

*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](http://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 23, 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 of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle, Sanitation Director Andy Alvarez, and Chief of Police Victor Rodriguez
2. Recognition of those who donated to the Toyz for Kidz Event. Denise Addie

### 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, February 9, 2022
2. Acknowledge Regular Planning & Zoning Commission Minutes, January 6, 2022
3. Take-home vehicle forms for the Police Department and Parks Department.

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 48 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Publication of Ordinance No. 728 authorizing the sale of Real Property (Section 33, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Publication of Ordinance No. 729 authorizing the sale of Real Property (Section 35, Township 13 South, Range 4 West) Pursuant to Section 3-54-1 NMSA 1978; Sale of Real Property. Traci Alvarez, Assistant City Manager

H. NEW BUSINESS

1. Discussion/Action: Approval of Task Order No. 111721 with Wilson and Company for Roadway & Drainage Improvements for Main Street District (MSD) Waterline Project 5192 CIF (Colonias Infrastructure Fund). Traci Alvarez, Assistant City Manager.
2. Discussion/Action: Approval of Engineering Services Agreement with Wilson and Company for the Cantrell Dam Project WPF 5442 (Water Project Fund). Traci Alvarez, Assistant City Manager.
3. Discussion/Action: Presentation and consideration of the MainStreet Truth or Consequences Branding Logo. Kara Fresquez MainStreet Truth or Consequences
4. Discussion/Action: Accept recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment at 1616 N. Riverside. Traci Alvarez, Assistant City Manager
5. Discussion/Action: Accept recommendation from the Planning & Zoning Board to approve the Summary Plat Amendment and Variance at 101 Austin. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
7. Discussion/Action: Review and approval of a new Promotions and Specialty Positions Policy for the Police Department. Victor Rodriguez, Chief of Police
8. Discussion/Action: Consideration of the appointment of a Governing Body Board Member to serve as a representative on the Jornada Resource Conservation & Development Council. City Manager Swingle

I. EXECUTIVE SESSION

1. Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8).

J. RETURN TO REGULAR SESSION; ACTION (if any)

1. Purchase, Acquisition, or Disposal of Real Property (various properties) pursuant to 10-15-1(H.8).

K. 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 noon on Tuesday, February 22, 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 March 9, 2022**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item #: C.1

**SUBJECT:** Presentation of Service Anniversary Awards.  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** February 3, 2022  
**SUBMITTED BY:** Alona Niebergall  
**WHO WILL PRESENT THE ITEM:** City Manager Swingle and department supervisor

**Summary/Background:**

Maribel Martinez – 7 years

Carmen Howell – 4 years

**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 2-23-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item #: C.2

**SUBJECT:** Recognition of those who donated to the Toyz for Kidz Event.  
**DEPARTMENT:** Clerk's Office  
**DATE SUBMITTED:** February 18, 2022  
**SUBMITTED BY:** City Clerk Torres  
**WHO WILL PRESENT THE ITEM:** Denise Addie

**Summary/Background:**

Presentation by Denise Addie.

**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 2-23-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Regular Minutes, February 9, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** February 18, 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 2-23-2022

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, FEBRUARY 9, 2022**

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Pro-Tem 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 Pro-Tem  
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  
Traci Alvarez, Assistant City Manager  
Jay Rubin, City Attorney  
Angela A. Torres, City Clerk-Treasurer  
Victor Rodriguez, Chief of Police  
Carol Kirkpatrick, Finance Director

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

**2. SILENT MEDITATION:**

Mayor Pro-Tem Forrister called for fifteen seconds of silent meditation.

**3. PLEDGE OF ALLEGIANCE:**

Mayor Pro-Tem Forrister called for Commissioner Harrelson to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

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

**C. PRESENTATIONS (10 Minutes):**

**1. Presentation: Certificate of Appreciation to Denise Addie and her group for the Toyz for Kidz Event:**

Mayor Forrister presented a certificate to Denise Addie and her group for the Toyz for Kidz Event that supplied 584 gifts, and 157 bikes to children in our community.

**2. Presentation of City of Truth or Consequences Employee Service Anniversary Awards:**

City Manager Swingle and Finance Director Carol Kirkpatrick presented an Employee Service Anniversary Award to Kerin Salcedo for 14 years of service with the City of Truth or Consequences.

City Manager Swingle and Chief of Police Victor Rodriguez presented an Employee Service Anniversary Award to Anthony Zagorski for 9 years of service with the City of Truth or Consequences.

City Manager Swingle and Community Development Director OJ Hechler presented an Employee Service Anniversary Award to Tara Manning for 2 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Tammy Gardner for 5 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award for Henry Flores for 2 years of service with the City of Truth or Consequences. Mr. Flores unfortunately could not attend the meeting.

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

Diane Lombardo and Majie Powey presented a community Cat Trap-Neuter-Return (TNR) program. (Complete copy made a part hereof and attached hereto).

Majie Powie explained that the purpose of this presentation is for the request to have a portion of the proposed Animal Ordinance include language that feral cats being fed by a community member will be considered community cats, and that they will be trapped, spayed/neutered, and released back into the community due to the fact that most of the time feral kittens are tamable and make great pets. In 2015 Deb Peters got a call from the Recycling Center because somebody had dumped a bag of trash that had 9 kittens in it. There were 9 kittens in the bag, and 8 were dead. Deb called her (Majie) to see if she could take the kitten. She did, and after a few weeks the kitten was back to health. She feels that it is worth saving these cats and their kittens if possible.



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

Guides/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

© 2022 Alley Cat Allies. All rights reserved. Alley Cat Allies is a 501(c)3 organization.





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.

© 2022 Alley Cat Allies. All rights reserved. Alley Cat Allies is a 501(c)3 organization.



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 Amayzing 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 COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

Robbin Brudski with Sierra County Animal Rescue Society explained that they have an agreement with the city that allows them to spay and neuter, and give rabies vaccinations to every cat that comes into the Animal Shelter. Last year they did 390 un-owned cats, and those were either shelter housed, community cats, or cats in foster care that were being groomed to go to rescues. So far this year they have done 58 cats. They define "community cats" as those roaming in a particular neighborhood that are being fed by individuals in the neighborhood. Once males are neutered, they stop prowling, and howling at night, and they stop marking their territory by spraying everything. Therefore, just getting the males done helps a lot, and then the females stop having kittens. They have been sponsoring spay and neuter community cats for the express purpose of reducing the number of animals that are taken to the shelter.

