>						
Animal Pound Fees	\$ 2,881	\$ 16,153	\$ 68,955	\$ 68,190	\$ 63,708	\$ 39,479

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021
	Actual	Actual	Actual	Actual	Budgeted	Actual
Printing and Copying	\$ 971	\$ 759	\$ 1,532	\$ 994	\$ 2,000	\$ 765
Rent of Public Facilities	\$ 38,327	\$ 41,180	\$ 54,319	\$ 69,533	\$ 70,000	\$ 40,139
Other Charges for Services	\$ 85	\$ 5,870	\$ 7,695	\$ 6,954	\$ 8,000	\$ 5,585
<b>SUB TOTAL</b>	<b>\$ 42,264</b>	<b>\$ 63,962</b>	<b>\$ 132,501</b>	<b>\$ 145,671</b>	<b>\$ 143,708</b>	<b>\$ 85,968</b>
<b>Fines and Forfeits</b>						
AOC/JID Computer System	\$ 13,259	\$ 8,410	\$ 8,251	\$ 8,172	\$ 12,500	\$ 18,054
Court Fines	\$ 10,674	\$ 9,441	\$ 5,382	\$ 3,771	\$ 3,000	\$ 2,613
Other/Donations			\$ -		\$ 5,382	\$ 5,382
<b>SUB TOTAL</b>	<b>\$ 23,933</b>	<b>\$ 17,851</b>	<b>\$ 13,633</b>	<b>\$ 11,943</b>	<b>\$ 20,882</b>	<b>\$ 26,049</b>
<b>Miscellaneous Rev</b>						
Federal Grants/Loans		\$ 19,500		\$ 37,700	\$ -	\$ -
Williamsburg - PD	\$ 20,000	\$ 20,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 5,000
School Resource Officer	\$ 30,000	\$ -	\$ -		\$ -	\$ -
Investment Income	\$ 695	\$ 948	\$ 931	\$ 631	\$ 800	\$ 678
NMSTO Investment Income	\$ 763	\$ 2,232	\$ 1,728	\$ 155	\$ -	\$ 33
Surplus Auction Proceeds	\$ 22,065	\$ 2,706			\$ -	\$ -
Vending/Concession Proceeds	\$ 20				\$ -	\$ -
Miscellaneous Revenue	\$ 72,910	\$ 51,437	\$ 1,935	\$ 1,873	\$ 21,500	\$ 926
Communications Lease	\$ 2,000	\$ 2,000	\$ 31,600	\$ 2,100	\$ 4,000	\$ -
Property Sales			\$ 36,013	\$ 26,000	\$ -	\$ -
Insurance Recovery			\$ 5,023		\$ -	\$ -
<b>SUB TOTAL</b>	<b>\$ 148,453</b>	<b>\$ 98,823</b>	<b>\$ 87,230</b>	<b>\$ 78,459</b>	<b>\$ 36,300</b>	<b>\$ 6,637</b>
<b>Inter-Governmental Grants</b>						
<b>State</b>						
NM Beautification	\$ 499	\$ 14,963	\$ 12,182	\$ 48,660	\$ 5,041	\$ -
JJAC Grant	\$ 80,058	\$ 54,073	\$ 57,857	\$ 6,682	\$ -	\$ -

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021
	Actual	Actual	Actual	Actual	Budgeted	Actual
OBD/DWI SATURATION	\$ 1,327	\$ 5,693	\$ 6,290	\$ 4,579	\$ 13,000	\$ 2,867
Small Cities Assistance	\$ 131,704	\$ 390,276	\$ 474,203	\$ 206,444	\$ 200,000	\$ -
JAF Grant	\$ 11,705	\$ 3,900	\$ 4,926	\$ 7,192	\$ 10,000	\$ 3,811
MainStreet Grant	\$ -	\$ -	\$ 25,000		\$ -	\$ -
Lodgers Tax Adm. Fee	\$ 15,038	\$ 15,038	\$ 15,000	\$ 15,000	\$ 15,000	\$ -
<b>SUB TOTAL</b>	<b>\$ 240,331</b>	<b>\$ 483,943</b>	<b>\$ 595,458</b>	<b>\$ 288,557</b>	<b>\$ 243,041</b>	<b>\$ 6,678</b>
<b>GRAND TOTAL REVENUES</b>	<b>\$ 3,565,177</b>	<b>\$ 4,540,530</b>	<b>\$ 4,876,172</b>	<b>\$ 4,382,305</b>	<b>\$ 4,094,265</b>	<b>\$ 2,060,286</b>
<b>Details of Various Revenues</b>						
<b>Donations</b>						
Rotary Club for Parks Signs						\$ 382
Private Donor for City Use						\$ 5,000
						\$ 5,382
<b>Miscellaneous Revenue</b>						
Auction 3/26/18	\$ 4,074					
Donation Felts Field Project		\$ 10,000.00				
IRS Refund 2016 2 Qtr	\$ 21,868					
Lien, Ruston	\$ 4,270					
Lien-Chavez	\$ 2,018					
Misc-Other	851	\$ 2,234.00				
NM Self Insurers Refund Workers' Com		\$ 24,395.00				
Reimb Fogger Machine	\$ 11,829					
Reimb Vector Training	\$ 2,000					
Sale of 613 Gold St		\$ 12,501.00				
TDS Refund		\$ 1,520.00				
Turner Enterprises, Inc	\$ 26,000					

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021
	Actual	Actual	Actual	Actual	Budgeted	Actual
Windstream Refund		\$ 787.00				
	\$ 72,910	\$ 51,437.00				
<b>Federal Grants/Loans</b>						
USDA Reimb for Kabolta Tractor		\$ 19,500				
USDA Equipment Grant - Parks				\$ 37,700		
<b>Animal Pound Fees</b>						
Other Adoption and Fees		\$ 16,153	\$ 19,404	\$ 13,470		\$ 10,760
Elephant Butte Dispatch			\$ 3,050	\$ 3,600		\$ 2,050
Elephant Butte Monthly Fees (1,100/mo)			\$ 12,100	\$ 13,200		\$ 6,600
Sierra County Dispatch			\$ 1,100	\$ 1,920		\$ 2,070
Sierra County Monthly (3,000/mo)			\$ 33,300	\$ 36,000		\$ 18,000
		\$ 16,153	\$ 68,954	\$ 68,190		\$ 39,480
<b>Rent of Public Facilities</b>						
Affordable Solar			\$ 2,500	\$ 2,500		\$ -
American Tower Annual Rent	\$ 8,398	\$ 8,517		\$ -		\$ 8,745
American Tower/ Verizon Wireless \$1700/mo	\$ 7,261	\$ 6,388	\$ 10,038	\$ 3,525		\$ 10,200
AT&T Tower Rent (456.25/mo)	\$ 4,761	\$ 4,761	\$ 4,761	\$ 5,693		\$ 2,281
AT&T Gravity Pad				\$ 4,500		\$ 3,000
KOB TV Translator			\$ 500			
Misc Rent Combined?			\$ 9,658			
NM Spaceport Authority (\$300/mo)	\$ 3,600	\$ 3,600	\$ 3,300	\$ 4,200		\$ 1,800
Ramar Communication			\$ 500	\$ 500		
Sun Financial	\$ 2,500	\$ -		\$ 2,500		

	Fiscal Year 2017-18	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021
	Actual	Actual	Actual	Actual	Budgeted	Actual
Sun State Tower (950/mo)	\$ 1,000	\$ 3,850	\$ 11,400	\$ 11,400		\$ 5,700
Verizon				\$ 12,938		
Verizon Yearly Rent				\$ 8,745		
Workforce Solutions (\$900 July & Aug, \$1000 / mo after)	\$ 5,900	\$ 8,800	\$ 9,400	\$ 10,600		\$ 5,800
Facilities	\$ 4,907	\$ 5,265	\$ 2,262	\$ 2,432		\$ 2,613
	<u>\$ 38,327</u>	<u>\$ 41,181</u>	<u>\$ 54,319</u>	<u>\$ 69,533</u>		<u>\$ 40,139</u>
<b>Other Charges for Services</b>						
Fingerprinting						\$ 957
Vector Control						\$ 4,629
						<u>\$ 5,586</u>
<b>Property Sales</b>						
808 Maple			\$ 13,013			
307 Main St- Beuhler			\$ 23,000			
Lots 17- 22 Blk 27 Hot Springs Depalma			<u>\$ 36,013</u>	<u>\$ 26,000</u>		

# ATTACHMENT C

**GENERAL FUND  
EXPENDITURE HISTORY BY DEPARTMENT**



						CURRENT FISCAL YEAR			
		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>1000-GOVERNING BODY</b>									
<b>PERSONNEL EXPENSES</b>									
	ELECTED OFFICIALS	30,600	30,600	30,600	30,100	38,550	13,800	24,750	64.20%
	FICA - REGULAR	1,897	1,897	1,897	1,866	2,390	855	1,535	64.23%
	FICA - MEDICARE	444	444	444	437	559	200	359	64.22%
	WORKER'S COMP. PREMIUMS	122	80	95					
	<b>TOTAL PERSONNEL EXPENSES</b>	<b>33,063</b>	<b>33,021</b>	<b>33,036</b>	<b>32,403</b>	<b>41,499</b>	<b>14,855</b>	<b>26,644</b>	<b>64.20%</b>
<b>OPERATING EXPENSES</b>									
	MILEAGE REIMB.	66	150	398		500	-	500	100.00%
	PER DIEM	120	232	902		-	-	-	0.00%
	EMPLOYEE TRAINING	565	294	640	316	2,000	-	2,000	100.00%
	ATTORNEY FEES	118,613	106,046	31,788	60,117	97,650	51,162	46,488	47.61%
	PROFESSIONAL SERVICES	-	-	-	4,000	-	-	-	0.00%
	PRINTING/PUBLISHING	-	-	-	1,960	-	-	-	0.00%
	SUBSCRIPTIONS AND DUES	-	-	-	7,700	9,112	6,925	2,187	24.00%
	OFFICE SUPPLIES	698	61	252	574	500	57	443	88.60%
	NON-CAPITAL ITEMS	-	-	6,996	-	-	-	-	0.00%
	OTHER SUPPLIES					5,000	776	4,224	84.48%
	OTHER CONTRACT SERVICES	90	-	-		-	-	-	0.00%
	CLAIMS, JUDGEMENTS, & SETTLEMENTS	-				6,670	6,669	1	0.01%
	EMERGENCY FUNDS	-	-	11,815		-	-	-	0.00%
	GRANTS TO SUB-RECIPIENTS	50,585	67,889	73,514	103,860	66,000	16,500	49,500	75.00%
	<b>TOTAL OPERATING EXPENSES</b>	<b>170,737</b>	<b>174,672</b>	<b>126,305</b>	<b>178,527</b>	<b>187,432</b>	<b>82,089</b>	<b>105,343</b>	<b>56.20%</b>
	<b>1000 GOVERNING BODY TOTAL</b>	<b>203,800</b>	<b>207,693</b>	<b>159,341</b>	<b>210,930</b>	<b>228,931</b>	<b>96,944</b>	<b>131,987</b>	<b>57.65%</b>

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
<b>1001-OFFICE OF THE CITY CLERK</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	103,824	86,384	106,848	109,566	131,040	65,412	65,628	50.08%
OVERTIME			606	393	3,000	-	3,000	100.00%
FICA - REGULAR	6,355	5,302	6,609	6,744	8,310	4,000	4,310	51.87%
FICA - MEDICARE	1,486	1,240	1,546	1,577	1,944	935	1,009	51.90%
PERA	9,769	8,197	9,732	10,735	22,173	6,410	15,763	71.09%
HEALTH INSURANCE	5,384	3,628	3,603	4,885	7,126	3,678	3,448	48.39%
RETIREE INSURANCE	2,944	2,913	2,983	3,286	3,931	1,962	1,969	50.09%
UNEMPLOYMENT INS.	-	-	845	-	162	-	162	100.00%
WORKER'S COMP. ASSESSMENT	28	25	23	25	30	13	17	56.67%
WORKER'S COMP. PREMIUMS	482	311	261	2,515	2,515	-	2,515	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>130,273</b>	<b>108,000</b>	<b>133,056</b>	<b>139,726</b>	<b>180,231</b>	<b>82,410</b>	<b>97,821</b>	<b>54.28%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	564	197	786		-	-	-	0.00%
PER DIEM	2,117	1,631	1,746		-	-	-	0.00%
EMPLOYEE TRAINING	1,630	1,335	1,260		-	-	-	0.00%
GAS & OIL	48	56	49		300	-	300	100.00%
RENT OF EQUIPMENT			4,155	3,895	4,000	2,610	1,390	34.75%
PRINTING/PUBLISHING	4,366	3,514	5,764	7,268	16,125	3,082	13,043	80.89%
DUES & SUBSCRIPTIONS	1,915	1,795	552	2,808	2,850	2,798	52	1.82%
TELEPHONE	6,427	5,691	3,343	3,893	5,400	1,669	3,731	69.09%
OFFICE SUPPLIES	2,184	1,750	1,890	2,106	1,903	1,433	470	24.70%
ELECTION SUPPLIES	8,985	12,097	8,490		-	-	-	0.00%
NON-CAPITAL EQUIP. & MACH.	387	-	400		-	-	-	0.00%
MAINTENANCE CONTRACTS	2,949	2,408	3,033	3,099	5,750	450	5,300	92.17%
EQUIPMENT MAINTENANCE	12	-	-		-	-	-	0.00%
PROFESSIONAL SERVICES		2,015	-		-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>31,584</b>	<b>32,489</b>	<b>31,468</b>	<b>23,069</b>	<b>36,328</b>	<b>12,042</b>	<b>24,286</b>	<b>66.85%</b>
<b>1001-OFFICE OF THE CITY CLERK TOTAL</b>	<b>161,857</b>	<b>140,489</b>	<b>164,524</b>	<b>162,795</b>	<b>216,559</b>	<b>94,452</b>	<b>122,107</b>	<b>56.39%</b>

		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>1002-MUNICIPAL COURT</b>									
<b>PERSONNEL EXPENSES</b>									
	ELECTED OFFICAL	41,995	41,995	41,995	41,995	42,000	20,997	21,003	50.01%
	FULL TIME WAGES	65,062	67,678	67,018	84,753	101,213	34,488	66,725	65.93%
	FICA - REGULAR	5,873	6,056	6,103	7,142	8,879	3,124	5,755	64.82%
	FICA - MEDICARE	1,373	1,416	1,427	1,670	2,077	731	1,346	64.81%
	PERA	6,213	5,723	6,224	6,514	13,358	2,956	10,402	77.87%
	HEALTH INSURANCE	49,510	48,173	42,526	46,443	44,599	20,445	24,154	54.16%
	RETIREE INSURANCE	1,877	1,873	1,906	1,994	4,089	905	3,184	77.87%
	UNEMPLOYMENT INS.	-	-	845	-	270	-	270	100.00%
	WORKER'S COMP. ASSESSMENT	28	28	28	32	50	-	50	100.00%
	WORKER'S COMP. PREMIUMS	489	314	336	1,487	3,428	-	3,428	100.00%
	<b>TOTAL PERSONNEL EXPENSES</b>	<b>172,421</b>	<b>173,256</b>	<b>168,408</b>	<b>192,030</b>	<b>219,963</b>	<b>83,646</b>	<b>136,317</b>	<b>61.97%</b>
<b>OPERATING EXPENSES</b>									
	MILEAGE REIMB.	1,836	1,161	393		-	-	-	0.00%
	PER DIEM	2,554	973	777		-	-	-	0.00%
	UNIFORM/LINEN					500	-	500	100.00%
	EMPLOYEE TRAINING	390	190	-		7,500	382	7,118	94.91%
	RENT OF EQUIPMENT	-	-		3,161	-	-	-	#DIV/0!
	ATTORNEY FEES	-	-	-	5,642	13,000	-	13,000	100.00%
	POSTAGE	-		56	230	450	-	450	100.00%
	PRINTING/PUBLISHING	-	141	228	-	250	-	250	100.00%
	DUES & SUBSCRIPTIONS	805	635	710	627	2,500	982	1,518	60.72%
	TELEPHONE	1,128	1,134	1,768	2,268	3,000	1,063	1,937	64.57%
	SOFTWARE LIC/UPDATE	-	-	-	1,200	1,000	-	1,000	100.00%
	OFFICE SUPPLIES	2,191	1,396	5,325	7,499	5,500	872	4,628	84.15%
	EDUCATION SUPPLIES	-		-	-	250	-	250	100.00%
	NON-CAPITAL ITEMS			180	12,236	1,000	-	1,000	100.00%
	PROFESSIONAL SERVICES	-	-		101	2,000	-	2,000	100.00%
	OTHER CONTRACTUAL SERVICES	3,776	16,166	2,821	-	1,500	-	1,500	100.00%
	<b>TOTAL OPERATING EXPENSES</b>	<b>12,680</b>	<b>21,796</b>	<b>12,258</b>	<b>32,964</b>	<b>38,450</b>	<b>3,299</b>	<b>35,151</b>	<b>91.42%</b>