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

Rick Dumiak addressed the Commission with comments related to smart meters. (Complete copy attached hereto and made a part hereof).

Didi Shoen addressed the Commission with comments related to:

1. She is in support of the proposed Animal Ordinance because she is concerned with the cows that are freely roaming around within the city. She would like to know if there is something that can be done about that.

Diane Lombardo addressed the Commission with comments related to a Trap-Neuter-Return (TNR) program. (Complete copy attached hereto and made a part hereof).

Roberta Barnes addressed the Commission with comments related to:

- (1) She is in support of the proposed Animal Control Ordinance.

Alan Hansen Beg addressed the Commission with comments related to:

- (1) He reported on the upcoming Disc Golf Tournament that will take place on February 26, 2022 at the City Golf Course. He feels that it will be a great event for our community.

Jeff Barbour addressed the Commission with comments related to:

- (1) He is in support of the proposed Animal Control Ordinance.

Kathy Lunenburg addressed the Commission with comments related to:

- (1) She is in support of the proposed Animal Control Ordinance because when feral cats are released back into the neighborhoods, they affect those who are allergic to cats.

Commissioner Mitchell read a comment submitted by Alan Edmonds (Complete copy attached hereto and made a part hereof).

I am writing to give support to a feral cat Trap Neuter and Release Program (TNR) for Truth or Consequences. A well-run program can effectively stop all feral cat problems in a given area.

#### The Program:

- Feral Cats are humanely trapped and delivered to a site where they will be processed. Usually, volunteers do the trapping in their neighborhood and either know of someone or are willing to care for the cats once the procedure is finished.
- The cats are processed by being
  - Anesthetized
  - Tested for life-long lethal diseases (FeLv/ FIA, or what the diseases are in the area) if they test positive, they are euthanized so they do not pose a threat to all the other cats they would have come into contact with.
  - Healthy cats are then spayed or castrated/neutered
  - One ear of the sterilized cat is notched so if that cat is trapped in the future, it can simply be released

#### The Advantages:

- This program will work amazingly well because the cat population in each given neighborhood stabilizes and any encroaching new cats will be chased off. As the cats die, they will be replaced by new cats with ears that are not notched who will go into the TNR program
  - Further the stable population has a ready source of food and water so there is no reason for the cats to hunt or in their wanderings run into other cats and mark territory, in fact the cats tend to get fat and generally lay around and sleep, waiting for their next meal. Given the choice cats will sleep about 18 hours a day

#### Who are the volunteers:

- People who love cats and are willing to coordinate the trapping process with the TNR veterinary service and care for them by offering:
  - Food
  - Water
  - Sleeping places (warm in winter and shaded in summer)

#### The Disadvantage (only one):

- Money!
- There are grants out there, I do not know where but there may be people in the city with that skill or the investment in a grant person would be very worth the price.



### Alternatives:

- Kill them all! Nope- It will never work, you can never kill them all and the boomerang effect will you in a worse situation. It will create a vacuum of cats and all it takes is a few have the problem we have today and worse after about 2 – 3 years. Nature abhors a vacuum. It's been tried and it does not work
- Do nothing and hope things get better. They won't. Cats "breed like rabbits"

### What's it like to be a wild feral cat:

- A feral cat is always at risk of:
  - Females breeding every spring and fall struggling to find food and shelter and feeding their many young
  - Kittens trying to figure out how to survive
  - Males fighting and marking territory with strong urine (neutered males do not have the strong-smelling urine and obviously have no reason to fight)
  - They are all subject to death by dogs, disease, cars, malicious people, wild animals, freezing, dehydration, starving and I am sure there are lots more threats I am unaware of for a miserable life and then death

My name is Laura Van Dyne and I live at 409 Kopra. I have retired and have lived here for the last 6 years and intend to finish my life here. I am aware of the Sierra County Animal Rescue Society and have donated \$400 to their TNR program in 2021 and would donate more if I could afford it.

I am a dog lover and owner and was a Canine Behavioral Consultant who was on the Board of Directors of Colorado Animal Rescue in Glenwood Springs, Colorado. I was involved in the TNR program that was instigated in Carbondale and seen the town go from what we have here today to a town with only a few cat issues. It is not a quick fix but over time, with dedication and great volunteers it does work, if you research the problem, you will find that TNR is the ONLY thing that really works.

## T or C Public Comment

---

**From:** Alan Edmonds <alan@apnm.org>  
**Sent:** Tuesday, February 08, 2022 2:54 PM  
**To:** T or C Public Comment  
**Subject:** Comment for Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals

Dear Commissioners, Mr. Mayor, and Truth or Consequences City officials:

Animal Protection New Mexico is a statewide animal advocacy group that has been in existence over 40 years and has been involved in numerous ordinance drafting and revision processes, including the most recent Sierra County revision. As APNM's Challenging Animal Cruelty Program Director, I'd like to speak up for the unowned cats of T or C and the citizens who care for them.

The best available data shows that programs that attempt to use lethal control to eliminate cat populations are inhumane, ineffective, and wasteful of scarce resources. That's why APNM supports trap-neuter-return-monitor ("TNRM," or "TNR" for short) as a humane and effective strategy for humanely managing community cat populations.

APNM believes TNR should be considered a humane means to an end—the humane reduction and eventual elimination of unowned cat populations—not a method of permanently maintaining outdoor cat populations.

Community cat issues are complex and varied, impacted by geography, climate, the presence of other animals including wild carnivores and prey, human populations, cultural norms, and numerous other factors. As such, the City of T or C should take steps to craft an ordinance including a TNR program to address the particular needs in order to achieve a positive outcome for cats and the community in which they live.

The revised T or C ordinance should include the following components:

- Define all terminology used to describe TNR and clearly lay out how TNR will be accomplished, where, and by whom.
- All TNR should take place as a cooperative effort between the City of T or C, its police and animal control departments, and the community.
- TNR means cats should be humanely trapped and, if healthy, spay/neutered, rabies vaccinated, microchipped and ear-tipped (for identification), and returned to their community for ongoing monitoring by a designated colony caretaker.
- A colony caretaker is responsible for ensuring any new cat colony members undergo the TNR process.
- A colony caretaker is responsible for ensuring that the cats in the colony all have access to outside shelter from extreme temperatures and inclement weather, water, and food delivered in a manner to minimize "pests."
- Cat colonies should not be maintained in ecologically sensitive areas; in areas where demolition, development, or vehicle traffic is likely to cause harm; or where cats are being subjected to harm or cruelty. In such cases, cats who cannot be adopted should be relocated.