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
<b>CAPITAL OUTLAY</b>								
FURNITURE & FIXTURE	-	366	1,112	-	-	-	-	0.00%
AOC (20-21 MOVED OWN BUDGET)								
<b>TOTAL CAPITAL OUTLAY</b>	<b>-</b>	<b>366</b>	<b>1,112</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>1002-MUNICIPAL COURT TOTAL</b>	<b>185,101</b>	<b>195,418</b>	<b>181,778</b>	<b>224,994</b>	<b>258,413</b>	<b>86,945</b>	<b>171,468</b>	<b>66.35%</b>
<b>1003-CITY MANAGER</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	129,690	171,356	161,201	175,012	204,278	99,231	105,047	51.42%
OVERTIME WAGES		-	-	1,436	2,000	-	2,000	100.00%
FICA - REGULAR	7,808	10,485	10,029	10,820	14,034	6,006	8,028	57.20%
FICA - MEDICARE	1,826	2,452	2,345	2,530	3,282	1,404	1,878	57.22%
PERA	11,910	10,541	22,772	25,874	21,987	9,692	12,295	55.92%
HEALTH INSURANCE	18,283	9,723	5,715	4,873	29,896	11,757	18,139	60.67%
RETIREE INSURANCE	3,609	3,246	4,826	13,027	6,731	2,994	3,737	55.52%
UNEMPLOYMENT INS.		-	563	-	162	-	162	100.00%
WORKER'S COMP. ASSESSMENT	23	16	28	30	30	9	21	70.00%
WORKER'S COMP. PREMIUMS	2,427	1,552	1,877	3,475	5,419	-	5,419	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>175,575</b>	<b>209,371</b>	<b>209,356</b>	<b>237,077</b>	<b>287,819</b>	<b>131,093</b>	<b>156,726</b>	<b>54.45%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	1,240	278	680	-	400	0	400	100.00%
PER DIEM	950	666	5,450	-	-	0	-	0.00%
UNIFORMS	-	-	274	-	-	0	-	0.00%
EMPLOYEE TRAINING	990	1,495	5,902	2,873	8,935	0	8,935	100.00%
GAS & OIL	1,176	1,231	1,861	971	2,000	380	1,620	81.00%
RENT OF EQUIPMENT			3,681	3,230	3,800	1896	1,904	50.11%
PRINTING/PUBLISHING	372	459	-	-	500	0	500	100.00%
DUES & SUBSCRIPTIONS	14,821	9,850	10,172	3,732	1,724	750	974	56.50%
TELEPHONE	11,449	7,393	3,988	6,958	5,000	2309	2,691	53.82%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
SOFTWARE	-	-	-	-	232	232	-	0.00%
OFFICE SUPPLIES	2,046	4,603	7,490	3,278	3,300	2273	1,027	31.12%
NON-CAPITAL EQUIP	-	-	8,292	3,000	541	540	1	0.18%
SAFETY EQUIPMENT	79	159	174	220	-	0	-	0.00%
EQUIPMENT & MACHINERY	4,205	3,739	-	-	-	0	-	0.00%
PROMOTIONAL/ADVERTISING	-	580	360	-	-	0	-	0.00%
MAINT & REPAIRS GROUNDS	-	-	750	1,385	-	0	-	0.00%
VEHICLE MAINTENANCE	267	113	2,100	124	500	0	500	100.00%
PROFESSIONAL SERVICES	-	955	26,611	-	-	0	-	0.00%
OTHER CONTRACTUAL SERVICES	4,401	5,003	-	-	200	197	3	1.50%
NM BEAUTIFICATION GRANT	14,963	22,004	48,660	-	-	-	-	0.00%
GRANT EXPENSES-JJAC	53,566	60,323	43,145	2,897	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>110,526</b>	<b>118,851</b>	<b>169,590</b>	<b>28,668</b>	<b>27,132</b>	<b>8,577</b>	<b>18,555</b>	<b>68.39%</b>
<b>1003-CITY MANAGER TOTAL</b>	<b>286,101</b>	<b>328,222</b>	<b>378,946</b>	<b>265,745</b>	<b>314,951</b>	<b>139,670</b>	<b>175,281</b>	<b>55.65%</b>
<b>1004-FINANCE DEPARTMENT</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	224,713	218,787	254,668	251,182	284,045	133,886	150,159	52.86%
DELAYED COMPENSATION	-	-	-	9,202	-	-	-	0.00%
FICA - REGULAR	13,405	13,052	15,180	15,366	17,611	7,903	9,708	55.12%
FICA - MEDICARE	3,135	3,052	3,550	3,594	4,119	1,848	2,271	55.13%
PERA	20,254	19,511	17,292	17,536	27,836	9,529	18,307	65.77%
HEALTH INSURANCE	34,216	33,342	39,646	52,532	66,176	25,833	40,343	60.96%
RETIREE INSURANCE	6,118	6,383	5,560	5,069	8,521	2,896	5,625	66.01%
UNEMPLOYMENT INS.	-	-	1,754	-	324	-	324	100.00%
WORKER'S COMP. ASSESSMENT	53	53	53	48	60	27	33	55.00%
WORKER'S COMP. PREMIUMS	1,031	707	659	1,550	5,431	-	5,431	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>302,926</b>	<b>294,887</b>	<b>338,362</b>	<b>356,079</b>	<b>414,123</b>	<b>181,922</b>	<b>232,201</b>	<b>56.07%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	1,222	445	175	-	-	-	-	0.00%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
PER DIEM	3,891	974	981	-	-	-	-	0.00%
EMPLOYEE TRAINING/TUITION F	4,663	1,741	5,474	3,088	8,000	1,965	6,035	75.44%
FUEL	31		79	-	-	-	-	0.00%
RENT OF EQUIPMENT			4,299	5,310	6,000	3,333	2,667	44.45%
PRINTING/PUBLISHING	3,007	1,079	1,610	7,123	9,000	3,306	5,694	63.27%
DUES & SUBSCRIPTIONS	9,174	10,985	37,663	220	300	220	80	26.67%
TELEPHONE	8,075	6,955	3,840	4,018	6,000	1,502	4,498	74.97%
SOFTWARE / LIC				10,359	12,166	9,715	2,451	20.15%
OPERATING COSTS				194	-	-	-	0.00%
OFFICE SUPPLIES	4,125	5,090	5,538	6,384	6,235	2,285	3,950	63.35%
NON-CAPITAL ITEMS	-		650	3,264	-	-	-	0.00%
SAFETY EQUIPMENT	2,397	531	3,842	-	-	-	-	0.00%
EQUIPMENT & MACHINERY	3,165	2,922	-	-	-	-	-	0.00%
AUDIT CONTRACT	121,374	137,698	48,544	-	-	-	-	0.00%
OTHER CONTRACTUAL SERVICES	63,098	45,537	59,090	23,868	15,334	3,328	12,006	78.30%
<b>TOTAL OPERATING EXPENSES</b>	<b>224,223</b>	<b>213,957</b>	<b>171,785</b>	<b>63,828</b>	<b>63,035</b>	<b>25,654</b>	<b>37,381</b>	<b>59.30%</b>
<b>1004-FINANCE DEPARTMENT TOTAL</b>	<b>527,149</b>	<b>508,844</b>	<b>510,147</b>	<b>419,907</b>	<b>477,158</b>	<b>207,576</b>	<b>269,582</b>	<b>56.50%</b>
<b>1005-FIRE DEPARTMENT (VOLUNTEER)</b>								
<b>OPERATING EXPENSES</b>								
OTHER CONTRACTUAL SERVICES	42,500	21,500	21,500	21,500	21,500	21,500	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>42,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>-</b>	<b>0.00%</b>
<b>1005-FIRE DEPARTMENT TOTAL</b>	<b>42,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>21,500</b>	<b>-</b>	<b>0.00%</b>

		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>1006 ANIMAL SHELTER (MADE SEPARATE DEPARTMENT 2020-21)</b>									
<b>PERSONNEL EXPENSES</b>									
	FULL TIME WAGES	-			89,645	92,560	48,109	44,451	48.02%
	PART-TIME POSITION	-			-	-		-	0.00%
	OVERTIME WAGES	-			2,701	3,000	1,717	1,283	42.77%
	STANDBY WAGES	-			-	-		-	0.00%
	DELAYED COMPENSATION	-			-	-		-	0.00%
	FICA - REGULAR	-			5,533	5,925	2,905	3,020	50.97%
	FICA - MEDICARE	-			1,294	1,386	679	707	51.01%
	PERA	-			8,441	9,071	4,469	4,602	50.73%
	HEALTH INSURANCE	-			12,619	23,574	11,924	11,650	49.42%
	RETIREE INSURANCE	-			2,626	2,777	1,368	1,409	50.74%
	UNEMPLOYMENT INS.	-			-	162	-	162	100.00%
	WORKER'S COMP. ASSESSMENT	-			28	30	13	17	56.67%
	WORKER'S COMP. PREMIUMS	-			2,116	4,000	-	4,000	100.00%
	<b>TOTAL PERSONNEL EXPENSES</b>	-			<b>125,003</b>	<b>142,485</b>	<b>71,184</b>	<b>71,301</b>	<b>50.04%</b>
<b>OPERATING EXPENSES</b>									
	UNIFORM/LINEN	-			460	1,000	410	590	59.00%
	EMPLOYEE TRAINING	-			485	1,000	0	1,000	100.00%
	PRINTING/PUBLISHING	-			-	-		-	0.00%
	DUES & SUBSCRIPTIONS	-			150	250	150	100	40.00%
	TELEPHONE	-			1,983	1,900	659	1,241	65.32%
	SOFTWARE	-			-	395	0	395	100.00%
	OFFICE SUPPLIES	-			862	2,000	414	1,586	79.30%
	FIELD SUPPLIES	-			11,529	13,245	6151	7,094	53.56%
	NON-CAPITAL FURNITURE	-			683	375	375	-	0.00%
	PROFESSIONAL SERVICES	-			6,979	10,700	4765	5,935	55.47%
	OTHER CONTRACTUAL SERVICES	-			5,529	6,000	3507	2,493	41.55%
	<b>TOTAL OPERATING EXPENSES</b>	-			<b>28,660</b>	<b>36,865</b>	<b>16,431</b>	<b>20,434</b>	<b>55.43%</b>
	<b>1006 ANIMAL SHELTER TOTAL</b>	-			<b>153,663</b>	<b>179,350</b>	<b>87,615</b>	<b>91,735</b>	<b>51.15%</b>

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
<b>1007 POLICE DEPARTMENT</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	630,933	692,830	637,522	696,912	672,984	292,829	380,155	56.49%
PART-TIME POSITION	4,796	12,815	12,844	2,470	-	-	-	0.00%
OVERTIME WAGES	19,458	32,808	67,691	54,059	70,000	41,484	28,516	40.74%
STANDBY WAGES	3,079	9,821	10,356	14,786	13,800	5,181	8,619	62.46%
DELAYED COMPENSATION	-	-	-	-	15,000	1,168	13,832	92.21%
FICA - REGULAR	39,815	45,175	43,936	46,051	47,851	20,484	27,367	57.19%
FICA - MEDICARE	9,312	10,565	10,275	10,770	11,191	4,790	6,401	57.20%
PERA	103,368	119,311	106,850	121,349	122,653	49,491	73,162	59.65%
HEALTH INSURANCE	71,572	86,857	87,430	111,274	97,668	60,039	37,629	38.53%
RETIREE INSURANCE	20,246	24,834	21,512	26,578	24,738	10,011	14,727	59.53%
UNEMPLOYMENT INS.	-	-	4,507	181	756	-	756	100.00%
WORKER'S COMP. ASSESSMENT	136	144	131	128	160	52	108	67.50%
WORKER'S COMP. PREMIUMS	28,002	17,471	14,367	15,453	20,000	-	20,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>930,717</b>	<b>1,052,631</b>	<b>1,017,421</b>	<b>1,100,011</b>	<b>1,096,801</b>	<b>485,529</b>	<b>611,272</b>	<b>55.73%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	-	-	-	-	1,000	-	1,000	100.00%
PER DIEM	2,623	2,920	932	-	-	-	-	0.00%
UNIFORM/LINEN	1,505	2,030	1,593	-	500	164	336	67.20%
EMPLOYEE TRAINING - PD	655	511	1,300	329	-	-	-	0.00%
FUEL	27,938	35,798	32,914	29,752	38,500	18,755	19,745	51.29%
REGULAR BUILDING MAINT	-	456	-	5,844	5,000	-	5,000	100.00%
RENT OF EQUIPMENT	-	-	2,823	3,063	3,200	1,728	1,472	46.00%
PRINTING/PUBLISHING	-	363	183	491	1,000	432	568	56.80%
DUES & SUBSCRIPTIONS	10,963	9,516	11,701	851	800	150	650	81.25%
TELEPHONE	10,041	10,817	12,261	17,471	19,000	8,393	10,607	55.83%
SOFTWARE	-	-	-	20,802	22,800	20,176	2,624	11.51%
OFFICE SUPPLIES	2,102	4,481	2,542	2,456	2,300	846	1,454	63.22%
FIELD SUPPLIES	152	4,550	2,365	2,573	780	736	44	5.64%
NON-CAPITAL FURNITURE	300	798	522	712	-	-	-	0.00%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
SAFETY EQUIPMENT	1,086	1,445	1,041	289	500	220	280	56.00%
EQUIPMENT & MACHINERY	2,706	2,730	372		-	-	-	0.00%
GENERAL LIABILITY INSURANCE	82,032	100,314	118,785	94,674	122,730	2,096	120,634	98.29%
MAINTENANCE VEHICLE	5,952	8,357	4,101	9,043	8,900	6,171	2,729	30.66%
PROFESSIONAL SERVICES	21,601	9,173	2,533	1,943	2,500	591	1,909	76.36%
OTHER CONTRACTUAL SERVICES	151,952	96,537	228,516	169,005	173,592	86,796	86,796	50.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>321,607</b>	<b>290,796</b>	<b>424,484</b>	<b>359,298</b>	<b>403,102</b>	<b>147,254</b>	<b>255,848</b>	<b>63.47%</b>
<b>1007 POLICE DEPARTMENT TOTAL</b>	<b>1,252,323</b>	<b>1,343,427</b>	<b>1,441,905</b>	<b>1,459,309</b>	<b>1,499,903</b>	<b>632,783</b>	<b>867,120</b>	<b>57.81%</b>
<b>1008 CODE ENFORCEMENT / ANIMAL CONTROL</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	143,880	168,841	180,216	109,899	113,103	58,104	54,999	48.63%
OVERTIME WAGES	3,596	8,840	5,307	2,586	4,000	2,866	1,134	28.35%
STANDBY WAGES	6,118	5,487	4,896	5,280	4,000	2,704	1,296	32.40%
DELAYED COMPENSATION	-	-	-	-	-	2,778	(2,778)	0.00%
FICA - REGULAR	9,095	10,883	11,441	7,113	7,261	4,032	3,229	44.47%
FICA - MEDICARE	2,127	2,545	2,676	1,663	1,698	943	755	44.46%
PERA	13,089	13,612	17,157	10,237	10,777	5,530	5,247	48.69%
HEALTH INSURANCE	27,854	30,929	30,361	24,799	12,353	9,228	3,125	25.30%
RETIREE INSURANCE	3,927	4,415	5,257	3,092	3,393	1,665	1,728	50.93%
UNEMPLOYMENT INS.	-	-	679	-	162	-	162	100.00%
WORKER'S COMP. ASSESSMENT	39	51	53	28	34	16	18	52.94%
WORKER'S COMP. (NMSI)	8,540	3,340	7,626	1,918	4,000	-	4,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>218,265</b>	<b>248,943</b>	<b>265,669</b>	<b>166,615</b>	<b>160,781</b>	<b>87,866</b>	<b>72,915</b>	<b>45.35%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	146	-	-	-	-	-	-	0.00%
PER DIEM	522	374	1,021	88	-	-	-	0.00%
UNIFORM/LINEN	1,364	1,849	2,070	676	2,500	192	2,308	92.32%
EMPLOYEE TRAINING	370	735	2,141	323	1,150	492	658	57.22%
GAS & OIL	5,991	5,069	6,453	5,138	9,000	8,004	996	11.07%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
POSTAGE	10,000		-	-	100	-	100	100.00%
PRINTING AND PUBLISHING	49	194	-	-	-	-	-	0.00%
DUES & SUBSCRIPTIONS	35	735	300	35	800	-	800	100.00%
TELEPHONE	1,735	2,430	2,489	2,637	2,750	1,667	1,083	39.38%
OFFICE SUPPLIES	208	1,257	155	313	-	195	(195)	0.00%
FIELD SUPPLIES	-	9,709	9,803	362	1,900	837	1,063	55.95%
NON-CAPITAL FURNITURE	-		2,049	-	-	-	-	0.00%
SAFETY EQUIPMENT	379	1,207	211	74	500	-	500	100.00%
EQUIPMENT AND MACHINERY		430		-	-	-	-	0.00%
MISCELLANEOUS EXP		1,583		-	-	-	-	0.00%
MAINTENANCE VEHICLE	907	563	72	1,303	2,000	55	1,945	97.25%
OTHER CONTRACTUAL SERVICES	122,010	10,749	9,220	-	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>143,716</b>	<b>36,884</b>	<b>35,984</b>	<b>10,949</b>	<b>20,700</b>	<b>11,442</b>	<b>9,258</b>	<b>44.72%</b>
<b>1008 CODE ENFORCEMENT / ANIMAL CONTROL TOTAL</b>	<b>361,981</b>	<b>285,827</b>	<b>301,653</b>	<b>177,564</b>	<b>181,481</b>	<b>99,308</b>	<b>82,173</b>	<b>45.28%</b>
<b>1009 PARKS &amp; RECREATION DEPARTMENT</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	80,685	142,523	139,502	178,053	117,458	54,642	62,816	53.48%
PART TIME WAGES	-		-	1,700	11,440	-	11,440	100.00%
OVERTIME WAGES	1,189	1,456	3,142	2,872	5,000	938	4,062	81.24%
FICA - REGULAR	4,998	8,933	8,746	11,300	8,302	3,410	4,892	58.93%
FICA - MEDICARE	1,169	2,089	2,046	2,643	1,942	797	1,145	58.96%
PERA	5,651	9,107	12,252	15,996	11,511	5,329	6,182	53.71%
HEALTH INSURANCE	5,682	158	8,250	8,724	8,073	3,940	4,133	51.20%
RETIREE INSURANCE	1,685	2,951	3,780	4,880	3,524	1,629	1,895	53.77%
UNEMPLOYMENT INS.		-	960	-	297	-	297	100.00%
WORKER'S COMP. ASSESSMENT	28	51	46	53	50	16	34	68.00%
WORKER'S COMP. (NMSI)	1,833	1,373	2,555	3,390	3,391	-	3,391	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>102,919</b>	<b>168,641</b>	<b>181,279</b>	<b>229,611</b>	<b>170,988</b>	<b>70,701</b>	<b>100,287</b>	<b>58.65%</b>
<b>OPERATING EXPENSES</b>								
UNIFORM/LINEN	-	1,345	-	1,142	2,000	-	2,000	100.00%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
EMPLOYEE TRAINING	100	377	205	399	2,000	457	1,543	77.15%
FUEL	4,354	4,891	5,566	7,497	20,500	5,096	15,404	75.14%
DIESEL FUEL	924	1,345	1,159	-	-	-	-	0.00%
REGULAR BUILDING MAINT.	-	267	4,853	2,257	3,500	-	3,500	100.00%
RENT OF EQUIPMENT		1,048	2,556	13,940	16,700	6,176	10,524	63.02%
PRINTING/PUBLISHING		147	-		-	-	-	0.00%
DUES & SUBSCRIPTIONS	1,107		1,350	1,800	1,800	900	900	50.00%
TELEPHONE	3,666	3,979	2,584	1,571	2,800	987	1,813	64.75%
OFFICE SUPPLIES	681		189	305	1,500	249	1,251	83.40%
FIELD SUPPLIES	27,111	33,439	57,522	21,112	33,400	17,376	16,024	47.98%
RECREATION SUPPLIES	5,016	1,989	943	495	1,500	-	1,500	100.00%
NON-CAPITAL EQUIPMENT	-	350	18,611		-		-	0.00%
NON-CAPITAL ITEMS	-		9,967	19,445	8,523	957	7,566	88.77%
SAFETY EQUIPMENT	653	1,568	1,114	3,161	-	-	-	0.00%
EQUIPMENT & MACHINERY	-	-			-	-	-	0.00%
MAINTENANCE CONTRACTS	9,600	9,600			-	-	-	0.00%
MAINTENANCE GROUNDS & RO	-	3,980	13,442	71,939	125,765	16,900	108,865	86.56%
MAINTENANCE/REPAIR EQUIPM	3,934	3,210	2,835	15,171	14,000	2,304	11,696	83.54%
OTHER CONTRACTUAL SERVICES	25,726	18,116	21,696		3,000	-	3,000	100.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>82,871</b>	<b>85,651</b>	<b>144,592</b>	<b>160,234</b>	<b>236,988</b>	<b>51,402</b>	<b>185,586</b>	<b>78.31%</b>
<b>CAPITAL OUTLAY</b>								
EQUIPMENT & MACHINERY		35,467	15,560		-	-	-	0.00%
CAPITAL PROJECTS	18,352	-	86,427	-	-	-	-	0.00%
LAND & LAND IMPROVEMENTS			-	-	-	-	-	0.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>18,352</b>	<b>35,467</b>	<b>101,987</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>1009 PARKS &amp; RECREATION DEPARTMENT TOTAL</b>	<b>204,142</b>	<b>289,759</b>	<b>427,858</b>	<b>389,845</b>	<b>407,976</b>	<b>122,103</b>	<b>285,873</b>	<b>70.07%</b>

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
<b>1010 COMMUNITY DEVELOPMENT DEPARTMENT</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	105,617	45,915	39,549	45,500	56,160	28,255	27,905	49.69%
OVERTIME	-		219	1,162	2,000	810	1,190	59.50%
FICA - REGULAR	6,244	2,738	2,380	2,776	3,606	1,755	1,851	51.33%
FICA - MEDICARE	1,460	640	557	649	843	410	433	51.36%
PERA	8,761	4,272	3,869	4,498	5,504	2,751	2,753	50.02%
HEALTH INSURANCE	19,773	7,083	5,581	5,802	5,759	3,029	2,730	47.40%
RETIREE INSURANCE	2,669	1,415	1,186	1,393.00	1,685	842	843	50.03%
UNEMPLOYMENT INS.	-		845	-	54	-	54	100.00%
WORKER'S COMP. ASSESSMENT	25	12	9	7	10	4	6	60.00%
WORKER'S COMP. (NMSI)	3,936	2,531	362	847	1,293	-	1,293	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>148,485</b>	<b>64,606</b>	<b>54,557</b>	<b>62,634</b>	<b>76,914</b>	<b>37,856</b>	<b>39,058</b>	<b>50.78%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	1,235	667	721		-	-	-	0.00%
PER DIEM	1,002	721	877		-	-	-	0.00%
UNIFORM/LINEN	-		-		-	-	-	0.00%
EMPLOYEE TRAINING	845	285	390	25	6,500	-	6,500	100.00%
FUEL	751	96	-		-	-	-	0.00%
PRINTING & PUBLISHING	170	322	195	-	500	-	500	100.00%
DUES & SUBSCRIPTIONS	5,427	4,907	5,006	5,206	5,000	-	5,000	100.00%
TELEPHONE	7,223	6,534	1,661	1,221	5,000	561	4,439	88.78%
OFFICE SUPPLIES	1,790	935	133	537	500	93	407	81.40%
FIELD SUPPLIES	-		-		-	-	-	0.00%
NON-CAPITAL ITEMS	-	883	714	1,602	500	-	500	100.00%
SAFETY EQUIPMENT	69		-		-	-	-	0.00%
MISC	1,246		-		-	-	-	0.00%
MAINTENANCE VEHICLE	860	18	-		-	-	-	0.00%
DEMOLITION & CLEANUP	8,839	9,538	2,288	46,171	35,000	4,401	30,599	87.43%
PROFESSIONAL SERVICES/LEGAL	31,568	6,450	67,857	39,916	75,000	30,344	44,656	59.54%
MAINSTREET GRANT	-			-			-	

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
<b>TOTAL OPERATING EXPENSES</b>	<b>61,025</b>	<b>31,356</b>	<b>79,842</b>	<b>94,678</b>	<b>128,000</b>	<b>35,399</b>	<b>92,601</b>	<b>261.59%</b>
<b>1010 COMMUNITY DEVELOPMENT TOTAL</b>	<b>209,510</b>	<b>95,962</b>	<b>134,399</b>	<b>157,312</b>	<b>204,914</b>	<b>73,255</b>	<b>131,659</b>	<b>64.25%</b>
<b>1011 STREET DEPARTMENT</b>								
<b>PERSONNEL EXPENSES</b>						12/31/2022		12/31/2022
FULL TIME WAGES	258,349	216,868	244,858	288,197	298,585	130,066	168,519	56.44%
OVERTIME WAGES	192	863	2,069	2,958	4,000	1,937	2,063	51.58%
DELAYED COMPENSATION	-	-	-	-	5,698	5,698	-	0.00%
FICA - REGULAR	15,521	13,100	14,892	17,465	19,113	8,145	10,968	57.39%
FICA - MEDICARE	3,630	3,064	3,483	4,085	4,463	1,905	2,558	57.32%
PERA	23,821	20,700	23,921	27,908	29,820	12,107	17,713	59.40%
HEALTH INSURANCE	33,266	26,239	27,799	42,667	40,688	27,090	13,598	33.42%
RETIREE INSURANCE	7,313	6,715	7,333	8,543	9,128	3,706	5,422	59.40%
UNEMPLOYMENT INS.	-	-	2,420	181	486	-	486	100.00%
WORKER'S COMP. ASSESSMENT	67	62	67	81	90	34	56	62.22%
WORKER'S COMP. (NMSI)	30,788	19,577	19,872	5,990	7,000	-	7,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>372,947</b>	<b>307,188</b>	<b>346,714</b>	<b>398,075</b>	<b>419,071</b>	<b>190,688</b>	<b>228,383</b>	<b>54.50%</b>
<b>OPERATING EXPENSES</b>								
TELEPHONE	942	937	-	1,240	2,000	544	1,456	72.80%
OFFICE SUPPLIES	528	490	1,051	113	500	275	225	45.00%
NON-CAPITAL ITEMS			198					
<b>TOTAL OPERATING EXPENSES</b>	<b>1,470</b>	<b>1,427</b>	<b>1,249</b>	<b>1,353</b>	<b>2,500</b>	<b>819</b>	<b>1,681</b>	<b>67.24%</b>
<b>1011 STREET DEPARTMENT TOTAL</b>	<b>374,417</b>	<b>308,615</b>	<b>347,963</b>	<b>399,428</b>	<b>421,571</b>	<b>191,507</b>	<b>230,064</b>	<b>54.57%</b>
<b>1012 FLEET MAINTENANCE DIVISION</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	107,990	55,241	52,882	65,842	97,760	48,955	48,805	49.92%
PART-TIME WAGES			-	1,253	-	-	-	0.00%
OVERTIME WAGES	-	-	-	390	5,000	277	4,723	94.46%
FICA - REGULAR	6,442	3,368	3,276	4,155	6,371	3,015	3,356	52.68%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
FICA - MEDICARE	1,507	788	766	972	1,490	705	785	52.68%
PERA	10,313	5,063	5,117	6,235	9,580	4,464	5,116	53.40%
HEALTH INSURANCE	16,474	4,555	246	1,996	5,867	2,444	3,423	58.34%
RETIREE INSURANCE	3,115	1,755	1,553	1,692	2,933	1,328	1,605	54.72%
UNEMPLOYMENT INS.	-	-	615	-	163	-	163	100.00%
WORKER'S COMP. ASSESSMENT	28	16	14	20	30	13	17	56.67%
WORKER'S COMP. (NMSI)	4,574	2,921	2,301	1,338	5,000	-	5,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>150,442</b>	<b>73,707</b>	<b>66,770</b>	<b>83,893</b>	<b>134,194</b>	<b>61,201</b>	<b>72,993</b>	<b>54.39%</b>
<b>OPERATING EXPENSES</b>								
UNIFORM/LINEN	709	-	-	1,138	-	-	-	0.00%
EMPLOYEE TRAINING	-	-	-	-	2,000	517	1,483	74.15%
FUEL	1,241	793	578	2,304	5,000	897	4,103	82.06%
DIESEL FUEL	-	14	-	-	-	-	-	0.00%
RENT OF EQUIPMENT	-	-	156	693	-	-	-	0.00%
DUES & SUBSCRIPTIONS	833	357	476	1,428	4,000	-	4,000	100.00%
TELEPHONE	2,519	2,516	485	1,161	3,000	516	2,484	82.80%
OFFICE SUPPLIES	90	207	-	116	1,500	660	840	56.00%
FIELD SUPPLIES	1,024	30	402	9,374	14,000	538	13,462	96.16%
NON-CAPITAL ITEMS	-	-	100	2,862	12,000	754	11,246	93.72%
SAFETY EQUIPMENT	684	409	269	1,035	2,000	-	2,000	100.00%
EQUIPMENT & MACHINERY	-	60	824	-	-	-	-	0.00%
MAINTENANCE & REPAIR GROU	-	-	-	394	-	-	-	0.00%
MAINTENANCE VEHICLE	920	671	-	-	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>7,100</b>	<b>4,386</b>	<b>3,290</b>	<b>20,505</b>	<b>43,500</b>	<b>3,882</b>	<b>39,618</b>	<b>91.08%</b>
<b>CAPITAL OUTLAY</b>								
EQUIPMENT & MACHINERY	64	-	-	-	-	-	-	0.00%
CAPITAL PURCHASES	-	-	-	-	12,000	11,496	504	4.20%
<b>TOTAL CAPITAL OUTLAY</b>	<b>64</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,000</b>	<b>11,496</b>	<b>504</b>	<b>4.20%</b>
<b>1012 FLEET MAINTENANCE TOTAL</b>	<b>157,606</b>	<b>78,093</b>	<b>70,060</b>	<b>104,398</b>	<b>189,694</b>	<b>76,579</b>	<b>113,115</b>	<b>59.63%</b>

		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>1013 COMMUNITY CENTERS (SERVICES)</b>									
<b>PERSONNEL EXPENSES</b>									
	FULL TIME WAGES					66,997	33,498	33,499	50.00%
	FICA - REGULAR					4,154	2,054	2,100	50.55%
	FICA - MEDICARE					971	480	491	50.57%
	PERA					6,566	3,282	3,284	50.02%
	HEALTH INSURANCE					5,759	3,029	2,730	47.40%
	RETIREE INSURANCE					2,010	1,004	1,006	50.05%
	UNEMPLOYMENT INS.					54	-	54	100.00%
	WORKER'S COMP. ASSESSMENT					10	4	6	60.00%
	WORKER'S COMP. (NMSI)					1,604	-	1,604	100.00%
	<b>TOTAL PERSONNEL EXPENSES</b>					<b>88,125</b>	<b>43,351</b>	<b>44,774</b>	<b>50.81%</b>
<b>OPERATING EXPENSES</b>									
	UNIFORM/LINEN					700	-	700	100.00%
	EMPLOYEE TRAINING					1,000	257	743	74.30%
	FUEL					2,500	310	2,190	87.60%
	OFFICE SUPPLIES					1,500	15	1,485	99.00%
	FIELD SUPPLIES					3,700	-	3,700	100.00%
	SAFETY EQUIPMENT					200	-	200	100.00%
	MAINTENANCE VEHICLE/EQUIP					1,000	-	1,000	100.00%
	PROFESSIONAL SERVICES					5,000	3,732	1,268	25.36%
	<b>TOTAL OPERATING EXPENSES</b>					<b>15,600</b>	<b>4,314</b>	<b>11,286</b>	<b>72.35%</b>
<b>1013 COMMUNITY CENTERS (SERVICES) TOTAL</b>						<b>103,725</b>	<b>47,665</b>	<b>56,060</b>	<b>54.05%</b>
<b>1014 FACILITY MANAGEMENT</b>									
<b>PERSONNEL EXPENSES</b>									
	FULL TIME WAGES	198,956	216,213	198,940	164,463	157,040	77,653	79,387	50.55%
	OVERTIME WAGES	3,369	4,959	4,247	4,260	6,000	5,921	79	1.32%
	STANDBY WAGES	4,659	4,841	4,712	5,104	4,000	2,640	1,360	34.00%
	FICA - REGULAR	12,273	13,489	12,580	10,574	10,356	5,223	5,133	49.57%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
FICA - MEDICARE	2,870	3,155	2,942	2,473	2,422	1,221	1,201	49.59%
PERA	18,941	20,281	18,667	16,099	15,390	7,506	7,884	51.23%
HEALTH INSURANCE	36,848	34,260	22,682	17,566	13,010	7,993	5,017	38.56%
RETIREE INSURANCE	5,705	6,616	5,719	5,581	4,711	2,330	2,381	50.54%
UNEMPLOYMENT INS.	-		1,805	181	1,500	-	1,500	100.00%
WORKER'S COMP. ASSESSMENT	71	69	58	49	50	20	30	60.00%
WORKER'S COMP. (NMSI)	26,851	16,436	13,621	6,333	6,333	-	6,333	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>310,544</b>	<b>320,319</b>	<b>285,973</b>	<b>232,683</b>	<b>220,812</b>	<b>110,507</b>	<b>110,305</b>	<b>49.95%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.			-	-	500	-	500	100.00%
PER DIEM	345	230	-		500	-	500	100.00%
UNIFORM/LINEN	1,959	1,549	549		2,500	774	1,726	69.04%
EMPLOYEE TRAINING	2,643	595	-	-	500	-	500	100.00%
FUEL	6,481	8,318	6,151	3,637	7,000	2,895	4,105	58.64%
DIESEL FUEL	-		-	-	-	-	-	0.00%
MAINTENANCE BUILDING	51,650	33,174	25,567	42,832	52,667	12,374	40,293	76.51%
SEASONAL DECORATIONS	1,339	1,037	11,094		-	-	-	0.00%
RENT OF EQUIPMENT			81	84	500	66	434	86.80%
PRINTING/PUBLISHING		116		-	-	-	-	0.00%
DUES & SUBSCRIPTIONS	250	647	-	250	-	-	-	0.00%
TELEPHONE	7,008	5,190	3,117	1,888	4,500	695	3,805	84.56%
OFFICE SUPPLIES	314	1,018	-	179	-	-	-	0.00%
FIELD SUPPLIES	24,674	22,878	14,398	20,083	22,752	9,354	13,398	58.89%
NON-CAPITAL ITEMS	1,617		671	1,891	2,000	1,279	721	36.05%
SAFETY EQUIPMENT	1,537	3,622	1,337		3,000	99	2,901	96.70%
EQUIPMENT & MACHINERY	65	83	799		-	-	-	0.00%
MAINTENANCE CONTRACTS	1,668	648	11,371		2,000	323	1,677	83.85%
MAINTENANCE VEHICLE	2,289	1,102	1,088	1,721	12,000	10,231	1,769	14.74%
OTHER CONTRACTUAL SERVICES	-		-	647	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>103,837</b>	<b>80,207</b>	<b>76,223</b>	<b>73,212</b>	<b>110,419</b>	<b>38,090</b>	<b>72,329</b>	<b>189.89%</b>

		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>CAPITAL OUTLAY</b>									
	BUILDINGS & STRUCTURES					-			
	OTHER CAPITAL EQUIPMENT-VE	11,829		-	-	44,000	43,202	798	
	CAPITAL PURCHASES					-	-	-	
	<b>TOTAL CAPITAL OUTLAY</b>	<b>11,829</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>44,000</b>	<b>43,202</b>	<b>798</b>	<b>1.81%</b>
<b>1014 FACILITY MANAGEMENT TOTAL</b>		<b>426,210</b>	<b>400,526</b>	<b>362,196</b>	<b>305,895</b>	<b>375,231</b>	<b>191,799</b>	<b>183,432</b>	<b>48.89%</b>
<b>1016 LIBRARY DEPARTMENT</b>									
<b>PERSONNEL EXPENSES</b>									
	FULL TIME WAGES	112,383	105,327	103,231	112,879	116,355	58,281	58,074	49.91%
	PART TIME WAGES	30,904	29,686	34,470	39,904	40,279	20,035	20,244	50.26%
	FICA - REGULAR	8,643	8,268	8,435	9,361	9,711	4,800	4,911	50.57%
	FICA - MEDICARE	2,021	1,934	1,972	2,189	2,271	1,122	1,149	50.59%
	PERA	13,684	12,454	13,481	14,973	15,350	7,675	7,675	50.00%
	HEALTH INSURANCE	15,793	6,851	6,924	7,562	7,189	3,781	3,408	47.41%
	RETIREE INSURANCE	4,133	4,103	4,131	5,298	4,699	2,349	2,350	50.01%
	UNEMPLOYMENT INS.			1,575	-	324	-	324	100.00%
	WORKER'S COMP. ASSESSMENT	55	48	51	55	60	27	33	55.00%
	WORKER'S COMP. (NMSI)	989	682	638	2,212	2,648	-	2,648	100.00%
	<b>TOTAL PERSONNEL EXPENSES</b>	<b>188,607</b>	<b>169,353</b>	<b>174,908</b>	<b>194,433</b>	<b>198,886</b>	<b>98,070</b>	<b>100,816</b>	<b>50.69%</b>
<b>OPERATING EXPENSES</b>									
	EMPLOYEE TRAINING	-		-	-	-	-	-	
	PRINTING/PUBLISHING		97	-		-	-	-	
	DUES & SUBSCRIPTIONS	3,300	2,373	1,813	1,089	4,500	-	4,500	100.00%
	TELEPHONE			-	-	50	-	50	100.00%
	OFFICE SUPPLIES	72		-	3,839	4,600	190	4,410	95.87%
	NON-CAPITAL FURNITURE	570		-	-	1,400	1,300	100	7.14%
	SAFETY EQUIPMENT	-	239	-	-	-	-	-	0.00%
	MAINTENANCE VEHICLE/EQUIP				-	100	-	100	100.00%
	<b>TOTAL OPERATING EXPENSES</b>	<b>3,941</b>	<b>2,709</b>	<b>1,813</b>	<b>4,928</b>	<b>10,650</b>	<b>1,490</b>	<b>9,160</b>	<b>86.01%</b>