- Community collaboration and public education should be built into any TNR program implementation, coupled with low/no-cost spay/neuter services for owned cats.
- Socialized community cats should be made available for adoption when possible.
- Clear directives that abandoning owned cats or allowing owned cats to roam beyond the owner's private property is prohibited.

Thanks for considering these points before taking any action on the proposed ordinance amendment.

Respectfully,

Alan  
Alan Edmonds (He/Him)  
Program Director  
Challenging Animal Cruelty  
Animal Protection New Mexico  
505-265-2322 Ext. 29  
or 877-5HUMANE  
[alan@apnm.org](mailto:alan@apnm.org)

**E. REPORTS:**

**City Manager Swingle reported the following:**

- Ray Slade (Country) from our Service Center is in critical condition, and he is in the hospital. We ask for prayers for him and his family.
- He gave kudos to Rene and Kathy from the Utility Office/Meter Reading Department for helping an individual who was in a motorcycle accident.
- He gave kudos to Dave Johnson for doing such a great job with setting up Tim Johnson's memorial service. He also thanked Dave for keeping the city facilities slip free during the snow storm.
- He thanked Benny Fuentes and his crew in the Streets Department for keeping the roads free of ice.
- He gave kudos to Sonya Williams and the Utility Office. The life of the utility billing is a very challenging and difficult life. We have so many people that have an aversion of paying their utility bills, and paying them on time. Typically, we have a lot of repeat offenders that they deal with on an ongoing basis, and it creates a lot of strife. The Utility Office is doing an amazing job.
- We have been pretty stagnant on the COVID vaccinations that have taken place in the state. The Department of Health would like to put on a vaccination clinic that is free of charge, at the Healing Waters Plaza. We are working on finalizing it, but they are looking at March 22<sup>nd</sup>, 23<sup>rd</sup> and 24<sup>th</sup>.
- We have given out over 1400 COVID test kits to residents.
- The City Commission tour is scheduled for February 18, 2022.
- He asked for suggestions from the Commission for the Commissioners Retreat.
- We still have vacancies on various city boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory 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 are being advertised, and posted on the city website.
- He reported on the electric study with Sierra Electric Coop. A report on that will be available the beginning of March.

Mayor Forrister asked if we have a date scheduled for the Commissioners Retreat.

City Manager Swingle responded that they are still working on putting that together. We are looking at hopefully sometime in March.

**City Attorney Rubin had no reports.**

**City Commission Reports:**

**Commissioner Harrelson reported the following.**

- The Community School's Program with the city will be moving forward. They may be having a junior commissioner, or something like that to sit with us. They are also still planning to come in, and do a presentation on what they are working on.

City Manager Swingle stated that the program is really impressive, so he hopes to see the city being very much involved in the program.

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

- The Spaceport Committee will meet in March. He may have them do a presentation before the Commission about what is going on out there.
- They now have a bank account for Fiesta at the Bank of the Southwest, so if you would like to donate, you can go to the Bank of the Southwest and look for the Fiesta account to donate should you wish to do so.

**Commissioner Mitchell reported the following:**

- The Fiesta meetings have been going very well. They will meet today at 3:00 p.m. at the Chamber of Commerce. They have things pretty much lined up and secured. They wanted to initially do a light Fiesta this year, but it looks like it may be a full Fiesta. Everything is coming along great, and they have a lot of community support, and hopefully fundraising opportunities for it. Nick Williams is their new Chairman for the Fiesta Committee, and Ingo Hoepfner is the new Vice-Chairman. They are still looking for a Secretary Treasurer, and members of the committee for the parade, fundraising, music, etc. If anyone is interested in that they can come to the meeting today.

**Commissioner Fahl reported the following:**

- Last week was the Sierra County Recreation and Tourism meeting. She was very excited to go and represent the city, but she was out of state, so she wasn't able to attend. Hopefully, they will start to meet on a regular basis so she can come back with something very important to say.
- She met with the Chairman of the Recreation Advisory Board, and he talked to her a little bit about their big strategic plan. She recommended that he look at some of the old plans that have been developed over the years. There is a lot of good data in there. She also encouraged him to get a lot of public participation.

**Mayor Forrister reported the following:**

- She commended Mayor Pro-Tem Hechler and Commissioner Mitchell for stepping up and spearheading Fiesta. She thinks that it is going to be a great event. They still need volunteers, so if you want to get involved with your city that is a great way to do it. We also have a lot of Advisory Boards that have vacancies, so that is also a great way to be involved if you wish to do so.

**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 2nd Quarter Reports**

**Commissioner Mitchell moved to approve the Consent Calendar as submitted. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**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:**

City Clerk Torres explained that the Outer Edge Pizzeria submitted an application for an on premise consumption only Restaurant Beer and Wine Liquor License, at 719 Main Street. A zoning statement was submitted and approved by our Planning & Zoning Department, and it is required by the State of New Mexico Alcohol and Gaming Division that we hold a public hearing and receive approval from our Governing Body. If approved, the application will be signed and submitted to the State of New Mexico Alcohol and Gaming Division for final approval and processing. Once the applicants receive their liquor license from the state, they will be required to obtain an annual liquor license permit through the city.

Mayor Forrister opened the public hearing.

**Opponents:**

None.

**Proponents:**

Rick Dumiak is in favor of the approval of the liquor license. He thinks it is a great idea. The pizza is awesome, and having a place to sit down and have a beer while he has his pizza will be great, instead of him just taking it home.

**Mayor Forrister closed the public hearing.**

## CITY COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

Commissioner Mitchell stated, as also being a downtown business owner, she feels that it is a good idea. The more places that you have beer and wine, especially in a restaurant type setting, draws more people to our downtown area. The Outer Edge Pizzeria has done a great job with launching their restaurant, and moving forward.

Commissioner Fahl asked what the timeline is for this once it is approved by the Commission.

City Clerk Torres responded that she will send the signed application to the Alcohol and Gaming Division either today or tomorrow, but the final approval all depends on how fast Santa Fe processes the application.

Commissioner Harrelson commented that anything we can bring into our community to draw in tourism, finances, or any sort of money is something we should definitely support.