		2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
		Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
							12/31/2021	12/31/2021	12/31/2021
<b>CAPITAL OUTLAY</b>									
	CAPITAL EQUIPMENT					-			
	CITY BOOK PURCHASE	6,999	6,019	7,119	5,654	8,500	3,454	5,046	59.36%
	CAPITAL PURCHASES					-			
	<b>TOTAL CAPITAL OUTLAY</b>	<b>6,999</b>	<b>6,019</b>	<b>7,119</b>	<b>5,654</b>	<b>8,500</b>	<b>3,454</b>	<b>5,046</b>	<b>59.36%</b>
<b>1016 LIBRARY DEPARTMENT TOTAL</b>		<b>199,547</b>	<b>178,081</b>	<b>183,840</b>	<b>205,015</b>	<b>218,036</b>	<b>103,014</b>	<b>115,022</b>	<b>52.75%</b>
<b>1017 HOSPITAL GROSS RECEIPT PAYMENTS</b>									
<b>OPERATING EXPENSES</b>									
	OPERATING COSTS	-	-	4,737	-	5,000	2,918	2,082	41.64%
	OTHER CONTRACTUAL SERVICES	214,398	252,293	261,256	268,509	264,000	144,382	119,618	45.31%
<b>1017 HOSPITAL GROSS RECEIPT TOTAL</b>		<b>214,398</b>	<b>252,293</b>	<b>265,993</b>	<b>268,509</b>	<b>269,000</b>	<b>147,300</b>	<b>121,700</b>	<b>45.24%</b>
<b>1018 UTILITY, INSURANCE, SOFTWARE, &amp; AUDIT EXPENSE</b>									
<b>OPERATING EXPENSES</b>									
	WORKER'S COMP. (NMSI)				3881	-	-		
	SUBSCRIPTIONS & DUES					212	212	-	0.00%
	TELEPHONE				0		-	-	0.00%
	UTILITIES	114,074	217,227	195,608	183,631	219,788	100,260	119,528	54.38%
	SOFTWARE				3,790	3,446	1,672	1,774	51.48%
	INTERCEPT	-	-	297,394	289,047	304,056	144,523	159,533	52.47%
	OPERATING COSTS	-	-	36,651	32,973	43,000	18,969	24,031	55.89%
	PROPERTY INSURANCE	16,008	18,629	19,825	17,469	20,251	-	20,251	100.00%
	GENERAL LIABILITY INSURANCE	17,835	21,364	22,136	7,530	22,250	2,096	20,154	90.58%
	VEHICLE INSURANCE	14,541	11,064	11,986	5,826	12,547	-	12,547	100.00%
	AUDIT CONTRACT				9,709	10,000	-	10,000	100.00%
	PROFESSIONAL SERVICES				11,818	33,700	4,924	28,776	85.39%
<b>1018 UTILITY, INSURANCE, SOFTWARE, &amp; AUDIT EXP</b>		<b>162,458</b>	<b>268,284</b>	<b>583,600</b>	<b>565,674</b>	<b>669,250</b>	<b>272,656</b>	<b>396,594</b>	<b>59.26%</b>
<b>1040-MUNICIPAL COURT ADMINISTRATIVE OFFICE OF THE COURTS (AOC)</b>									
<b>OPERATING EXPENSES</b>									

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual As of	Balance Remaining	% of Budget Remaining
						12/31/2021	12/31/2021	12/31/2021
EMPLOYEE TRAINING				-	-			
RENT OF EQUIPMENT				-	4,000	1700	2,300	57.50%
TELEPHONE				112	-		-	0.00%
SOFTWARE LIC/UPDATE				5,351	1,000	0	1,000	100.00%
NON-CAPITAL ITEMS				9,546			-	0.00%
OTHER CONTRACTUAL SERVICES				1,732	7,500	5067	2,433	32.44%
<b>TOTAL OPERATING EXPENSES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,741</b>	<b>12,500</b>	<b>6,767</b>	<b>5,733</b>	<b>45.86%</b>
<b>CAPITAL OUTLAY</b>								
EQUIPMENT & MACHINERY > \$5	-			-	-	0	-	0.00%
OTHER CAP PUR/AOC/JID COM	8,313	8,396	9,355	-	-	0	-	0.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>8,313</b>	<b>8,396</b>	<b>9,355</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>1040-MUNICIPAL COURT (AOC) TOTAL</b>	<b>8,313</b>	<b>8,396</b>	<b>9,355</b>	<b>16,741</b>	<b>12,500</b>	<b>6,767</b>	<b>5,733</b>	<b>45.86%</b>
<b>GRAND TOTAL ALL DEPARTMENTS</b>	<b>4,977,413</b>	<b>4,911,429</b>	<b>5,545,058</b>	<b>5,509,224</b>	<b>6,250,143</b>	<b>2,699,438</b>	<b>3,550,705</b>	<b>56.81%</b>

# ATTACHMENT D

ENTERPRISE FUNDS									
REVENUE HISTORY									
								Where are we now?	
COMPARISON OF BUDGET TO ACTUAL									
MID YEAR (JULY 1 TO DECEMBER 31)									
	Fiscal Year	Fiscal Year	Comparison						
	2019-20	2019-20	2020-21	2020-21	2021-22	2021-22	2021-22	2021-22	2021 to 2020
		12/31/2019		12/31/2020		12/31/2021	12/31/2021	12/31/2021	Dec 31
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% of Budget Received		Positive = Above PY (Negative) = Below PY
<b>501 CEMETERY</b>									
OTHER CHARGES FOR SERVICES	\$ 11,000	\$ 3,170	\$ 8,000	\$ 4,270	\$ 8,500	\$ 7,260	85.41%	\$ 2,990	
INVESTMENT INCOME	\$ 14	\$ 10	\$ 14	\$ 10	\$ 20	\$ 10	50.00%	\$ -	
<b>TOTAL REVENUE</b>	<b>\$ 11,014</b>	<b>\$ 3,180</b>	<b>\$ 8,014</b>	<b>\$ 4,280</b>	<b>\$ 8,520</b>	<b>\$ 7,270</b>	<b>85.33%</b>	<b>\$ 2,990</b>	
<b>502 JOINT UTILITY OFFICE</b>									
SALES OTHER/MISC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	
RETURNED CHECK FEES	\$ 1,500	\$ 680	\$ 1,500	\$ 811	\$ 1,500	\$ 403	26.87%	\$ (408)	
RED TAG FEE	\$ 55,000	\$ 24,264	\$ 55,000	\$ 10,074	\$ 40,000	\$ 36,850	92.13%	\$ 26,776	Able to charge red tag fees
INVESTMENT INCOME	\$ 2,000	\$ 1,359	\$ 2,000	\$ 1,597	\$ 2,300	\$ 1,841	80.04%	\$ 244	
MISCELLANEOUS REVENUE	\$ -	\$ -			\$ -	\$ 11,566	0.00%	\$ 11,566	Customer charges for credit card payments
CASH OVER/SHORT	\$ -	\$ 20			\$ -	\$ 170	0.00%	\$ 170	
<b>TOTAL REVENUE</b>	<b>\$ 58,500</b>	<b>\$ 26,323</b>	<b>\$ 58,500</b>	<b>\$ 12,482</b>	<b>\$ 43,800</b>	<b>\$ 50,830</b>	<b>116.05%</b>	<b>\$ 38,348</b>	
<b>503 ELECTRIC DIVISION</b>									
GROSS RECEIPTS-YD LIGHTS	\$ 933	\$ 407	\$ 933	\$ 424	\$ 933	\$ 424	45.44%	\$ -	
GROSS RECEIPTS-ELECTRIC SERVICES	\$ 478,667	\$ 230,535	\$ 455,600	\$ 236,196	\$ 478,667	\$ 229,951	48.04%	\$ (6,245)	-2.64%
UTILITY SERVICES YARD LIGHT	\$ 18,873	\$ 9,511	\$ 18,841	\$ 9,474	\$ 18,873	\$ 9,397	49.79%	\$ (77)	
UTILITY SERVICES	\$ 6,400,000	\$ 3,366,299	\$ 6,800,000	\$ 3,661,915	\$ 6,800,000	\$ 3,338,068	49.09%	\$ (323,847)	-8.84%
UTILITY SERVICES CONNECTIONS	\$ 21,200	\$ 8,165	\$ 14,000	\$ 7,356	\$ 21,200	\$ 8,832	41.66%	\$ 1,476	
MERCHANDISE & JOBBING	\$ 30,000	\$ 5,856	\$ 10,000	\$ 9,043	\$ 20,000	\$ 5,475	27.38%	\$ (3,568)	-39.46%
NON-PAYMENT PENALTIES	\$ 6,000	\$ 2,121	\$ 5,000	\$ 2,034	\$ 6,000	\$ 4,740	79.00%	\$ 2,706	
NM STO INVESTMENT INCOME	\$ -	\$ 8,797	\$ -	\$ 851	\$ -	\$ 16		\$ (835)	
INTEREST	\$ -	\$ 895	\$ -	\$ 898	\$ -	\$ -		\$ (898)	
MISC INCOME	\$ 133,931	\$ 132,492	\$ 1,500	\$ -	\$ 1,500	\$ -	0.00%	\$ -	
MIS. (POLE RENTALS, ETC.) - ELECTRIC	\$ 30,000	\$ -	\$ 23,000	\$ 4,871	\$ 25,000	\$ 8,005	32.02%	\$ 3,134	64.34%
<b>TOTAL REVENUE</b>	<b>\$ 7,119,604</b>	<b>\$ 3,765,078</b>	<b>\$ 7,328,874</b>	<b>\$ 3,933,062</b>	<b>\$ 7,372,173</b>	<b>\$ 3,604,908</b>	<b>48.90%</b>	<b>\$ (328,154)</b>	<b>-8.34%</b>
<b>504 WATER DIVISION</b>									
GROSS RECEIPTS-WA	\$ 49,355	\$ 21,201	\$ 46,208	\$ 31,896	\$ 62,819	\$ 31,752	50.55%	\$ (144)	
UTILITY SERVICES	\$ 987,100	\$ 482,762	\$ 1,026,850	\$ 738,150	\$ 1,411,338	\$ 737,173	52.23%	\$ (977)	-0.13%
UTILITY SERVICES CONNECTIONS	\$ 14,400	\$ 5,550	\$ 10,000	\$ 4,787	\$ 10,202	\$ 5,665	55.53%	\$ 878	
WATER TAP FEES	\$ 4,040	\$ 6,853	\$ 7,500	\$ 2,872	\$ 15,432	\$ 7,358	47.68%	\$ 4,486	
MERCHANDISE & JOBBING	\$ -	\$ 675	\$ -	\$ -	\$ -	\$ 7,048	100.00%	\$ 7,048	
NON-PAYMENT PENALTIES	\$ 2,300	\$ 1,201	\$ 3,000	\$ 1,014	\$ 4,639	\$ 3,678	79.28%	\$ 2,664	
MISC.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
<b>TOTAL REVENUE</b>	<b>\$ 1,057,195</b>	<b>\$ 518,242</b>	<b>\$ 1,093,558</b>	<b>\$ 778,719</b>	<b>\$ 1,504,430</b>	<b>\$ 792,674</b>	<b>52.69%</b>	<b>\$ 13,955</b>	<b>1.79%</b>

	Fiscal Year 2019-20	Fiscal Year 2019-20 12/31/2019	Fiscal Year 2020-21	Fiscal Year 2020-21 12/31/2020	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021	Fiscal Year 2021-22 12/31/2021	Comparison 2021 to 2020 Dec 31	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% of Budget Received	Positive = Above PY (Negative) = Below PY	
<b>505/507 SOLID WASTE DIVISION</b>									
GRT ON SOLID WASTE (CUSTOMERS)	\$ 68,300	\$ 34,135	\$ 68,513	\$ 36,098	\$ 79,931	\$ 38,577	48.26%	\$ 2,479	
GROSS RECEIPTS-ENVIRONMENTAL	\$ 87,700	\$ 37,421	\$ 87,700	\$ 44,680	\$ 87,700	\$ 48,538	55.35%	\$ 3,858	
GRT ON TRANSFER STATION (CUSTOMERS)	\$ 9,700	\$ 4,599	\$ 9,700	\$ 5,784	\$ 10,000	\$ 6,084	60.84%	\$ 300	
OTHER STATE GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TRANSFER STATION REVENUE	\$ 500,000	\$ 245,358	\$ 500,000	\$ 266,473	\$ 500,000	\$ 274,922	54.98%	\$ 8,449	3.17%
UTILITY SERVICES	\$ 1,450,000	\$ 732,799	\$ 1,522,500	\$ 764,502	\$ 1,598,625	\$ 843,837	52.79%	\$ 79,335	10.38%
NON-PAYMENT PENALTIES	\$ 4,000	\$ 2,183	\$ 4,000	\$ 1,317	\$ 4,000	\$ 4,513	112.83%	\$ 3,196	
INTEREST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
INVESTMENT	\$ -	\$ 4,396	\$ -	\$ 425	\$ 700	\$ 132	18.86%	\$ (293)	
MISC.	\$ 35,900	\$ 11,767	\$ 32,000	\$ 9,935	\$ 32,000	\$ 18,648	58.28%	\$ 8,713	
<b>TOTAL REVENUE</b>	<b>\$ 2,155,600</b>	<b>\$ 1,072,658</b>	<b>\$ 2,224,413</b>	<b>\$ 1,129,214</b>	<b>\$ 2,312,956</b>	<b>\$ 1,235,251</b>	<b>53.41%</b>	<b>\$ 106,037</b>	<b>9.39%</b>
<b>506 WASTEWATER DIVISION</b>									
GROSS RECEIPTS-SW	\$ 48,000	\$ 24,573	\$ 47,250	\$ 25,011	\$ 55,125	\$ 25,024	45.40%	\$ 13	
UTILITY SERVICES	\$ 1,100,000	\$ 544,903	\$ 1,050,000	\$ 563,995	\$ 1,102,500	\$ 579,274	52.54%	\$ 15,279	2.71%
SEWER TAP FEES	\$ 3,000	\$ 6,075	\$ 4,000	\$ 732	\$ 4,000	\$ 4,394	109.85%	\$ 3,662	
NON-PAYMENT PENALTIES	\$ 2,300	\$ 884	\$ 2,300	\$ 788	\$ 3,000	\$ 3,099	103.30%	\$ 2,311	
PENDING REIMBURSEMENT-GRANTS	\$ -	\$ -	\$ 83,600	\$ -	\$ -	\$ -		\$ -	
<b>TOTAL REVENUE</b>	<b>\$ 1,153,300</b>	<b>\$ 576,435</b>	<b>\$ 1,187,150</b>	<b>\$ 590,526</b>	<b>\$ 1,164,625</b>	<b>\$ 611,791</b>	<b>52.53%</b>	<b>\$ 21,265</b>	<b>3.60%</b>
<b>508 GOLF COURSE</b>									
GOVT GRT	\$ 1,600	\$ 826	\$ 1,600	\$ 849	\$ 2,000	\$ 1,483	74.15%	\$ 634	
SALES OTHER GOLF PRO SHOP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 228	0.00%	\$ 228	
INVESTMENT INCOME	\$ 17	\$ 10	\$ -	\$ 8	\$ 15	\$ 15	100.00%	\$ 7	
MISC. INCOME	\$ 32,000	\$ 15,679	\$ 31,246	\$ 16,188	\$ 36,000	\$ 28,024	77.84%	\$ 11,836	
SIGN-IN FEE (EXP./IMPROV.)	\$ 4,500	\$ 2,016	\$ 3,500	\$ 1,603	\$ 3,500	\$ 1,973	56.37%	\$ 370	
<b>TOTAL REVENUE</b>	<b>\$ 38,117</b>	<b>\$ 18,531</b>	<b>\$ 36,346</b>	<b>\$ 18,648</b>	<b>\$ 41,515</b>	<b>\$ 31,723</b>	<b>76.41%</b>	<b>\$ 13,075</b>	<b>70.11%</b>
<b>509 MUNICIPAL AIRPORT</b>									
GOVT GROSS RECEIPTS	\$ 5,450	\$ 3,454	\$ 5,500	\$ 1,652	\$ 5,500	\$ 3,512	63.85%	\$ 1,860	
FEDERAL GRANTS	\$ -	\$ -	\$ 30,000	\$ -	\$ 22,000	\$ -	0.00%	\$ -	
RENTALS	\$ 27,026	\$ 12,811	\$ 29,506	\$ 18,620	\$ 35,000	\$ 11,955	34.16%	\$ (6,665)	-35.79%
LEASE AGREEMENT	\$ 480	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	
RENTS/ROYALTIES	\$ 1,275	\$ 750	\$ 1,300	\$ 625	\$ 1,500	\$ 750	50.00%	\$ 125	
SHORT TERM HANGAR RENTAL	\$ 1,895	\$ 870	\$ 1,500	\$ 2,105	\$ 9,000	\$ 5,980	66.44%	\$ 3,875	184.09%
AVIATION FUEL SALES	\$ 60,000	\$ 39,245	\$ 65,000	\$ 21,489	\$ 65,000	\$ 29,032	44.66%	\$ 7,543	35.10%
OIL SALES	\$ -	\$ 36	\$ -	\$ 301	\$ 200	\$ 120	60.00%	\$ (181)	
JET FUEL SALES	\$ 85,000	\$ 50,793	\$ 85,000	\$ 28,558	\$ 85,000	\$ 89,439	105.22%	\$ 60,881	213.18%
INVESTMENT INCOME	\$ -	\$ 12	\$ -	\$ 11	\$ 25	\$ 21	84.00%	\$ 10	
INSURANCE/OTHER REIMBURSEMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
<b>TOTAL REVENUE</b>	<b>\$ 181,126</b>	<b>\$ 107,971</b>	<b>\$ 217,806</b>	<b>\$ 73,361</b>	<b>\$ 223,225</b>	<b>\$ 140,809</b>	<b>63.08%</b>	<b>\$ 67,448</b>	<b>91.94%</b>

	Fiscal Year 2019-20	Fiscal Year 2019-20 12/31/2019	Fiscal Year 2020-21	Fiscal Year 2020-21 12/31/2020	Fiscal Year 2021-22	Fiscal Year 2021-22 12/31/2021	Fiscal Year 2021-22 12/31/2021	Comparison 2021 to 2020 Dec 31
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% of Budget Received	Positive = Above PY (Negative) = Below PY
<b>TOTAL ENTERPRISE REVENUE</b>	<b>\$ 11,774,456</b>	<b>\$ 6,088,418</b>	<b>\$ 12,154,661</b>	<b>\$ 6,540,292</b>	<b>\$ 12,671,244</b>	<b>\$ 6,475,256</b>	<b>51.10%</b>	<b>\$ (65,036)</b>
<b>% OF BUDGETED REVENUES RECEIVED</b>		<b>51.71%</b>		<b>53.81%</b>		<b>51.10%</b>		