**Commissioner Mitchell moved to approve 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. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **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 Sperling explained that this project relates to a USDA financing of about \$9.5 million dollars for Water System Improvements for the city, and of that \$5,542,045 is a loan. The good news is that \$3,930,000 is a grant, and it doesn't have any re-payment obligations. What USDA has done in the last few years is set up financing and construction through issuing the bond itself, and paying for the construction; requiring the borrowers which is the city, to get interim financing for a construction loan to do all of the construction. Then the city will issue a bond that USDA buys, and then they will pay off that loan. We are in the phase for the initial financing for the design, and now we will go into the construction of the project, and that is in the amount of the \$5,542,045. The lender in this case is Bank of the Southwest. USDA encourages communities to go to private lenders to do this, so the city is working with the Bank of the Southwest to get the security agreement, and the promissory note which is approved in this ordinance, to be acceptable to the city. We made some changes because their forms kind of fit commercial lending, but they have been very easy to work with, and they have been very helpful as well. He is comfortable at this point that the documents are in good shape to approve. The terms of that are the \$5,542,045. It is a drawdown line of credit. Which means you pay interest on it as you draw down the principal. The principal amount is not due until USDA approves it, we

## CITY COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

close on the USDA bond, and they pay off the \$5.542 million dollars to the Bank of the Southwest. You are paying interest only on the accrued portion. You are not paying anything on the principal over that time. The banks interest rate is 5% up to that 3-year term. The good news is when you do the USDA financing, that minimum interest rate is 2.125% over 40 years. The USDA financing is extremely beneficial. As the rates go up in the country, they've already committed to providing the financing to the city at 2.125% over 40 years. This current rate is the banks interest rate on the accrued interest. Even though it is an interim finance, and you do things the same way you would do any bond that the city issues, as well as any NMFA loan agreement, you are required to do it through an ordinance with a first reading, publication, and adoption by the Governing Body.

City Manager Swingle stated that the loan/grants you are going to be seeing over the next couple of months are kind of in the Water System City Wide Plan. It is kind of taking care of phase 1 and phase 2. We are submitting an infrastructure package right now to cover phase 3. All of these projects are consistent with the water plan that was presented at the last meeting. We knew what the first couple of steps were. Assistant City Manager Alvarez has been ahead of the game in working to accomplish this because it is a very time consuming process. Ideally, when this is done, and the infrastructure is done, we will be able to have the first 3 phases of the water situation resolved. We cannot continue to piecemeal everything, and deal with leaks.

City Attorney Rubin stated that the date of the promissory note is November 29, 2021. He asked if that makes a difference of when the interest starts to accrue.

Chris Muirhead, Modrall Sperling explained that was the initial draft when we started with the bank. However, it will be dated sometime in March, or early April. We have to wait a 30 day period to close this. Then the documents will be dated for the closing date and it won't accrue interest until you actually draw out monies for construction, and it will only be applied toward the amount that you draw down. This is a limited pledge to the net revenues of the water system. What that means is you take the full amount of gross revenues that come in. You pay operation and maintenance expenses to make sure the system keeps running and is operational, and what is left are the new revenues. That is the only lien that Bank of the Southwest, and ultimately USDA will have on any city revenues. You are not pledging any general obligation monies. However, USDA can require you to raise your system rates if it fails to pay debt services, but that is only a default if you are not producing enough net revenues to pay the debt services.

City Attorney Rubin stated that the documents states that the principle is due November 29, 2024.

Chris Muirhead, Modrall Sperling explained that you are now looking at April 2025. If you are 3 years down, and they are still drawing on it, there will probably be a negotiated extension, and the bank is fully aware of this. They have the security of knowing that this ultimately gets paid off by USDA.



CITY COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

City Attorney Rubin asked if the revised documents will reference the USDA loan.

Chris Muirhead, Modrall Sperling stated that they absolutely should, and could.

**Mayor Forrister opened the public hearing.**

**Opponents:**

None.

**Proponents:**

Jeff Barbour feels that it is a very worthwhile thing to do.

**Mayor Forrister closed the public hearing.**

City Manager Swingle stated that there seems to be an opinion in the community that our water problem is going to be fixed overnight, or short term, and you see the comments when we have a water leak that the city is not fixing it. Decades of issues have contributed to where we are today, and it is going to take us a long time to get through it. We are going to have water leaks, and it is going to take the Water Department time to get out there and repair them. Leaks that are having an impact on a resident's home, and their water flow is handled immediately. Very slow leaks may not be addressed as quickly because there are other things that require immediate attention. We have a very small department, with very limited funding, which has contributed to our long term problem, so we are asking for patience and understanding. The solution is going to take time, but what is important is that we have a plan now, and we are going to execute that plan.

City Attorney Rubin asked if we need to approve the ordinance with the modifications.

Chris Muirhead, Modrall Sperling stated that the form allows for modifications for the closing date, and things of that nature. So you can approve it as submitted.

**Commissioner Fahl moved to approve 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. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

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

Victor Rodriguez, Chief of Police explained that this is the final adoption of Ordinance 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. It addresses a lot of the issues that we've had from the restraint of animals, animals running at large, rabies vaccinations, habitual offender penalties, some issues of safety, and how long an animal will be held. The livestock portion of the ordinance basically copies what the state statute says. This new proposed ordinance will make the job a lot easier for Animal Control, and it will put a bite to our bark.

**Mayor Forrister opened the public hearing.**

**Proponents:**

Cathy Luenborg is in favor of this ordinance passing.

Roberta Barnes is in favor of this ordinance passing.

Isabell Ruggles is in favor of this ordinance passing.

Didi Schoen is in favor of this ordinance passing.

Jeff Barbour is in favor of this ordinance passing.

Rick Dumiak stated that he is for anything that gives the Animal Control Officers more power. He lives across the street from an area where he watched a big dog kill a little dog because the owners can't take care of their dogs. They can't keep their fences up, and dogs are constantly running around. There are people who are afraid to walk early in the morning because of some of the strays out there, so he is all for anything that we can do to help Animal Control.

Brenda Makala thinks that anything you can do to possibly empower the Police Department, and Animal Control would be amazing in this town. She has come here for several years, and she has heard nothing about the way the dogs are treated. Not so much the cats, because they are just not a direct relation to her. She just witnessed a very friendly Pitbull that was left outside across the street from her, during the entire cold snap. You are talking temperatures not only below freezing, but down to 12 degrees, or whatever it got down to. This is a happy Pitbull. She has a dog, and every time they would be in the presence of that Pitbull he would be happy, wagging his tail, barking, and he would just want to play, but ever since the cold snap, something happened to his rear leg, and he just lays there. He doesn't even look up at her or her dog. She doesn't know what is wrong with him, but it is wrong. She doesn't think that there is anything in the ordinance that covers temperatures, so hopefully someday that could be added, but anything that can help is good right now.