# ATTACHMENT E

**ENTERPRISE FUNDS**

**REVENUE HISTORY**

**COMPARISON OF PRIOR YEARS ACTUAL REVENUE RECEIPTS TO CURRENT YEARS BUDGETED REVENUE**

	Fiscal Year					
	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual
						12/31/2021
<b>501 CEMETERY</b>						
OTHER CHARGES FOR SERVICES	\$ 15,440	\$ 9,710	\$ 8,530	\$ 10,130	\$ 8,500	\$ 7,260
INVESTMENT INCOME	\$ 18	\$ 21	\$ 20	\$ 20	\$ 20	\$ 10
<b>TOTAL REVENUE</b>	<b>\$ 15,458</b>	<b>\$ 9,731</b>	<b>\$ 8,550</b>	<b>\$ 10,150</b>	<b>\$ 8,520</b>	<b>\$ 7,270</b>
<b>502 JOINT UTILITY OFFICE</b>						
SALES OTHER/MISC	\$ 6,542	\$ -	\$ -	\$ -	\$ -	\$ -
RETURNED CHECK FEES	\$ 1,450	\$ 2,194	\$ 1,319	\$ 1,111	\$ 1,500	\$ 403
RED TAG FEE	\$ 46,055	\$ 56,464	\$ 48,277	\$ 26,513	\$ 40,000	\$ 36,850
INVESTMENT INCOME	\$ 2,408	\$ 2,296	\$ 2,674	\$ 2,970	\$ 2,300	\$ 1,841
MISCELLANEOUS REVENUE					\$ -	\$ 11,566
CASH OVER/SHORT					\$ -	\$ 170
<b>TOTAL REVENUE</b>	<b>\$ 56,455</b>	<b>\$ 60,954</b>	<b>\$ 52,270</b>	<b>\$ 30,594</b>	<b>\$ 43,800</b>	<b>\$ 50,830</b>
<b>503 ELECTRIC DIVISION</b>						
GROSS RECEIPTS-YD LIGHTS	\$ 853	\$ 853	\$ 812	\$ 840	\$ 933	\$ 424
GROSS RECEIPTS-ELECTRIC SERVICES	\$ 429,662	\$ 428,325	\$ 418,465	\$ 432,221	\$ 478,667	\$ 229,951
UTILITY SERVICES YARD LIGHT	\$ 18,884	\$ 19,339	\$ 18,976	\$ 19,283	\$ 18,873	\$ 9,397
UTILITY SERVICES	\$ 6,206,786	\$ 6,274,034	\$ 6,247,551	\$ 6,530,768	\$ 6,800,000	\$ 3,338,068
UTILITY SERVICES CONNECTIONS	\$ 18,827	\$ 16,717	\$ 15,562	\$ 14,667	\$ 21,200	\$ 8,832
MERCHANDISE & JOBBING	\$ 36,356	\$ 35,214	\$ 11,571	\$ 16,770	\$ 20,000	\$ 5,475
NON-PAYMENT PENALTIES	\$ 5,024	\$ 5,153	\$ 4,480	\$ 8,142	\$ 6,000	\$ 4,740
NM STO INVESTMENT INCOME				\$ 1,155	\$ -	\$ 16
INTEREST				\$ 1,814	\$ -	\$ -
MISC INCOME	\$ -	\$ 10,678		\$ -	\$ 1,500	\$ -
MIS. (POLE RENTALS, ETC.) - ELECTRIC	\$ 28,325	\$ 12,785	\$ 18,606	\$ 33,568	\$ 25,000	\$ 8,005
<b>TOTAL REVENUE</b>	<b>\$ 6,744,717</b>	<b>\$ 6,803,098</b>	<b>\$ 6,736,023</b>	<b>\$ 7,059,228</b>	<b>\$ 7,372,173</b>	<b>\$ 3,604,908</b>

	Fiscal Year					
	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	Actual
						12/31/2021
<b>504 WATER DIVISION</b>						
GROSS RECEIPTS-WA	\$ 39,667	\$ 39,327	\$ 38,432	\$ 59,826	\$ 62,819	\$ 31,752
UTILITY SERVICES	\$ 897,364	\$ 884,756	\$ 856,850	\$ 1,344,131	\$ 1,411,338	\$ 737,173
UTILITY SERVICES CONNECTIONS	\$ 13,092	\$ 11,637	\$ 11,091	\$ 9,716	\$ 10,202	\$ 5,665
WATER TAP FEES	\$ 3,030	\$ 2,967	\$ 7,528	\$ 5,104	\$ 15,432	\$ 7,358
MERCHANDISE & JOBBING	\$ -	\$ 3,093	\$ 283	\$ -	\$ -	\$ 7,048
NON-PAYMENT PENALTIES	\$ 2,097	\$ 2,937	\$ 3,095	\$ 4,418	\$ 4,639	\$ 3,678
MISC.	\$ -	\$ 613	\$ -	\$ -	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 955,250</b>	<b>\$ 945,330</b>	<b>\$ 917,279</b>	<b>\$ 1,423,195</b>	<b>\$ 1,504,430</b>	<b>\$ 792,674</b>
<b>505/507 SOLID WASTE DIVISION</b>						
GRT ON SOLID WASTE (CUSTOMERS)	\$ 62,945	\$ 66,120	\$ 68,482	\$ 73,316	\$ 79,931	\$ 38,577
GROSS RECEIPTS-ENVIRONMENTAL	\$ 72,193	\$ 83,323	\$ 88,587	\$ 90,332	\$ 87,700	\$ 48,538
GRT ON TRANSFER STATION (CUSTOMERS)	\$ 9,148	\$ 9,411	\$ 10,494	\$ 11,791	\$ 10,000	\$ 6,084
OTHER STATE GRANTS				\$ 7,970	\$ -	\$ -
TRANSFER STATION REVENUE	\$ 460,032	\$ 482,285	\$ 502,279	\$ 536,634	\$ 500,000	\$ 274,922
UTILITY SERVICES	\$ 1,357,466	\$ 1,428,588	\$ 1,484,264	\$ 1,592,029	\$ 1,598,625	\$ 843,837
NON-PAYMENT PENALTIES	\$ 3,603	\$ 3,904	\$ 4,464	\$ 6,181	\$ 4,000	\$ 4,513
INTEREST	\$ 332	\$ 344		\$ -	\$ -	\$ -
INVESTMENT	\$ -	\$ -	\$ 6,909	\$ 620	\$ 700	\$ 132
MISC.	\$ 29,580	\$ 27,153	\$ 20,019	\$ 27,882	\$ 32,000	\$ 18,648
<b>TOTAL REVENUE</b>	<b>\$ 1,995,299</b>	<b>\$ 2,101,128</b>	<b>\$ 2,185,498</b>	<b>\$ 2,346,755</b>	<b>\$ 2,312,956</b>	<b>\$ 1,235,251</b>
<b>506 WASTEWATER DIVISION</b>						
GROSS RECEIPTS-SW	\$ 44,815	\$ 47,842	\$ 46,877	\$ 48,362	\$ 55,125	\$ 25,024
UTILITY SERVICES	\$ 986,090	\$ 1,052,100	\$ 1,028,980	\$ 1,075,898	\$ 1,102,500	\$ 579,274
SEWER TAP FEES	\$ 2,220	\$ 5,400	\$ 1,947	\$ 3,492	\$ 4,000	\$ 4,394
NON-PAYMENT PENALTIES	\$ 2,039	\$ 2,319	\$ 9,450	\$ 3,662	\$ 3,000	\$ 3,099
PENDING REIMBURSEMENT-GRANTS				\$ 83,600	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 1,035,164</b>	<b>\$ 1,107,661</b>	<b>\$ 1,087,254</b>	<b>\$ 1,215,014</b>	<b>\$ 1,164,625</b>	<b>\$ 611,791</b>

	Fiscal Year					
	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budgeted	12/31/2021 Actual
<b>508 GOLF COURSE</b>						
GOVT GRT	\$ 960	\$ 1,205	\$ 1,652	\$ 2,582	\$ 2,000	\$ 1,483
SALES OTHER GOLF PRO SHOP						\$ 228
INVESTMENT INCOME	\$ 40	\$ 18	\$ 18	\$ 28	\$ 15	\$ 15
MISC. INCOME	\$ 16,542	\$ 18,580	\$ 31,515	\$ 49,107	\$ 36,000	\$ 28,024
SIGN-IN FEE (EXP./IMPROV.)	\$ 6,552	\$ 14,822	\$ 3,429	\$ 4,192	\$ 3,500	\$ 1,973
<b>TOTAL REVENUE</b>	<b>\$ 24,094</b>	<b>\$ 34,625</b>	<b>\$ 36,614</b>	<b>\$ 55,909</b>	<b>\$ 41,515</b>	<b>\$ 31,723</b>
<b>509 MUNICIPAL AIRPORT</b>						
GOVT GROSS RECEIPTS	\$ 4,569	\$ 3,960	\$ 5,652	\$ 4,180	\$ 5,500	\$ 3,512
FEDERAL GRANTS				\$ 39,000	\$ 22,000	\$ -
RENTALS	\$ 37,747	\$ 41,400	\$ 28,298	\$ 37,140	\$ 35,000	\$ 11,955
LEASE AGREEMENT	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -
RENTS/ROYALTIES	\$ 1,850	\$ 1,925	\$ 1,400	\$ 1,525	\$ 1,500	\$ 750
SHORT TERM HANGAR RENTAL	\$ 740	\$ 2,110	\$ 2,430	\$ 10,205	\$ 9,000	\$ 5,980
AVIATION FUEL SALES	\$ 42,683	\$ 71,613	\$ 63,989	\$ 56,646	\$ 65,000	\$ 29,032
OIL SALES	\$ 285	\$ 137	\$ 37	\$ 301	\$ 200	\$ 120
JET FUEL SALES	\$ 92,015	\$ 86,573	\$ 95,369	\$ 80,363	\$ 85,000	\$ 89,439
INVESTMENT INCOME	\$ 29	\$ 17	\$ 28	\$ 32	\$ 25	\$ 21
INSURANCE/OTHER REIMBURSEMENTS	\$ -	\$ -	\$ -	\$ 19,705	\$ -	\$ -
<b>TOTAL REVENUE</b>	<b>\$ 180,218</b>	<b>\$ 207,735</b>	<b>\$ 197,203</b>	<b>\$ 249,097</b>	<b>\$ 223,225</b>	<b>\$ 140,809</b>
<b>TOTAL ENTERPRISE REVENUE</b>	<b>\$ 11,006,655</b>	<b>\$ 11,270,262</b>	<b>\$ 11,220,691</b>	<b>\$ 12,389,942</b>	<b>\$ 12,671,244</b>	<b>\$ 6,475,256</b>

# ATTACHMENT F

**ENTERPRISE FUNDS  
EXPENDITURE HISTORY**



	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
<b>501 CEMETERY</b>								
<b>OPERATING EXPENSES</b>								
UTILITIES	5,490	5,403	5,523	5,934	8,000	2,723	5,277	65.96%
MISC EXPENSE	300	-	-	50	-	-	-	0.00%
MAINTENANCE GROUNDS	-	-	-	4,000	4,000	1,000	3,000	75.00%
OTHER CONTRACT SERVICES	4,000	4,000	4,000	-	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>9,790</b>	<b>9,403</b>	<b>9,523</b>	<b>9,984</b>	<b>12,000</b>	<b>3,723</b>	<b>8,277</b>	<b>140.96%</b>
<b>CAPITAL OUTLAY</b>								
REPURCHASE OF CEMETARY LOTS	-	-	-	-	-	-	-	0%
OTHER CAPITAL PURCHASES	-	-	-	-	-	-	-	0%
<b>TOTAL CAPITAL OUTLAY</b>	<b>-</b>							
<b>501 CEMETARY TOTAL</b>	<b>9,790</b>	<b>9,403</b>	<b>9,523</b>	<b>9,984</b>	<b>12,000</b>	<b>3,723</b>	<b>8,277</b>	<b>68.98%</b>
<b>502 UTILITY OFFICE</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	157,755	213,553	239,358	234,797	239,200	116,428	122,772	51.33%
PART TIME WAGES	1,169	2,459	-	-	-	-	-	0.00%
OVERTIME	77.00	4,717.00	3,370	913	1,500	86	1,414	94.27%
STANDBY WAGES	-	4,403	2,620	-	-	-	-	0.00%
DELAYED COMPENSATION	-	-	-	-	-	-	-	0.00%
FICA - REGULAR	9,291	13,351	14,651	13,882	14,923	6,844	8,079	54.14%
FICA - MEDICARE	2,173	3,122	3,427	3,247	3,490	1,601	1,889	54.13%
PERA	14,792	19,501	23,169	22,734	23,442	10,985	12,457	53.14%
HEALTH INSURANCE	36,933	39,519	42,186	47,669	47,149	24,727	22,422	47.56%
RETIREE INSURANCE	4,420	6,389	7,083	7,042	7,176	3,363	3,813	53.14%
UNEMPLOYMENT INS.	-	-	1,587	182	378	-	378	100.00%
WORKER'S COMP. ASSESSMENT	55	71	75	67	70	32	38	54.29%
WORKERS' COMP PREMIUMS	976	307	663	4,951	5,762	-	5,762	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>227,641</b>	<b>307,392</b>	<b>338,189</b>	<b>335,484</b>	<b>343,090</b>	<b>164,066</b>	<b>179,024</b>	<b>52.18%</b>
<b>OPERATING EXPENSES</b>								

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
MILEAGE REIMB.	405	-	55	-	-	-	-	0.00%
PER DIEM	998	-	625	-	-	-	-	0.00%
UNIFORM/LINEN	-	1,076	988	838	500	-	500	100.00%
EMPLOYEE TRAINING	490	587	1,420	75	200	-	200	100.00%
FUEL	2,532	6,287	4,552	2,971	5,700	1,805	3,895	68.33%
RENT OF EQUIPMENT			5,809	20,274	30,600	13,805	16,795	54.89%
POSTAGE & MAIL SERVICES	26,929	33,541	35,000	40,000	45,000	10,000	35,000	77.78%
PRINTING/PUBLISHING	-	1,961	5,275	5,585	7,500	3,506	3,994	53.25%
SUBSCRIPTION & DUES	3,904	8,050	28,260	43,491	40,000	23,865	16,135	40.34%
TELEPHONE	7,499	8,062	2,762	2,294	2,400	1,149	1,251	52.13%
UTILITIES	3,455	4,390	4,071	4,200	5,000	2,235	2,765	55.30%
SOFTWARE				8,534	15,000	8,848	6,152	41.01%
OFFICE SUPPLIES	9,982	7,823	3,710	1,944	5,000	2,249	2,751	55.02%
FIELD SUPPLIES	-	754	555	544	700	410	290	41.43%
NON-CAPITAL ITEMS	-	-	-	2,480	-	-	-	0.00%
SAFETY EQUIPMENT	776	916	450	342	400	-	400	100.00%
EQUIPMENT/MACHINERY	5,696	6,637	-	3,136	-	-	-	0.00%
MISC EXP	18,101	16,937	-	-	-	-	-	0.00%
PROPERTY LIABILITY INSURANCE	534	621	661	587	680	-	680	100.00%
GENERAL LIABILITY INSURANCE	1,954	2,049	2,410	651	2,500	-	2,500	100.00%
VEHICLE INSURANCE	1,039	847	996	1,161	2,500	-	2,500	100.00%
MAINTENANCE CONTRACTS	22,745	19,810	17,986	-	-	-	-	0.00%
MAINT. VEHICLE/FURNITURE/FIXTUR	724	1,506	498	1,870	1,000	622	378	37.80%
PROFESSIONAL SERVICES	988	-	-	-	-	-	-	0.00%
OTHER CONTRACTUAL SERVICES	797	404	-	-	1,300	-	1,300	100.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>109,548</b>	<b>122,258</b>	<b>116,083</b>	<b>140,977</b>	<b>165,980</b>	<b>68,494</b>	<b>97,486</b>	<b>58.73%</b>
<b>CAPITAL OUTLAY</b>								
CAPITAL EQUIPMENT/MACHINERY			-	-	-	-	-	0.00%
OTHER CAPITAL PURCHASES			-	-	-	-	-	0.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>-</b>	<b>0.00%</b>						
<b>502 UTILITY OFFICE TOTAL</b>	<b>337,189</b>	<b>429,650</b>	<b>454,272</b>	<b>476,461</b>	<b>509,070</b>	<b>232,560</b>	<b>276,510</b>	<b>54.32%</b>
<b>503 ELECTRIC DIVISION</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	277,605	257,878	294,787	350,970	386,360	191,055	195,305	50.55%
OVERTIME WAGES	13,938	11,180	15,929	14,380	20,000	6,242	13,758	68.79%
STANDBY WAGES	13,468	14,841	17,358	16,620	18,000	7,793	10,207	56.71%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
DELAYED COMPENSATION	-	-	-	-	12,955	720	12,235	94.44%
FICA - REGULAR	18,393	17,106	19,874	23,106	27,114	12,430	14,684	54.16%
FICA - MEDICARE	4,302	4,001	4,648	5,404	6,341	2,907	3,434	54.16%
PERA	26,421	24,167	28,356	33,855	37,863	18,720	19,143	50.56%
HEALTH INSURANCE	36,881	35,455	37,266	45,847	47,310	26,243	21,067	44.53%
RETIREE INSURANCE	7,997	7,888	8,710	10,364	11,591	5,742	5,849	50.46%
UNEMPLOYMENT INS.	-	-	2,305	181	2,305	-	2,305	100.00%
WORKER'S COMP. ASSESSMENT	67	62	48	67	80	39	41	51.25%
WORKERS' COMP PREMIUMS	7,301	4,567	6,220	8,401	9,112	-	9,112	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>406,373</b>	<b>377,145</b>	<b>435,501</b>	<b>509,195</b>	<b>579,031</b>	<b>271,891</b>	<b>307,140</b>	<b>53.04%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	-	-	-	-	-	-	-	0.00%
PER DIEM	998	979	504	-	-	-	-	0.00%
UNIFORM/LINEN	4,259	3,041	3,269	1,190	6,000	3,667	2,333	38.88%
EMPLOYEE TRAINING	4,142	2,190	3,191	2,934	5,000	1,249	3,751	75.02%
FUEL	6,302	5,854	5,355	13,070	16,160	9,726	6,434	39.81%
DIESEL FUEL	7,858	7,738	6,957	-	-	-	-	0.00%
REGULAR BUILDING MAINTENANCE			-	560	-	-	-	0.00%
RENT OF EQUIPMENT			463	1,158	1,800	804	996	55.33%
PRINTING/PUBLISHING	-	321	-	285	248	-	248	100.00%
DUES & SUBSCRIPTIONS	15,423	13,793	12,574	9,737	12,800	6,111	6,689	52.26%
TELEPHONE	1,140	1,154	2,376	3,452	4,000	1,465	2,535	63.38%
UTILITIES	69,153	83,570	73,528	77,572	86,600	44,631	41,969	48.46%
SOFTWARE				14,695	12,630	11,607	1,023	8.10%
OFFICE SUPPLIES	5,461	4,268	1,350	1,300	2,000	615	1,385	69.25%
FIELD SUPPLIES	8,332	12,005	10,885	159,389	300,000	124,968	175,032	58.34%
NON-CAPITAL EQUIPMENT	2,290	4,027	6,180	6,503	5,000	-	5,000	100.00%
SAFETY EQUIPMENT	10,128	12,427	8,355	12,146	13,500	4,702	8,798	65.17%
EQUIPMENT/MACHINERY	800	482	-	-	-	-	-	0.00%
GROSS RECEIPTS TAX	432,532	398,919	424,228	435,183	430,000	230,331	199,669	46.43%
FRANCHISE TAX	16,773	17,331	17,125	17,426	20,000	9,648	10,352	51.76%
PROPERTY LIABILITY INSURANCE	8,538	9,936	10,573	9,601	11,687	-	11,687	100.00%
GENERAL LIABILITY INSURANCE	19,544	20,488	24,097	6,586	26,571	-	26,571	100.00%
VEHICLE INSURANCE	22,821	16,737	24,977	14,566	32,935	-	32,935	100.00%
MAINT-REPAIRS GROUNDS/ROADWA	114,397	137,862	142,022	372,988	627,282	1,472	625,810	99.77%
MAINT.VEHICLE/FURN/FIXTURE/EQUI	16,442	12,733	22,380	31,714	39,840	3,979	35,861	90.01%
AUDIT CONTRACT				9,709	10,000	-	10,000	100.00%
PROFESSIONAL SERVICE/CONTRACT	-	26,792	-	141,862	100,777	28,967	71,810	71.26%
OTHER CONTRACTUAL SERVICES	84,751	86,518	82,537	26,628	42,025	6,122	35,903	85.43%
WHOLESALE POWER COSTS	3,287,004	3,362,511	3,420,716	3,493,588	3,800,000	1,916,521	1,883,479	49.57%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
<b>TOTAL OPERATING EXPENSES</b>	<b>4,139,088</b>	<b>4,241,676</b>	<b>4,303,642</b>	<b>4,863,842</b>	<b>5,606,855</b>	<b>2,406,585</b>	<b>3,200,270</b>	<b>57.08%</b>
<b>CAPITAL OUTLAY</b>								
BUILDING & STRUCTURES				56,626	143,400	-	143,400	100.00%
CAPITAL EQUIPMENT/MACHINERY/VEHICLES		171,188	302,270	181,269	-	-	-	0.00%
LAND ACQUISITION & IMPROVEMENT				-	17,975	17,974	1	0.01%
OTHER CAPITAL PURCHASES	393,518	326,426	346,701	867,442	-	-	-	0.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>393,518</b>	<b>497,614</b>	<b>648,971</b>	<b>1,105,337</b>	<b>161,375</b>	<b>17,974</b>	<b>143,401</b>	<b>88.86%</b>
<b>503 ELECTRIC DIVISION TOTAL</b>	<b>4,938,979</b>	<b>5,116,435</b>	<b>5,388,114</b>	<b>6,478,374</b>	<b>6,347,261</b>	<b>2,696,450</b>	<b>3,650,811</b>	<b>57.52%</b>
<b>504 WATER DIVISION</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	180,932	176,514	188,249	189,243	167,440	68,959	98,481	58.82%
TEMPORARY POSITIONS				-	-	-	-	0.00%
OVERTIME WAGES	23,206	25,224	17,164	15,684	25,000	18,324	6,676	26.70%
STANDBY WAGES	4,638	7,230	4,853	5,504	9,000	2,744	6,256	69.51%
DELAYED COMPENSATION	-	-	-	-	1,157	1,573	(416)	-35.96%
FICA - REGULAR	12,542	12,681	12,821	12,845	12,231	5,523	6,708	54.84%
FICA - MEDICARE	2,933	2,966	2,999	3,004	2,861	1,291	1,570	54.88%
PERA	16,729	15,070	16,441	16,140	16,001	6,381	9,620	60.12%
HEALTH INSURANCE	26,266	21,103	19,246	17,397	36,440	10,769	25,671	70.45%
RETIREE INSURANCE	5,071	4,802	4,439	4,259	4,898	2,146	2,752	56.19%
UNEMPLOYMENT INS.	-	-	1,523	182	297	-	297	100.00%
WORKER'S COMP. ASSESSMENT	41	37	55	57	55	18	37	67.27%
WORKERS' COMP PREMIUMS	9,502	6,511	4,517	3,855	10,000	-	10,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>281,860</b>	<b>272,138</b>	<b>272,307</b>	<b>268,170</b>	<b>285,380</b>	<b>117,728</b>	<b>167,652</b>	<b>58.75%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	685	131	183	-	500	-	500	100.00%
PER DIEM	2,438	1,117	827	-	-	-	-	0.00%
UNIFORM/LINEN	1,741	1,351	1,764	1,860	2,500	450	2,050	82.00%
EMPLOYEE TRAINING	1,385	550	6,082	1,185	4,000	430	3,570	89.25%
FUEL	7,650	6,844	6,734	16,153	18,979	10,470	8,509	44.83%
DIESEL FUEL	6,646	9,262	8,433	-	-	-	-	0.00%
RENT OF EQUIPMENT	-	-	620	14,418	5,000	1,427	3,573	71.46%
RENT OF LAND/BUILDING	-	-	-	-	2,200	-	2,200	100.00%
PRINTING/PUBLISHING	837	651	541	570	1,000	-	1,000	100.00%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
DUES & SUBSCRIPTIONS	9,126	10,217	12,360	3,519	2,500	-	2,500	100.00%
TELEPHONE	1,509	1,443	679	873	8,700	419	8,281	95.18%
UTILITIES	91,227	131,825	110,186	119,312	101,000	78,606	22,394	22.17%
WATER CONSERVATION	12,880	13,632	13,467	14,756	15,000	7,824	7,176	47.84%
SOFTWARE				14,503	13,800	11,994	1,806	13.09%
CHEMICALS/LABORATORY TESTING	89	3,743	3,646	-	550	523	27	4.91%
OFFICE SUPPLIES	975	878	1,268	2,055	3,000	221	2,779	92.63%
FIELD SUPPLIES	2,089	18,476	53,458	88,895	127,637	78,119	49,518	38.80%
NON-CAPITAL EQUIPMENT	-	4,564	3,817	4,848	3,500	1,862	1,638	46.80%
SAFETY EQUIPMENT	3,593	3,880	9,678	3,956	5,000	2,151	2,849	56.98%
MISC EXPENSE	2,098	-	-	-	-	2,325	(2,325)	0.00%
FRANCHISE TAX	2,900	2,989	2,809	4,139	3,000	-	3,000	100.00%
PROPERTY LIABILITY INSURANCE	8,538	9,936	10,573	9,601	11,130	-	11,130	100.00%
GENERAL LIABILITY INSURANCE	19,545	20,488	24,097	6,586	25,305	-	25,305	100.00%
VEHICLE INSURANCE	11,460	8,876	9,957	4,856	10,456	-	10,456	100.00%
GOVERNMENT GROSS RECEIPTS TA	40,005	39,598	38,897	59,076	41,111	31,853	9,258	22.52%
MAINT.-REPAIRS GROUNDS/ROADW	44,393	34,270	21,346	18,525	15,000	3,696	11,304	75.36%
MAINT & REPAIR VEHICLE	9,717	4,399	8,187	8,552	11,008	2,536	8,472	76.96%
MAINT. EQUIPMENT	2,649	3,580	753	1,979	26,380	516	25,864	98.04%
OTHER MAINT./WATER METERS	2,455	2,241	1,775	168	-	-	-	0.00%
EMERGENCY REPAIRS	-	-	17,443	102,874	45,000	34,818	10,182	22.63%
AUDIT CONTRACT				9,709	10,000	-	10,000	100.00%
PROFESSIONAL SERVICES	52,918	30,434	22,343	70,653	70,091	30,180	39,911	56.94%
OTHER CONTRACT SERVICES	630	-	-	-	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>340,178</b>	<b>365,375</b>	<b>391,923</b>	<b>583,621</b>	<b>583,347</b>	<b>300,420</b>	<b>282,927</b>	<b>48.50%</b>
<b>CAPITAL OUTLAY</b>								
CAPITAL EQUIPMENT/VEHICLES	79,000	48,938	73,050	95,542	-	-	-	0.00%
OTHER CAPITAL PURCHASES								
<b>TOTAL CAPITAL OUTLAY</b>	<b>79,000</b>	<b>48,938</b>	<b>73,050</b>	<b>95,542</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>504 WATER DIVISION TOTAL</b>	<b>701,038</b>	<b>686,451</b>	<b>737,280</b>	<b>947,333</b>	<b>868,727</b>	<b>418,148</b>	<b>450,579</b>	<b>51.87%</b>
<b>505 SOLID WASTE DIVISION</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	331,991	346,712	397,868	414,809	424,320	211,343	212,977	50.19%
PART TIME WAGES	-	-	-	-	-	-	-	0.00%
OVERTIME WAGES	1,646	2,737	1,408	919	4,500	300	4,200	93.33%
DELAYED COMPENSATION	-	-	-	-	409	138	271	66.26%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
FICA - REGULAR	19,711	20,636	23,584	24,357	26,587	12,409	14,178	53.33%
FICA - MEDICARE	4,610	4,826	5,516	5,697	6,218	2,902	3,316	53.33%
PERA	30,095	29,597	38,400	40,180	41,583	20,410	21,173	50.92%
HEALTH INSURANCE	63,857	68,082	76,756	92,628	97,481	46,917	50,564	51.87%
RETIREE INSURANCE	9,149	9,555	11,753	12,307	12,730	6,248	6,482	50.92%
UNEMPLOYMENT INS.	-	-	3,214	181	648	-	648	100.00%
WORKER'S COMP. ASSESSMENT	113	108	110	108	120	53	67	55.83%
WORKERS' COMP PREMIUMS	44,856	27,817	21,570	9,634	10,000	-	10,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>506,028</b>	<b>510,070</b>	<b>580,179</b>	<b>600,820</b>	<b>624,596</b>	<b>300,720</b>	<b>323,876</b>	<b>51.85%</b>
<b>OPERATING EXPENSES</b>								
WASTE DISPOSAL	262,176	333,807		-	-	-	-	0.00%
MILEAGE REIMB.	-	-	367	-	-	-	-	0.00%
PER DIEM	1,816	-	3,233	-	-	-	-	0.00%
UNIFORM/LINEN	3,228	2,936	3,891	3,259	5,000	141	4,859	97.18%
EMPLOYEE TRAINING	2,452	900	4,325	-	5,625	550	5,075	90.22%
FUEL	7,656	6,294	37,443	37,310	55,000	27,072	27,928	50.78%
DIESEL FUEL	30,518	30,385	-	-	-	-	-	0.00%
REGULAR BUILDING MAINT	2,486	2,173	68	2,973	38,000	4,400	33,600	88.42%
RENT OF EQUIPMENT			1,900	2,342	4,000	936	3,064	76.60%
POSTAGE			-	-	50	-	50	100.00%
PRINTING/PUBLISHING	-	324	-	575	1,000	-	1,000	100.00%
DUES & SUBSCRIPTIONS	10,380	20,393	18,124	800	1,000	550	450	45.00%
TELEPHONE	2,865	2,644	1,821	2,142	4,000	999	3,001	75.03%
REGULATED MATERIAL RECYCLING	-	-	14,543	-	-	-	-	0.00%
UTILITIES	6,530	16,438	14,543	25,630	25,000	7,688	17,312	69.25%
SOFTWARE LIC/SOFTWARE UPDATE				14,009	15,000	13,026	1,974	13.16%
OPERATING COST			2,282	2,447	2,500	1,717	783	31.32%
OFFICE SUPPLIES	3,788	444	955	1,987	3,000	330	2,670	89.00%
FIELD SUPPLIES	6,156	3,379	7,827	11,357	59,751	11,772	47,979	80.30%
NON-CAPITAL EQUIPMENT	-	200	12,596	28,784	5,000	199	4,801	96.02%
SAFETY EQUIPMENT	2,446	4,582	2,949	4,752	5,000	3,856	1,144	22.88%
EQUIPMENT/MACHINERY	422	447	-	-	-	-	-	0.00%
MISCELLANEOUS EXP	-	-	-	-	-	-	-	0.00%
WASTE DISPOSAL			685,182	726,797	800,000	388,351	411,649	51.46%
FRANCHISE TAX	4,750	4,980	5,292	5,593	5,000	2,912	2,088	41.76%
PROPERTY LIABILITY INSURANCE	8,538	9,936	10,573	9,601	11,130	-	11,130	100.00%
GENERAL LIABILITY INSURANCE	19,544	20,488	24,097	6,586	25,305	-	25,305	100.00%
VEHICLE INSURANCE	35,652	29,948	37,915	18,487	39,811	-	39,811	100.00%
GOVT GRT	63,465	66,258	80,124	84,799	74,836	44,330	30,506	40.76%
MAINTENANCE CONTRACTS	-	-	2,438	2,491	-	-	-	0.00%
MAINT-REPAIRS GROUNDS/ROADWAYS			48,009		28,670	211	28,459	99.26%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
MAINT. VEHICLE/FURNITURE/FIXTUR	58,142	51,685	-	83,374	122,000	47,091	74,909	61.40%
AUDIT CONTRACT				9,709	10,000	-	10,000	100.00%
PROFESSIONAL SERVICES - SOLID W	2,144	450	200	11,818	11,824	4,924	6,900	58.36%
CONTRACT SERVICES - SOLID WAST	630	-	28,932	30,954	47,016	24,847	22,169	47.15%
<b>TOTAL OPERATING EXPENSES</b>	<b>535,784</b>	<b>609,091</b>	<b>1,049,629</b>	<b>1,128,576</b>	<b>1,404,518</b>	<b>585,902</b>	<b>818,616</b>	<b>58.28%</b>
<b>CAPITAL OUTLAY</b>								
VEHICLES		40,121	207,931	238,983	239,841	-	239,841	100.00%
EQUIPMENT & MACHINERY					-	-	-	0.00%
OTHER CAPITAL PURCHASES	27,232	-	-	7,395	137,466	-	137,466	100.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>27,232</b>	<b>40,121</b>	<b>207,931</b>	<b>246,378</b>	<b>377,307</b>	<b>-</b>	<b>377,307</b>	<b>100.00%</b>
<b>505 SOLID WASTE DIVISION TOTAL</b>	<b>1,069,044</b>	<b>1,159,282</b>	<b>1,837,739</b>	<b>1,975,774</b>	<b>2,406,421</b>	<b>886,622</b>	<b>1,519,799</b>	<b>63.16%</b>
<b>506 WASTEWATER DIVISION</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	203,621	180,931	206,131	218,219	252,429	125,812	126,617	50.16%
PART TIME WAGES				-	-	-	-	0.00%
OVERTIME WAGES	17,306	21,288	22,752	16,329	20,000	8,587	11,413	57.07%
STANDBY WAGES	4,531	4,343	7,217	6,612	10,000	3,504	6,496	64.96%
DELAYED COMPENSATION	-	-	-	-	-	72	(72)	0.00%
FICA - REGULAR	13,762	12,436	14,074	14,274	16,672	8,207	8,465	50.77%
FICA - MEDICARE	3,218	2,909	3,292	3,338	3,899	1,919	1,980	50.78%
PERA	18,793	14,303	19,666	20,902	23,413	11,969	11,444	48.88%
HEALTH INSURANCE	14,853	25,913	45,896	50,348	50,864	25,743	25,121	49.39%
RETIREE INSURANCE	5,666	4,882	6,663	7,068	7,167	3,462	3,705	51.70%
UNEMPLOYMENT INS.	-	-	1,741	181	351	-	351	100.00%
WORKER'S COMP. ASSESSMENT	55	53	46	47	60	27	33	55.00%
WORKERS' COMP PREMIUMS	10,365	6,880	4,645	5,108	10,000	-	10,000	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>292,170</b>	<b>273,938</b>	<b>332,123</b>	<b>342,426</b>	<b>394,855</b>	<b>189,302</b>	<b>205,553</b>	<b>52.06%</b>
<b>OPERATING EXPENSES</b>								
MILEAGE REIMB.	137	131	-	-	500	-	500	100.00%
PER DIEM	297	2,464	340	-	-	-	-	0.00%
UNIFORM/LINEN	1,596	1,452	1,996	2,515	3,500	-	3,500	100.00%
EMPLOYEE TRAINING	1,015	1,931	1,416	1,029	1,500	260	1,240	82.67%
FUEL	5,951	7,930	7,746	7,826	13,003	5,631	7,372	56.69%
DIESEL FUEL	1,397	1,551	1,271	-	-	-	-	0.00%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
REGULAR BUILDING MAINTENANCE					-	-	-	0.00%
O & M PURCHASES	57,452	24,604	6,633		-	-	-	0.00%
RENT OF EQUIPMENT			1,568	-	8,936	-	8,936	100.00%
POSTAGE & MAIL SERVICES	262	144	198		-	-	-	0.00%
PRINTING / PUBLISHING	-	25	-	-	1,000	-	1,000	100.00%
DUES & SUBSCRIPTIONS	10,561	15,307	10,538	710	2,500	1,566	934	37.36%
TELEPHONE	2,164	2,709	2,513	4,071	4,500	2,145	2,355	52.33%
UTILITIES	109,712	133,178	115,231	97,935	126,000	13,564	112,436	89.23%
BUILDINGS/STRUCTURES	-	87	-		-	-	-	0.00%
SOFTWARE				14,701	13,548	12,482	1,066	7.87%
CHEMICALS/LABORATORY TESTING	49,427	52,878	41,462	7,419	7,500	5,322	2,178	29.04%
OFFICE SUPPLIES	3,698	1,773	713	126	2,500	833	1,667	66.68%
FIELD SUPPLIES	20,021	12,225	16,460	74,181	30,000	12,844	17,156	57.19%
NON-CAPITAL EQUIPMENT	1,670	2,764	7,866	11,643	7,000	4,497	2,503	35.76%
SAFETY EQUIPMENT	2,586	3,686	4,318	1,509	3,000	1,272	1,728	57.60%
EQUIPMENT/MACHINERY	6,499	437	-	-	-	-	-	0.00%
PROPERTY LIABILITY INSURANCE	9,071	10,557	11,234	9,601	11,813	-	11,813	100.00%
GENERAL LIABILITY INSURANCE	19,544	20,488	24,097	6,586	25,305	-	25,305	100.00%
VEHICLE INSURANCE	11,431	10,407	11,703	6,072	13,075	-	13,075	100.00%
GOVT GROSS RECEIPTS TAX	45,189	47,980	48,079	48,285	45,000	25,005	19,995	44.43%
MAINT. REPAIRS GROUNDS/ROADWAY	1,026	1,117	36		8,612	-	8,612	100.00%
MAINT. VEHICLE/FURNITURE/FIXTURES	3,614	7,652	4,517	4,656	18,473	9,015	9,458	51.20%
OTHER MAINT.	13,562	9,451	1,969		-	-	-	0.00%
EMERGENCY REPAIRS	-	-	-	22,177	9,136	-	9,136	100.00%
AUDIT CONTRACT				9,709	10,000	-	10,000	100.00%
PROFESSIONAL SERVICES	184,270	27,647	29,639	47,659	74,462	27,278	47,184	63.37%
OTHER CONTRACT SERVICES	630	-	-	6,835	37,495	-	37,495	100.00%
VILLAGE OF WILLIAMSBURG	25,035	45,587	35,243	42,259	40,000	25,576	14,424	36.06%
<b>TOTAL OPERATING EXPENSES</b>	<b>587,817</b>	<b>446,162</b>	<b>386,786</b>	<b>427,504</b>	<b>518,358</b>	<b>147,290</b>	<b>371,068</b>	<b>71.59%</b>
<b>CAPITAL OUTLAY</b>								
CAPITAL EQUIPMENT-VEHICLES	115,622	110,038	120,641	-	24,135	-	24,135	100.00%
OTHER CAPITAL PURCHASES				158,281	20,000	-	20,000	100.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>115,622</b>	<b>110,038</b>	<b>120,641</b>	<b>158,281</b>	<b>44,135</b>	<b>-</b>	<b>44,135</b>	<b>100.00%</b>
<b>506 WASTE WATER DIVISION TOTAL</b>	<b>995,609</b>	<b>830,138</b>	<b>839,550</b>	<b>928,211</b>	<b>957,348</b>	<b>336,592</b>	<b>620,756</b>	<b>64.84%</b>
<b>508 GOLF COURSE</b>								