**Opponents:**

Robbin Brudski stated that she already spoke, but she feels that the city needs to implement a Trap-Neuter-Return (TNR) program into the ordinance.

Diane Lombardo stated that she spoke before about supporting this ordinance. There was nothing in it at that time, and the problem has since reared its head which is the feral cat problem. She feels that it needs to be addressed in the ordinance more clearly. Way back when Deb Peters took over, we went from Animal Control to Animal Humane, and we need to continue with that. Not all cats are domesticated. Some are wild and we need to address that. The only thing that has been proven over time is a Trap-Neuter-Return (TNR) program. Otherwise, you are putting water in a bucket with no bottom.

Majie Powey stated that people are dumping animals if they are cited for feral cats, even if they are Trap-Neuter-Return (TNR). These are people's pets, and if somebody is telling them that they have to get rid of them or we are taking them away, they may be dumped like the kittens that at the Recycling Center. She can tell you from her own experience in Williamsburg, over the years she has had more than 15 animals, mostly cats, dumped in her yard. She is right by the river and people dump them. Most of them she could re-home because they were cats that were friendly, but there is another issue. People own cats that they allow to roam. People believe that your cats should not have to stay in your home, so they allow them out into the yard. A lot of the cats we trap are semi-friendly, and they are not necessarily really feral, so you are dealing with not only community cats that are truly feral, but community cats that belong to people that think its fine to let them roam. With that being said, she feels that it is important to add a portion into the ordinance that says that they can continue to trap, neuter, and spay without breaking the laws.

**Mayor Forrister closed the public hearing.**

Commissioner Mitchell referred to the comment about temperature, and she asked if there is anything in the ordinance that covers that.

Victor Rodriguez, Chief of Police stated that it is referenced in the definition of adequate shelter. Under that reference it talks about temperature and weather.

Commissioner Mitchell asked how many pets per household are allowed.

Victor Rodriguez, Chief of Police explained that there will be two separate types of kennel permits. Each household can have no more than 4 pets until they have to enter into the kennel permit or multi-animal license. The multi-animal license will allow a residence, or a business who has more than 4 pets, to apply through a Special Use process through the Planning & Zoning Board. That will allow them to have up to 7 animals if approved. This is something that the City of Las Cruces currently uses. That

## CITY COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

would allow an individual who is not running a shelter, rescue/boarding, or anything that would require them to have more than 7 animals at one time. If you are going to run something of that nature, then you can apply for a kennel permit which requires them to also get a business license. That permit is also subject to a Special Use permit through the Planning & Zoning board, as well having our Code Enforcement Officer or Animal Control Officer go to the residence to verify that the location, and space is adequate. Going through the process of a Special Use Permit will also give the neighbors the opportunity to have input. He completely understands where Diane, Majie, and Robin are coming from. Robin has been great with assisting us with spay and neuter programs for the feral cats. The problem is that we have to be considerate of others. It is our job as a Police Department to enforce the law, and it would be very difficult to go to a complaint about stray cats and tell the owner, hang on, we participated in a feral cat program and in 2-5 years these cats will all die off. He is all for the Trap-Neuter program. Just not the "return" portion of it.

Commissioner Fahl asked about the portion that does not allow people to feed stray animals.

Victor Rodriguez, Chief of Police explained that it was added to the ordinance because that is where the problem starts. It's not that we don't want people to care for animals. What they want people to do is to contact them when there is a stray animal, so the city can assume the responsibility of it. What tends to happen is that people start feeding the stray animals, and that animal becomes a nuisance. It starts attracting more animals, and before you know it, the location is over run with stray animals, and they get called in at the end. It also eventually starts to create a health and sanitation issue for the residents. Especially the elder community.

Commissioner Fahl asked what our plan is to address the issue regarding feral cats.

Victor Rodriguez, Chief of Police explained that we absolutely want to address that issue. They have had conversations about it with Majie and Robin. He thinks the solution to the problem would be for us to trap them, spay and neuter them, and confine the animal. We cannot allow animals to return to the colony where they are at and run amuck. We have several domesticated cats that are not taken care of, so then they start joining the group, the next thing you know you have more of a problem. One of the greatest ideas he heard from Robin was to maybe start fundraising to get some catteries. He feels that the best solution is to trap, spay and neuter the animal, and send it to a cattery, a rescue organization, or to somebody who wants them as a barn cat.

City Manager Swingle stated that they met with Robin and Majie, and clearly this is a passion of theirs. However, what it boils down to is that the ordinance does not allow for animals to run at large. They have to be secure. We have licensing, and there are a lot of people who do not realize that they have to license their cat. You have to license your cat, just like you do your dog. You have to also secure your cat like you do your dog. The cat needs to remain on your property, and that is a tricky thing with a cat, but it still is required. It is not just here. It is most everywhere that requires that. We talked about

some solutions, and one was a cattery which is a location where the cats are confined, and they can live out the remainder of their life, which is a lot safer than them living out in the community. At the last meeting an individual complained about their neighbor not securing their cat. He walks at night, and it is amazing how many cats are running wild out in the community. The disease that feral cats bring to other animals is also a concern. They looked into the Trap-Neuter-Return (TNR) programs, and studies show that they are not that successful. We have to have whoever has animals be responsible for those animals. When you have a neighborhood or community that just wants to put food out and care for the animals to some extent, they ultimately still don't want to take responsibility for the animals. He feels that a cattery is a great solution, and he wants to work with the special interest group to make that happen.

Victor Rodriguez, Chief of Police also mentioned that Tara Manning from the Animal Shelter has done an excellent job. She has a great system in place to where the animals (cats) either go to barns, rescue organizations, or they are adopted out.

City Attorney Rubin stated that it sounds like nobody is challenging the presented ordinance itself, and there is nothing stopping us from later on coming back with an amendment, so we are not burning any bridges here by passing this ordinance.

**Mayor Pro-Tem Hechler moved to approve Ordinance No. 725 amending Chapter 3 of the Municipal Code of Ordinances pertaining to animals. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

#### **H. ORDINANCES/RESOLUTIONS/ZONING:**

##### **1. Discussion/Action: Resolution No. 42 21/22 Budget Adjustment Resolution:**

Carol Kirkpatrick, Finance Director reviewed the Budget Adjustments provided in the packet.