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget
						12/31/2021		Remaining
								12/31/2021
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	-	-	70,569	89,752	100,118	48,730	51,388	51.33%
PART TIME WAGES		-	20,742	37,241	21,758	13,100	8,658	39.79%
TEMPORARY POSITIONS				-	-	-	-	0.00%
OVERTIME WAGES	-	-	-	2,150	2,121	2,120	1	0.05%
STANDBY WAGES	-	-	-	-	-	-	-	0.00%
DELAYED COMPENSATION	-	-	-	-	138	138	-	0.00%
FICA - REGULAR	-	-	5,661	8,007	7,689	3,973	3,716	48.33%
FICA - MEDICARE	-	-	1,324	1,873	1,798	929	869	48.33%
PERA	-	-	3,967	4,531	9,784	3,667	6,117	62.52%
HEALTH INSURANCE	-	-	44	51	14,709	55	14,654	99.63%
RETIREE INSURANCE	-	-	1,074	1,387	2,933	1,122	1,811	61.75%
UNEMPLOYMENT INS.	-	-	-	-	216	-	216	100.00%
WORKER'S COMP. ASSESSMENT	-	-	41	53	50	23	27	54.00%
WORKERS' COMP PREMIUMS	-	-	-	1,072	2,909	-	2,909	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>-</b>	<b>-</b>	<b>103,422</b>	<b>146,117</b>	<b>164,223</b>	<b>73,857</b>	<b>90,366</b>	<b>55.03%</b>
<b>OPERATING EXPENSES</b>								
EMPLOYEE TRAINING				750	-	-	-	0.00%
GAS & OIL	-	496	2,560	3,472	5,000	1,795	3,205	64.10%
DIESEL FUEL	751	1,490	1,306	-	-	-	-	0.00%
REGULAR BUILDING MAINT	-	146	415	500	-	-	-	0.00%
O&M PURCHASES		-	-	-	-	-	-	0.00%
RENT OF EQUIPMENT	-	3,867	13,728	13,027	18,000	6,386	11,614	64.52%
PRINTING/PUBLISHING			1,626	321	3,000	-	3,000	100.00%
SUBSCRIPTION & DUES	-	2,700	1,700	1,400	1,300	270	1,030	79.23%
TELEPHONE	-	1,086	1,245	8,324	9,000	4,089	4,911	54.57%
UTILITIES	10,535	10,757	15,803	16,387	22,000	7,066	14,934	67.88%
OFFICE SUPPLIES	-	-	615	-	3,000	58	2,942	98.07%
FIELD SUPPLIES	-	2,110	3,136	6,993	38,086	13,524	24,562	64.49%
NON CAPITAL EQUIPMENT	-	-	-	-	-	-	-	0.00%
NON CAPITAL ITEMS	-	1,997	5,365	974	4,000	-	4,000	100.00%
SAFETY EQUIPMENT	-	-	297	-	-	-	-	0.00%
MISC. EXPENSE (\$1 FEE IMPROVEME	20,712	1,884	-	-	-	-	-	0.00%
LEASE EQUIP. INSURANCE	-	-	-	-	-	-	-	0.00%
GOVT GROSS RECEIPTS TAX	1,201	1,480	1,707	2,478	2,000	1,651	349	17.45%
MAINTENANCE GROUNDS	-	8,883	9,405	9,782	-	-	-	0.00%
MAINTENANCE VEHICLE/EQUIP	-	2,049	7,544	14,333	414	239	175	42.27%
OTHER CONTRACT SERVICES	120,750	79,566	-	-	-	-	-	0.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>153,949</b>	<b>118,511</b>	<b>66,452</b>	<b>78,741</b>	<b>105,800</b>	<b>35,078</b>	<b>70,722</b>	<b>66.84%</b>

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
<b>CAPITAL OUTLAY</b>								
NON POTABLE WELLS								
OTHER CAPITAL EQUIPMENT			9,340	-	-	-	-	0.00%
CAPITAL IMPROVEMENT								
<b>TOTAL CAPITAL OUTLAY</b>	-		9,340	-	-	-	-	0.00%
<b>508 GOLF COURSE TOTAL</b>	<b>153,949</b>	<b>118,511</b>	<b>179,214</b>	<b>224,858</b>	<b>270,023</b>	<b>108,935</b>	<b>161,088</b>	<b>59.66%</b>
<b>509 MUNICIPAL AIRPORT</b>								
<b>PERSONNEL EXPENSES</b>								
FULL TIME WAGES	63,606	62,709	81,946	76,100	80,340	32,891	47,449	59.06%
PART TIME WAGES		-		-	-	-	-	0.00%
OVERTIME WAGES	2,535	2,129	1,678	2,324	3,000	1,545	1,455	48.50%
STANDBY WAGES	6,161	5,690	6,482	6,536	6,500	5,264	1,236	19.02%
DELAYED COMPENSATION	-	-	-	-	288	288	-	0.00%
FICA - REGULAR	4,326	4,213	5,352	5,100	5,570	2,458	3,112	55.87%
FICA - MEDICARE	1,012	985	1,252	1,193	1,303	575	728	55.87%
PERA	5,928	4,311	7,851	5,647	7,848	1,282	6,566	83.66%
HEALTH INSURANCE	10,241	10,402	15,448	10,909	9,144	1,134	8,010	87.60%
RETIREE INSURANCE	1,785	1,429	2,405	1,729	2,402	370	2,032	84.60%
UNEMPLOYMENT INS.	-	-	564	-	162	-	162	100.00%
WORKER'S COMP. ASSESSMENT	18	21	23	23	30	13	17	56.67%
WORKERS' COMP PREMIUMS	2,495	1,458	2,778	2,141	2,141	-	2,141	100.00%
<b>TOTAL PERSONNEL EXPENSES</b>	<b>98,107</b>	<b>93,347</b>	<b>125,779</b>	<b>111,702</b>	<b>118,728</b>	<b>45,820</b>	<b>72,908</b>	<b>61.41%</b>
<b>OPERATING EXPENSES</b>								
JET FUEL	68,376	61,989	80,679	65,786	60,000	59,288	712	1.19%
AVIATION FUEL	44,551	82,463	62,733	49,827	50,000	33,987	16,013	32.03%
CREDIT CARD PROCESSING FEES	4,070	4,641	4,983	4,221	5,000	4,140	860	17.20%
MILEAGE REIMB.	366	150	-	-	-	-	-	0.00%
PER DIEM	437	170	-	-	-	-	-	0.00%
UNIFORM/LINEN	-	-	261	810	3,000	1,324	1,676	55.87%
EMPLOYEE TRAINING	150	150	-	350	1,085	614	471	43.41%
FUEL	1,560	1,014	550	554	1,500	799	701	46.73%
RENT OF EQUIPMENT			621	21,695	21,480	10,285	11,195	52.12%
PRINTING & PUBLISHING	-	46	-	140	-	-	-	0.00%
DUES & SUBSCRIPTIONS	675	515	1,475	1,482	945	180	765	80.95%
TELEPHONE	5,391	5,451	6,292	5,589	5,741	2,602	3,139	54.68%
UTILITIES	13,052	13,395	12,558	11,820	16,200	7,054	9,146	56.46%

	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2021-22	2021-22
	Actual	Actual	Actual	Actual	Budget	Actual As of	Variance	% of Budget Remaining
						12/31/2021		12/31/2021
SOFTWARE				-	360	-	360	100.00%
LEASE OF PHILLIPS FUEL TANK	21,000	21,000	21,000	-	-	-	-	0.00%
CHEMICALS/LABORATORY TESTING	-	445	-			-	-	0.00%
OFFICE SUPPLIES	280	451	122	235	1,452	465	987	67.98%
FIELD SUPPLIES	151	146	1,702	3,238	2,618	1,233	1,385	52.90%
NON-CAPITAL EQUIP.	-	309	18,938	100	5,000	427	4,573	91.46%
SAFETY EQUIPMENT	80	957	-	-	1,600	-	1,600	100.00%
PROPERTY LIABILITY INSURANCE	4,271	5,208	5,504	9,083	9,148	4,161	4,987	54.51%
GENERAL LIABILITY INSURANCE	2,500	2,875	3,452	4,594	8,094	3,650	4,444	54.90%
VEHICLE INSURANCE	1,039	837	996	486	1,046	-	1,046	100.00%
GOVT GROSS RECEIPTS TAX	5,212	4,088	4,571	4,163	5,500	4,584	916	16.65%
MAINT. REPAIRS-GROUNDS/ROADWAYS			1,176		-	-	-	0.00%
MAINT. VEHICLE/EQUIP.	201	2,415	12,641	9,460	6,500	3,600	2,900	44.62%
PROFESSIONAL SERVICES				15,190	45,570	18,986	26,584	58.34%
OTHER CONTRACTUAL SERVICES	1,130	11,500	905		1,000	-	1,000	100.00%
<b>TOTAL OPERATING EXPENSES</b>	<b>174,492</b>	<b>220,215</b>	<b>241,159</b>	<b>208,823</b>	<b>252,839</b>	<b>157,379</b>	<b>95,460</b>	<b>37.76%</b>
<b>CAPITAL OUTLAY</b>								
CAPITAL EQUIPMENT	9,000			-	-	-	-	0.00%
<b>TOTAL CAPITAL OUTLAY</b>	<b>9,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>
<b>509 AIRPORT TOTAL</b>	<b>281,599</b>	<b>313,562</b>	<b>366,938</b>	<b>320,525</b>	<b>371,567</b>	<b>203,199</b>	<b>168,368</b>	<b>45.31%</b>
<b>TOTAL ENTERPRISE FUNDS</b>	<b>8,487,197</b>	<b>8,663,432</b>	<b>9,812,630</b>	<b>11,361,520</b>	<b>11,742,417</b>	<b>4,886,229</b>	<b>#####</b>	

# ATTACHMENT G

# Cash Report

## City of Truth or Consequences

Account Summary

Date Range: 07/01/2021 - 12/31/2021

	Beginning Balance	Total Activity	Ending Balance
<b>GENERAL FUND</b>			
GENERAL FUND	\$ 1,225,035.78	\$ 454,474.53	\$ 1,679,510.31
NM STO/ INVESTMENT (GENERAL FUND)	\$ 106,051.74	\$ 33.13	\$ 106,084.87
	<u>\$ 1,331,087.52</u>	<u>\$ 454,507.66</u>	<u>\$ 1,785,595.18</u>
<b>CAPITAL IMPROVEMENT FUNDS (CITY WIDE)</b>			
CAPITAL IMP. FUND (GENERAL)	\$ 85,258.71	\$ 42.22	\$ 85,300.93
CAPITAL IMP. FUND (JT. UTILITY)	\$ 270,614.06	\$ (179.10)	\$ 270,434.96
CD INVESTMENT EMERGENY REPAIR RESERV	\$ 41,814.23	\$ 104.88	\$ 41,919.11
EMERGENCY REPAIR RESERVES	\$ 117,064.31	\$ 6,309.95	\$ 123,374.26
	<u>\$ 514,751.31</u>	<u>\$ 6,277.95</u>	<u>\$ 521,029.26</u>

**NOTE: FUND 315-10136 BELOW IS USED TO SUPPORT OTHER CAPITAL FUNDS PENDING REIMBURSEMENT**

CD INVESTMENT CAPITAL IMPROV RESERV	\$ 1,046,971.82	\$ 2,626.25	\$ 1,049,598.07
CAPITAL IMPROVEMENTS RESERVES	\$ 850,470.39	\$ 251,317.06	\$ 1,101,787.45
LOAN PPRF-4968 TECHNOLOGY EQUIPMENT	\$ (68,510.44)	\$ 68,510.44	\$ -
LOAN PPRF-4968 BUILDING RENOVATION ROOFING	\$ (54,306.28)	\$ 54,306.28	\$ -
LOAN PPRF-4968 BUILDING RENOVATION HVAC SYSTEMS	\$ -	\$ (57,155.19)	\$ (57,155.19)
LOAN PPRF-4968 VEHICLES	\$ (35,000.00)	\$ 35,000.00	\$ -
LOAN PPRF-4968 RECREATIONAL PARKS	\$ (401,274.74)	\$ 401,274.74	\$ -
LOAN PPRF-4968 SWIMMING POOL IMPROVEMENTS	\$ (8,334.66)	\$ (36,404.23)	\$ (44,738.89)
NMFA PROJECTS WATER PER	\$ -	\$ (40,027.74)	\$ (40,027.74)
NMFA PROJECTS MSD ROADWAY REPLACEMENT	\$ -	\$ -	\$ -
NMFA PROJECTS RIVER WALK FEASIBILITY	\$ -	\$ (50,000.00)	\$ (50,000.00)
NMFA PROJECTS SEWER ASSET MGT PLAN	\$ -	\$ (50,000.00)	\$ (50,000.00)

	Beginning Balance	Total Activity	Ending Balance
WATER TRUST BOARD PROJECTS BOOSTER STATION	\$ -	\$ (26,605.73)	\$ (26,605.73)
OTHER STATE FUNDED VAC SEWER REHAB	\$ -	\$ -	\$ -
OTHER STATE FUNDED WATERLINE REPL	\$ -	\$ -	\$ -
OTHER STATE FUNDED AIRFIELD MAINT	\$ -	\$ -	\$ -
	<u>\$ 1,330,016.09</u>	<u>\$ 552,841.88</u>	<u>\$ 1,882,857.97</u>

#### CAPITAL PROJECTS AIRPORT FUNDS

NMDOT ELECTRICAL VAULT DESIGN	\$ (427.00)	\$ 695.57	\$ 268.57
RUNWAY PAVEMENT REHAB	\$ -	\$ 242.95	\$ 242.95
NM DOT Aviation Grant Cons.	\$ -	\$ (3,295.00)	\$ (3,295.00)
FAA AIRPORT FUND	\$ 20,889.02	\$ -	\$ 20,889.02
	<u>\$ 20,462.02</u>	<u>\$ (2,356.48)</u>	<u>\$ 18,105.54</u>

#### MISCELLANEOUS FUNDS

CD INVESTMENT HOT SPRING LAND DEVELOPMENT	\$ 101,816.10	\$ 128.36	\$ 101,944.46
PD BOND FUND	\$ 1,000.41	\$ -	\$ 1,000.41
CORRECTIONS FUND	\$ 16,220.59	\$ (2,700.00)	\$ 13,520.59
STATE FIRE FUND	\$ 374,001.56	\$ 388,036.14	\$ 762,037.70
LAW ENFORCEMENT PROTECTION FUND	\$ -	\$ 21,798.75	\$ 21,798.75
LODGERS TAX FUND	\$ 495,234.95	\$ 112,034.55	\$ 607,269.50
STREETS FUND	\$ 433,545.99	\$ 68,029.34	\$ 501,575.33
CAPITAL IMP. FUND (USDA Sweeper)	\$ 100.00	\$ (100.00)	\$ -
RECREATION FUND	\$ 5,355.73	\$ 2.20	\$ 5,357.93
AMERICAN RESCUE PLAN	\$ -	\$ 712,403.50	\$ 712,403.50
VETERANS WALL PERPETUAL CARE	\$ 1,150.00	\$ -	\$ 1,150.00
STATE LIBRARY FUND	\$ 3,649.37	\$ (1,272.30)	\$ 2,377.07
MUNICIPAL POOL	\$ 23,132.76	\$ 22,926.42	\$ 46,059.18
PD GRT FUND	\$ 808,220.33	\$ 149,664.28	\$ 957,884.61
PD CONFIDENTIAL FUND	\$ 6,795.92	\$ 2.93	\$ 6,798.85
POLICE DONATIONS FUND	\$ -	\$ 6,868.50	\$ 6,868.50
VETERANS WALL FUND	\$ 17,364.29	\$ (879.77)	\$ 16,484.52
SENIOR FUND	\$ 60,079.95	\$ -	\$ 60,079.95