**Commissioner Mitchell moved to approve Resolution No. 42 21/22 Budget Adjustment Resolution. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

##### **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 explained that the city received the New Mexico Finance Authority Colonias funds on June 28, 2021 for a Water Infrastructure Project in the amount of \$500,000 consisting of a 10% loan in the amount of \$50,000.00 at 0% interest, and a 90% grant in the amount of \$450,000 with a required cash match in the amount of \$50,000. Resolution 03 21/22 was approved July 14, 2021, accepting the award. Approval of this 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.

**Commissioner Mitchell moved to approve Resolution No. 44 21/22 Finance Authority Colonias Loan/Grant CIF-5550 to the City of Truth or Consequences. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Action: Resolution No. 45 21/22 City of Truth or Consequences, PG-5240, Proposed Closing Timeline:**

Traci Alvarez, Assistant City Manager explained that the city was awarded funding from NMFA for an Economic Feasibility Study on May 29, 2020. The study was completed, presented, and adopted by Resolution 37 21/22 on November 17, 2021. The final documents were submitted to NMFA, and approval was received from the Economic Development Department. Execution of Resolution 45 21/22 is the final step to receive reimbursement.

**Commissioner Mitchell moved to approve Resolution No. 45 21/22 City of Truth or Consequences, PG-5240, Proposed Closing Timeline. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**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:**

City Clerk Torres explained that the city sold numerous vehicles through an online auction with JJ Kane Auctioneers on January 18, 2022. Most of the vehicles sold. However, there were some that did not. JJ Kane Auctioneers will be holding another online auction on March 15<sup>th</sup>, and we would like to take those vehicles that did not sell back to auction, as well as a 2013 Chevy Impala, a 1970 Forklift, a 1995 Ford F-350, a 1988 GMC Pickup, and a 2001 Jimmy 4x4.

**Mayor Pro-Tem Hechler moved to approve 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. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Resolution No. 47 21/22 pertaining to Animal Shelter Fees:**

Traci Alvarez, Assistant City Manager explained that 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. Some of the changes that we made to the shelter fees really focus around boarding fees, so when an animal is impounded, they'll have the impound fee. We also have repeat offenders, so we want to be able to assess additional fees for each time the dog is impounded, plus a daily boarding fee. These fees are in conjunction with other Municipalities, and expenses that are incurred at our shelter.

City Manager Swingle stated that we are trying to address a problem like they have with the Elephant Butte animals. For the last 6 months of last year, they only had 46 or 48 animals that were actually captured by Animal Control, and taken to the shelter or submitted to the shelter by the residence, and the animals stayed in the shelter for an extended period of time. We have been keeping these animals for free, and it is costing the city a lot of money to take care of these animals, so the cost per day that we are adding is to address that issue.

**Commissioner Fahl moved to approve Resolution No. 47 21/22 pertaining to Animal Shelter Fees. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Publication of Ordinance No. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings:**

Police Chief Rodriguez Manager explained that this ordinance along with H7 are brought forth to you to address some of the issues that we've been having in the community. We have a huge amount of individuals who live in RV's as their permanent home that is not in an RV Park. We wanted to clean up the language in the old ordinance to encourage people who are doing new builds, and need to live on their property to be able to do that past the 6 month period to do so as long as they work with Planning & Zoning, and are making continuous progress to the property. This proposed ordinance is beneficial for the things that were just mentioned, and it really targets the RV squatters that we have throughout the community who are living behind permanent structures which is a quality of life, and health and public safety issue. Some of these individuals are not connected to utilities, and they are using extension cords, and are defecating and urinating in the ground that goes to our water.

Commissioner Mitchell asked if there is a portion that covers special events such as Fiesta weekend, so when they have their vendors come from out of town, they will be able to be hooked up to city power for 2 days.

Assistant City Manager stated that we can revise the ordinance to include something for special events.

**Mayor Pro-Tem Hechler moved to approve the Publication of Ordinance No. 726 amending Chapter 11-11-6 of the Municipal Code of Ordinances pertaining to RV Dwellings to include a special event amendment that allows people to stay in our community for a period of time for city approved special events. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**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 explained that this amendment will enable us to collect business registration fees from anyone who is engaging in business within the city limits. We have contractors who come into the city limits to do a one time job, and they are required by the state to have a municipal business license. However, unless they come in for a state building permit application, we don't necessarily have anything in our code right now that says they must have a business registration if they are engaging in business within the city. It just says that you must obtain a business registration if you own or operate a business within the city. We want to make sure that everyone who is doing business within the city is registered.

Mayor Pro-Tem Hechler asked how we would then deal with vendors who come to Fiesta to conduct business on a temporary status.

City Clerk Torres explained that last year when the city was going to do Fiesta, we had them fill out a vendor form, and there was a specific fee that was associated with that.

Traci Alvarez, Assistant City Manager stated that the business registration fee is \$35 a year. Our hope is that these vendors could pay \$35 a year, so they can then be able to be vendors for multiple events within the year.

Mayor Forrister asked what would happen for someone who only wants to be a vendor at one event, and they don't have a CRS number, so they can't get a business license.

Traci Alvarez, Assistant City Manager stated that we can amend the ordinance to have a vendor registration fee, if that is the will of the Commission.

City Manager stated that the intent of this is to have anyone engaging in business to pay taxes and get a business license. If it is the will of the Commission to have some exemptions, then we will need to know what those are to carve them out. There are some businesses who are not registered, and they are not paying commercial rates to dump at the collection center when registered contractors are required to.



## CITY COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

Traci Alvarez, Assistant City Manager stated that the \$35 annual business registration fee is a state statute, but there are other cities that also have what they call a licensing fee which is a fee on top of the \$35. Right now all we charge is the \$35 fee. We don't have other licensing fees.

Commissioner Harrelson stated that the city is very good at assisting customers with getting a CRS number. It was mentioned that there may be people who want to do business at a one-time event, and they are just trying to make an extra buck at a show, but we are also trying to draw in revenue for our city.

Commissioner Fahl stated that she can understand that we need licensing if businesses are operating here, but to her that is just another step vendors would have to go through, and she thinks that might discourage people from coming and being vendors.