<u>Beginning Balance</u>	<u>Total Activity</u>	<u>Ending Balance</u>
\$ 2,347,667.95	\$ 1,476,942.90	\$ 3,824,610.85

### IMPACT FEES FUNDS

IMPACT FEES WATER FUND	\$ 3,994.48	\$ 1.25	\$ 3,995.73
Cash-IMPACT WW DENNIS MURATI	\$ 1,802.14	\$ 0.27	\$ 1,802.41
Cash-IMPACT WW JAMES LEWIS	\$ 1,802.14	\$ 0.27	\$ 1,802.41
Cash-IMPACT WW NM VETERANS HOME	\$ 101,512.68	\$ 25.58	\$ 101,538.26
Cash-IMPACT WW LEWIS & JANET KERN	\$ 2,203.13	\$ 0.41	\$ 2,203.54
Cash-IMPACT WW ROBERT UNO MAKI	\$ 1,351.29	\$ 0.20	\$ 1,351.49
Cash-IMPACT WW ALEXANDER ANDRASSY	\$ 1,050.98	\$ 0.18	\$ 1,051.16
Cash-IMPACT WW WALTER PUCCI	\$ 2,702.23	\$ 0.41	\$ 2,702.64
Cash-IMPACT WW FIRST SAVINGS BANK	\$ 450.00	\$ -	\$ 450.00
Cash-IMPACT WW MARCIA MOHR	\$ 600.00	\$ -	\$ 600.00
Cash-IMPACT WW R&N APARTMENTS, LLC	\$ 5,402.88	\$ 0.81	\$ 5,403.69
Cash-IMPACT WW KARON MORGAN	\$ 300.00	\$ -	\$ 300.00
Cash-IMPACT WW CIELO VISTA LLC	\$ 6,302.69	\$ 0.97	\$ 6,303.66
Cash-IMPACT WW WHITE SANDS FED CU	\$ 1,464.79	\$ 0.23	\$ 1,465.02
	<u>\$ 130,939.43</u>	<u>\$ 30.58</u>	<u>\$ 130,970.01</u>

### ENTERPRISE FUNDS

#### AIRPORT FUND

AIRPORT FUND	<u>\$ 40,741.28</u>	<u>\$ (1,130.88)</u>	<u>\$ 39,610.40</u>
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#### CEMETARY

CEMETERY FUND	<u>\$ 39,663.55</u>	<u>\$ 3,547.64</u>	<u>\$ 43,211.19</u>
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#### ELECTRIC DEPARTMENT

ELECTRIC	\$ 1,252,477.04	\$ (201,784.86)	\$ 1,050,692.18
CD INVESTMENT ELECTRICAL CONST RESE	\$ 86,541.71	\$ 795.84	\$ 87,337.55
ELECTRICAL CONST RESERVES	\$ 8,126.19	\$ 5,004.72	\$ 13,130.91
	<u>\$ 1,347,144.94</u>	<u>\$ (195,984.30)</u>	<u>\$ 1,151,160.64</u>

	Beginning Balance	Total Activity	Ending Balance
<b>FLEET MAINTENANCE</b>			
INTERNAL SERVICE FUND (FLEET MAINT)	\$ 28,141.75	\$ (13,004.91)	\$ 15,136.84
<b>GOLF COURSE</b>			
GOLF COURSE FUND	\$ 24,339.83	\$ 25,998.68	\$ 50,338.51
GOLF COURSE IMP FUND	\$ 16,454.20	\$ (764.00)	\$ 15,690.20
	<u>\$ 40,794.03</u>	<u>\$ 25,234.68</u>	<u>\$ 66,028.71</u>
<b>SOLID WASTE/SANITATION DEPARTMENT</b>			
SOLID WASTE	\$ 1,132,867.20	\$ (47,432.02)	\$ 1,085,435.18
SOLID WASTE FUND	\$ 20.09	\$ -	\$ 20.09
NM STO/ INVESTMENT SOLID WASTE	\$ 424,206.95	\$ 132.54	\$ 424,339.49
	<u>\$ 1,557,094.24</u>	<u>\$ (47,299.48)</u>	<u>\$ 1,509,794.76</u>
<b>UTILITY DEPARTMENT</b>			
UTILITY OFFICE	\$ 44,839.58	\$ 35,652.57	\$ 80,492.15
<b>WATER DEPARTMENT</b>			
WATER	\$ 521,181.54	\$ 97,476.16	\$ 618,657.70
CD INVESTMENT R&R WATER #06380	\$ 129,217.80	\$ 162.01	\$ 129,379.81
	<u>\$ 650,399.34</u>	<u>\$ 97,638.17</u>	<u>\$ 748,037.51</u>
<b>WASTE WATER DEPARTMENT</b>			
WASTE WATER	\$ 518,185.40	\$ 168,010.06	\$ 686,195.46
CD INVESTMENT R&R SEWER #06372	\$ 146,230.63	\$ 183.35	\$ 146,413.98
CD INVESTMENT WASTE WATER REPAIR RE	\$ 104,700.17	\$ 262.64	\$ 104,962.81
CAPITAL IMP. FUND (USDA WWTP)	\$ 40,042.42	\$ -	\$ 40,042.42
WASTE WATER REPAIR RESERVES	\$ 109,918.80	\$ 9,534.07	\$ 119,452.87
	<u>\$ 919,077.42</u>	<u>\$ 177,990.12</u>	<u>\$ 1,097,067.54</u>
<b>DEBT SERVICE FUNDS</b>			
PLEDGE STATE/DEBT SERVICE FUND	\$ 112,934.23	\$ 46,668.49	\$ 159,602.72
CD INVESTMENT PLEDGE #06349	\$ 597,280.89	\$ 748.88	\$ 598,029.77
CWPA TORC 8 OPERATING	\$ 7,439.18	\$ 7,064.10	\$ 14,503.28

	<b>Beginning Balance</b>	<b>Total Activity</b>	<b>Ending Balance</b>
PPRF-5198 OPERATING	\$ 20,195.87	\$ 57,471.68	\$ 77,667.55
CWPA TORC 18 OPERATING	\$ 2,009.73	\$ 4,143.70	\$ 6,153.43
CWPA TORC 19 OPERATING	\$ 21,670.12	\$ 31,432.11	\$ 53,102.23
CWPA TORC 21 OPERATING	\$ 7.69	\$ 28,342.56	\$ 28,350.25
CWPA TORC 8 RESERVE	\$ 15,948.44	\$ 102.08	\$ 16,050.52
PPRF-5198 RESERVE	\$ 113,489.94	\$ 726.41	\$ 114,216.35
CWPA TORC 18 RESERVE	\$ 8,721.04	\$ 55.81	\$ 8,776.85
CWPA TORC 19 RESERVE	\$ 95,984.54	\$ 614.36	\$ 96,598.90
PPRF-4967 OPERATING	\$ 21,386.92	\$ 61,191.82	\$ 82,578.74
PPRF-4968 OPERATING	\$ 46,178.35	\$ 123,571.85	\$ 169,750.20
PPRF-4968 RESERVE	\$ 254,246.53	\$ 1,627.35	\$ 255,873.88
PPRF-4968 PROGRAM FUNDS	\$ 1,021,119.23	\$ 330.01	\$ 1,021,449.24
PPRF-4967 RESERVE	\$ 51,452.22	\$ 329.32	\$ 51,781.54
PPRF-4895 OPERATING	\$ 9,082.34	\$ 10,477.19	\$ 19,559.53
PPRF-4895 PROGRAM FUNDS	\$ -	\$ -	\$ -
	<u>\$ 2,399,147.26</u>	<u>\$ 374,897.72</u>	<u>\$ 2,774,044.98</u>
<b>TOTAL CASH BALANCES</b>	<b>\$ 12,741,967.71</b>	<b># \$ 2,945,785.82</b>	<b># \$ 15,687,753.53</b>



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 9, 2022

Agenda Item #: I.4

**SUBJECT:** Review/Approve Memorandum of Understanding between the Truth or Consequences Police Department and the United States Marshal's Office.

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** January 31, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Seeking Commission approval to enter into a Memorandum of Understanding between the Truth or Consequences Police Department and the United States Marshal's Office.

**Recommendation:**

**Approval of MOU.**

**Attachments:**

- Memorandum of Understanding for Non-Federal Agencies and Use of Body-Work Cameras by Federally Deputized Task Force Officers

**Fiscal Impact (Finance):** No

**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 02-09-2022

**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**

Rev. 06/2021

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the **Truth Or Consequences Police Department** and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief

Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per DOJ Policy dated October 29, 2020, Body Worn Cameras (BWC) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force.

A partner agency must formally request to participate in the TFO BWC program and, upon approval, comply with all DOJ and USMS policies, procedures, documentation, and reporting during their participation. Moreover, pursuant to the DOJ BWC Policy, the USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force, and provide all partner agencies with a copy of the DOJ BWC Policy. That information will be provided separately. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. Further, pursuant to the Deputy Attorney General's Memorandum issued June 7, 2021 ("Body-Worn Camera Policy"), DOJ law enforcement components have been directed to initiate a body-worn camera program for their respective agencies. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM-210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. RFTF/VOTF records and documents, including reports on RFTF/VOTF activity prepared in cases assigned to TFOs, will be maintained in USMS electronic records and/or paper case files. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request. This section does not preclude the necessity of individual TFOs completing forms required by their employing agency. However, reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, or authorized TFO BWC recordings during RFTF/VOTF operations, and any TFO's task force related email or text exchanges are deemed federal records under the control and purview of USMS, regardless of where these records are generated or kept. If an applicable state records law mandates the disclosure of task force records, the parent agency must coordinate with the USMS prior to any proposed disclosure. If information developed during a RFTF/VOTF investigation is included in such a form, the TFO's

department will maintain the information as an agent of the RFTF/VOTF. Documents containing information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques shall not be released outside of the USMS unless approved by the Office of General Counsel.

No information related to RFTF/VOTF activities may be disseminated at any time to any third party (including a non-task force law enforcement officer, other law enforcement agency, or prosecutor's office) by any task force member without the express permission of the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This prohibition applies to formal and informal communications, as well as reports, memoranda, or other records compiled during the course of RFTF/VOTF operations. This prohibition also applies to information conveyed in the course of testimony. All requests for task-force related testimony requires compliance with the DOJ Touhy Regulations, 28 C.F.R. § 16.21, et seq. TFOs receiving requests to testify in federal or state court must notify the Office of General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF will read and adhere to the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(ies). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any

other participating agency. Nothing herein waives, limits, or modifies any party's sovereign rights or immunities under applicable law.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: NM-D VOTF**

**UNITED STATES MARSHAL or RFTF COMMANDER:**

**Print Name:** Sonya K. Chavez

**Signature:** Sonya K. Chavez Digitally signed by Sonya K. Chavez  
Date: 2022.01.12 14:50:16 -07'00'

**Date:** \_\_\_\_\_

**PARTNER AGENCY:**

**Name:** Truth Or Consequences Police Department

**Location (City, State):** Truth or Consequences, NM

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** Victor J. Rodriguez Chief of Police

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:** Richard Kelly

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_



U.S. Department of Justice  
Washington, D.C.

## USE OF BODY-WORN CAMERAS BY FEDERALLY DEPUTIZED TASK FORCE OFFICERS

The Department of Justice (Department or DOJ) permits the use of body worn cameras (BWCs) by task force officers (TFOs) on federal task forces. This policy provides the parameters for the use of BWCs by TFOs to the extent that a state or local law enforcement agency<sup>1</sup> requires their use by its officers during federal task force operations. DOJ law enforcement agencies may issue internal standard operating procedures to implement TFO use of BWCs consistent with this policy.<sup>2</sup> For purposes of this policy, the term, "TFO BWC recordings," refers to audio and video recordings and associated metadata from TFO BWCs made while the TFO is working under federal authority, including state and local warrants adopted by a federal agency.

### I. BACKGROUND

The Department of Justice partners with state and local law enforcement agencies throughout the nation on joint task forces. This relationship is vitally important to the Department and its mission to protect our communities. Several of these participating state and local agencies have implemented internal policies mandating the use of BWCs and have requested that their officers wear BWCs while conducting planned arrests and

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<sup>1</sup> This policy applies equally to tribal and territorial law enforcement agencies.

<sup>2</sup> This policy provides Department components with internal direction. It is not intended to, does not, and may not be relied upon to create any substantive or procedural rights enforceable at law by any party in any civil or criminal matter.

searches during federal task force operations. Some state and local agencies, however, do not equip their officers with BWCs. To the extent state and local law enforcement agencies mandate BWCs for TFOs while engaged in federal task force operations, the Department will permit federally deputized TFOs from those agencies to use their BWCs under the following circumstances.

## II. USE OF BODY WORN CAMERAS DURING FEDERAL TASK FORCE OPERATIONS

Unless subject to specific exceptions below, TFOs employed by a law enforcement agency that mandates the use of BWCs on federal task forces may wear and activate their recording equipment for the purpose of recording their actions during task operations<sup>3</sup> only during: (1) a planned attempt to serve an arrest warrant or other planned arrest; or, (2) the execution of a search warrant.<sup>4</sup> TFOs are authorized to activate their BWCs upon approaching a subject or premises, and must deactivate their BWCs when the scene is secured as determined by the federal supervisor on the scene as designated by the sponsoring federal agency. For purposes of this policy, the term "secured" means that the scene is safe and under law enforcement control. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer. TFOs are prohibited from recording: (1) undercover personnel; (2) confidential informants or confidential sources; (3) on-scene witness interviews prior to or after the operation; (4)

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<sup>3</sup> TFOs are authorized to wear and activate their recording equipment in accordance with this policy anywhere they are authorized to act as a police or peace officer under state, local, territorial or tribal law.

<sup>4</sup> For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.

personnel using specialized or sensitive investigative techniques or equipment; or (5) on-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to or after the operation. TFOs are prohibited from activating their BWC if the TFO is using specialized or sensitive investigative techniques, operating in a sensitive area, or working in an undercover or covert status on behalf of the federal task force or federal agency as determined by the federal agency sponsoring the task force. Subject to the discretion of the federal agency sponsoring the task force, TFOs generally shall not use their BWCs to record any activities related to investigations involving public corruption, medical facilities, national security, or other sensitive investigations. The Department's policy of permitting the limited use of BWCs on task forces does not apply to highly specialized or sensitive operations or groups as determined by the federal agency sponsoring the task force.

### III. STORAGE OF TASK FORCE OFFICER BODY WORN CAMERA RECORDINGS IN FEDERAL TASK FORCE OPERATIONS

The TFO activating a BWC during federal task force operations is responsible for downloading, or having his/her parent agency personnel download, the resulting TFO BWC recordings. Once the TFO BWC recording is downloaded, it shall be placed onto external media (e.g., DVD, hard drive, etc.), or another mutually agreeable delivery mechanism, and promptly provided to the federal task force. The TFO parent agency will provide to the sponsoring federal agency a recording that qualifies as a "duplicate" under Federal Rule of Evidence 1001(e).<sup>5</sup> The federal agency sponsoring the task force shall

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<sup>5</sup> Under Fed. R. Evid. 1001(e), "[a] 'duplicate' means a counterpart produced by a mechanical, photographic, chemical, electronic, or other equivalent process or technique that accurately reproduces the original."

maintain the TFO BWC recording from the TFO as appropriate in the federal agency's files.

#### IV. FEDERAL RECORDS

All TFO BWC recordings made during federal task force operations, including such recordings retained by the TFO's parent agency and/or in the possession of any third party engaged by the parent agency to store or process BWC recordings, shall be deemed federal records of the Department and the federal agency sponsoring the task force pursuant to the Federal Records Act. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning any disclosure or dissemination; and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination. Nothing in this policy shall be deemed to provide a right of public access to TFO BWC recordings. TFO BWC recordings are controlled by, and the property of, the Department and will be retained and managed by the federal agency sponsoring the task force. The federal agency sponsoring the task force is responsible for considering requests to release TFO BWC recordings. These records cannot be disseminated without the written permission of the Department, subject to the following exceptions:

##### A. Internal Dissemination

The TFO's parent agency is authorized to use TFO BWC recordings for internal investigations of its personnel consistent with the parent agency's policies and

procedures, but may not disseminate the BWC recording outside the parent agency or for public release without the written permission of the Department. The parent agency shall provide written notification to the sponsoring federal agency prior to any internal review.

#### B. Expedited Public Release

If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFO's parent agency shall notify the sponsoring federal agency<sup>6</sup> and the United States Attorney as early as possible if it desires to publicly release the TFO's BWC recording(s). The sponsoring federal agency and the United States Attorney will expeditiously review the recording(s) and provide official concurrence with public release as soon as practical, unless there are specific and compelling circumstances justifying an objection to public release that cannot be resolved by redaction or other means. Upon official concurrence, the TFO's parent agency may immediately release the recording(s) with any agreed-upon redactions, giving as much advance notice as possible to the sponsoring federal agency and United States Attorney as to the time and manner of its release.

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<sup>6</sup> The notification may be to the Special Agent in Charge (SAC) of the federal agency sponsoring the task force or, in the case of United States Marshals Service-led task forces, the local United States Marshal and the Assistant Director (AD) / Investigative Operations Division (IOD) of the U.S. Marshals Service, and any discussions, negotiations, and concurrence may be made by the SAC or, in the case of the US Marshals Service, the local US Marshal and AD/IOD, after appropriate consultation within their agency.

## V. MEMORIALIZATION

Subject to the guidance set forth in this policy, the SAC of the sponsoring federal law enforcement agency or, in the case of United States Marshals Service-led task forces, the Assistant Director of the Investigative Operations Division, is responsible for memorializing any agreement with a state and local law enforcement agency on the use of BWCs by federally deputized TFOs during federal task force operations. Upon notification to the United States Attorney, the SAC or AD/IOD shall execute a Memorandum of Understanding (MOU), or addendum to a preexisting MOU, prior to use of BWCs by TFOs that sets forth the details for the use of BWCs by TFOs on the task force consistent with this policy. Prior to entering into any agreement, the TFO's parent agency shall provide to the federal agency sponsoring the task force the details regarding the BWC system and cameras, including the details of any system protections, to the satisfaction of the federal agency, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies. This MOU shall make clear that TFO BWC recordings, including such recordings residing in the state/local agency's BWC system or other copies retained by the agency and/or in the possession of any third party engaged by the agency to store or process BWC recordings, are deemed to be federal records, subject to federal retention and information access laws, regulations, policies, and procedures. The federal agency sponsoring the task force will ensure that all participating agencies are informed of which participating agencies, if any, mandate BWC use by their respective TFOs, and provide all participating agencies with this policy.