Mayor Pro-Tem Hechler stated that he has a problem, and a possible solution. The problem is that he already contacted numerous vendors and advised them of the fees for Fiesta which is \$75 for the 3 days, plus \$25 for the electric. It would be problematic to go back to them right now and say we need another \$35, but he does agree in the future we should do that. Therefore, the solution would be to have the ordinance take effect after Fiesta if we decide to approve it. That way we can deal with Fiesta the way it is now, and then we can put the ordinance into effect, and change the vendor form for next year charging the additional \$35 to include that fee along with instructions on how to deal with it.

**Mayor Pro-Tem Hechler moved to approve the Publication of Ordinance No. 727 amending Chapter 7, Article 2 of the Municipal Code of Ordinances pertaining to registered businesses within the city limits with the Ordinance and for it to take effect July 1, 2022 if adopted. Mayor Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **1. Discussion/Action: Review and approval of take-home vehicle form from the Electric Department:**

City Clerk Torres explained on July 28, 2021 the Commission approved a Resolution identifying the city's take home vehicle policy which means that every time an employee is assigned to take home a city vehicle, a take-home vehicle form must be filled out, signed by the employee and the department supervisor, and then approved by the Commission. Today I bring forth a take home vehicle form submitted by Crispin Bush from the Electric Department. Staff recommends approval.

**Commissioner Mitchell moved to approve the take-home vehicle form from the Electric Department. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**2. Discussion/Action: Agreement Amendment with Bohannan Huston for Engineering Services:**

Carol Kirkpatrick, Finance Director explained that this is for additional services with Bohannan Huston. We awarded a vendor that we felt needed some oversight, so this is going to help keep that vendor on task. They will be onsite twice a week for as long as it takes. An additional increase is \$32,130. We procured this through the Cooperative Education Services (CES) which helps to not have to go through procurement.

**Commissioner Fahl moved to approve the Agreement Amendment with Bohannan Huston for Engineering Services. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**3. Discussion/Update: Budget Information to Commission:**

Carol Kirkpatrick, Finance Director reviewed the documents that were submitted in the packet. (Complete copy attached hereto and made a part hereof).

**Commissioner Harrelson left the meeting at 11:53 a.m.**

**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 explained that this is a Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the United States Marshal's Office. This is just another tool in the tool box to have a Federal partner where we would have the ability, depending on our resources, to send one or two officers that would be commissioned by the United States Marshal's Office, to assist them with any potential Federal cases here in Truth or Consequences, or in the State of New Mexico. It is a task force so they can also assist if the resources are needed somewhere else.

**Commissioner Mitchell moved to approve the Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the United States Marshal's Office. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**K. ADJOURNMENT:**

**Commissioner Mitchell moved to adjourn at 12:18 p.m. Mayor Forrister seconded the motion. Motion carried unanimously.**

**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
		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 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>

This Tax has gone away  
Received based on when taxes are paid

JULY TO DECEMBER

GENERAL FUND MAJOR REVENUES

ATTACHMENT A



	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	
		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 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
<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>						
State						
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>		-	366	1,112	-	-	-	-	0.00%
<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>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	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	
		12/31/2019		12/31/2020		12/31/2021	12/31/2021	Dec 31	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% of Budget Received	Positive = Above PY (Negative) = Below PY	
501 CEMETERY									
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%	\$ -	
TOTAL REVENUE	\$ 11,014	\$ 3,180	\$ 8,014	\$ 4,280	\$ 8,520	\$ 7,270	85.33%	\$ 2,990	
502 JOINT UTILITY OFFICE									
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	
TOTAL REVENUE	\$ 58,500	\$ 26,323	\$ 58,500	\$ 12,482	\$ 43,800	\$ 50,830	116.05%	\$ 38,348	
503 ELECTRIC DIVISION									
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%
TOTAL REVENUE	\$ 7,119,604	\$ 3,765,078	\$ 7,328,874	\$ 3,933,062	\$ 7,372,173	\$ 3,604,908	48.90%	\$ (328,154)	-8.34%
504 WATER DIVISION									
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.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
TOTAL REVENUE	\$ 1,057,195	\$ 518,242	\$ 1,093,558	\$ 778,719	\$ 1,504,430	\$ 792,674	52.69%	\$ 13,955	1.79%



	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	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	
		12/31/2019		12/31/2020		12/31/2021	12/31/2021	Dec 31	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	% of Budget Received	Positive = Above PY (Negative) = Below PY	
TOTAL ENTERPRISE REVENUE	\$ 11,774,456	\$ 6,088,418	\$ 12,154,661	\$ 6,540,292	\$ 12,671,244	\$ 6,475,256	51.10%	\$ (65,036)	
% OF BUDGETED REVENUES RECEIVED		51.71%		53.81%		51.10%			

# ATTACHMENT E



ENTERPRISE FUNDS						
REVENUE HISTORY						
COMPARISON OF PRIOR YEARS ACTUAL REVENUE RECEIPTS TO CURRENT YEARS BUDGETED REVENUE						
	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	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>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	Fiscal Year	Fiscal Year	Fiscal Year	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>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	Fiscal Year	Fiscal Year	Fiscal Year	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>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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</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/CONTRAC	-	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/ROADWA	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/FIXTURE	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 WASTE	2,144	450	200	11,818	11,824	4,924	6,900	58.36%
	CONTRACT SERVICES - SOLID WASTE	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/FIXTURE	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 Remaining
							12/31/2021		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>									
		-	-	103,422	146,117	164,223	73,857	90,366	55.03%
<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>									
		153,949	118,511	66,452	78,741	105,800	35,078	70,722	66.84%



		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>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

	Beginning Balance	Total Activity	Ending Balance
	<u>\$ 2,347,667.95</u>	<u>\$ 1,476,942.90</u>	<u>\$ 3,824,610.85</u>
<b>IMPACT FEES FUNDS</b>			
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>
<b>ENTERPRISE FUNDS</b>			
<b>AIRPORT FUND</b>			
AIRPORT FUND	<u>\$ 40,741.28</u>	<u>\$ (1,130.88)</u>	<u>\$ 39,610.40</u>
<b>CEMETARY</b>			
CEMETERY FUND	<u>\$ 39,663.55</u>	<u>\$ 3,547.64</u>	<u>\$ 43,211.19</u>
<b>ELECTRIC DEPARTMENT</b>			
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
	\$ 40,794.03	\$ 25,234.68	\$ 66,028.71
<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
	\$ 1,557,094.24	\$ (47,299.48)	\$ 1,509,794.76
<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
	\$ 650,399.34	\$ 97,638.17	\$ 748,037.51
<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
	\$ 919,077.42	\$ 177,990.12	\$ 1,097,067.54
<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

	Beginning Balance	Total Activity	Ending Balance
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 COMMISSION FEBRUARY 9, 2022 REGULAR MEETING MINUTES

**Passed and Approved this 26<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 23, 2022

Agenda Item # : F.2

**SUBJECT:** Acknowledge Regular Planning & Zoning Minutes, January 6, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 18, 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 2-23-2022

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
THURSDAY, JANUARY 6, 2022**

**MINUTES**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico, to be held at the City Commission Chambers at 405 W. Third Street, Truth or Consequences, New Mexico, on Thursday, January 6, 2022 at 5:30pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

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

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of Thursday, December 2, 2021.

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



### **3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

### **4. PUBLIC HEARING:**

- a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment and Variance Request at 212 Silver Street, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17. Traci Alvarez, Assistant City Manager**

*SPECIAL NOTE: - Prior to the meeting, Mr. Swingle, City Manager took a minute to explain the public hearing procedure. Mr. Swingle expressed regret to the board that Ms. Alvarez, the Assistant City Manager, would not be attending the meeting and that he himself would be the presenter for the Public Hearing on her behalf.*

**Dawn C. Barclay, Deputy City Clerk** – Thank you, Mr. Swingle. Let's begin the hearing. For all those who will be speaking during the hearing, please raise your right hand to be sworn in under the Battershell Procedure (Ms. Barclay swore in all parties, including City staff). Mr. Swingle, please state your item for consideration.

**Bruce Swingle, City Manager** – Mr. Chairman and Members of the board. What you have before you today at this location (212 Silver Street) is all supporting documentation and that all applicable fees have been paid. The applicant has requested to split the lot at 212 Silver Street into two separate parcels. Both lots will have unobstructed legal access to existing City water and wastewater lines. The applicant has met with the Water and Wastewater Department to establish water and sewer taps for the second parcel. Both lots have direct, legal unobstructed access to city-maintained and paved streets, and variance requests are for curb gutter and sidewalk. The utility verification form has been submitted as well. The staff has no concerns with what the applicant is trying to accomplish.

**Dawn C. Barclay, Deputy City Clerk** – Does the board have any questions for Mr. Swingle?

**Vice-Chairman Sisney** – I do. Did all of the utility departments approve?

**Bruce Swingle, City Manager** – Yes, it was approved.

**Member Bush** – I have no questions.

**Chairman Hogg** – I have no questions.

**Dawn C. Barclay, Deputy City Clerk** – Sir, are you an Opponent or a Proponent?

**Michael Gill, Proponent & Property Owner** – Proponent.

**Dawn C. Barclay, Deputy City Clerk** – Thank you, Sir, if you can come to the podium, state your name and address and begin speaking.

**Michael Gill, Proponent & Property Owner** – My name is Michael Gill. I live in Caballo at 46 Hidden Valley Rd about 2 and a half miles south of the Palomas Creek area. I own the property owned by a gal that passed, who was a dear friend, which I purchased from the family. The family didn't know what to do with it. I'm a builder in town and familiar with the process of putting in water and sewer taps even though both water and sewer exist for both buildings which are on opposite sides of the one-acre tract. I recognize I would have to put in a separate sewer and water supply for Tract B. I would also like to mention the unique nature of the road that is ingress/egress referring to Turtle View Rd. There is one parcel at the very end of Turtle View: 1110 Turtle View. Traci was concerned that it was a private road, which we clarified in our conversation yesterday, which is a road that does not have curb gutters which caused her to believe at the time that it may have been private. It is a dead-end road, ingress/egress, and there should be no walking in or out of it. I would only ask and make a request that the new address for parcel B, would include a Turtle View Rd designated address. This is a lovely property, if we don't subdivide it, then it can only be accessed through the driveway of the other parcel.

**Dawn C. Barclay, Deputy City Clerk** – Thank you, Mr. Gill. Does the board have any questions for Mr. Gill?

**Chairman Hogg** – Is the road paved?

**Michael Gill, Proponent & Property Owner** – It is paved, except for the last little piece going into Turtle View. Turtle View going East to West is paved, and there is a part going South as much as 70 feet, which I think is Gypsy St.

**Chairman Hogg** – What are you developing on this property?

**Michael Gill, Proponent & Property Owner** – I'm not developing anything, there are two houses that exist, and I'm only dividing them and providing access to parcel B, via another driveway. It is not a development. It is zoned R3 if there were to be a development. This split would be assisting in some way. Also, 1110 has two separate lots on it. One consists of .2 ac+, and the other .5+.

**Member Bush** – Those are adjacent to your property?

**Michael Gill, Proponent & Property Owner** – Exactly adjacent.

**Member Bush** – I don't have any problem with this variance, the only thing is, we are just an advisory board, and the City Commission will ultimately make their final decision. You brought up an interesting point about having a second address incorporating Turtle View. It's beyond our scope, but it's a good point.

**Vice-Chairman Sisney** – I have no questions.

**Chairman Hogg** – I have no questions.

**Bruce Swingle, City Manager** – I have no questions.

**Opponents:** None

**General Comments:** None.

**Dawn C. Barclay, Deputy City Clerk** – I closed this hearing for any further discussions.

**Member Bush** made a motion to approve the request for a summary plat amendment and variance request at 212 Silver Street, Truth or Consequences, NM, and added an addendum to request a Turtle View address be incorporated if the City Commission sees fit to grant this variance and divide it. **Vice-Chairman Sisney** seconded the motion. Roll call was taken.

**Michael Hogg** – Voted Aye.

**Chris Sisney** – Voted Aye.

**James Bush** – Voted Aye.

**Motion passed with a 3 to 0 vote.**

## **5. REPORTS FROM THE BOARD:**

There were no reports from the staff.

**6. REPORTS FROM STAFF:**

**Bruce Swingle, City Manager** – Had no reports to share but wanted to wish everyone and the board a happy, healthy and prosperous 2022.

**7. ADJOURNMENT:**

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

**PASSED AND APPROVED ON THIS 17<sup>TH</sup> DAY OF FEBRUARY 2022.**



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



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : F.3

**SUBJECT:** Take-home vehicle forms for the Police Department and Parks Department

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 18, 2022

**SUBMITTED BY:** Angela A. Torres

**WHO WILL PRESENT THE ITEM:** Consent Calendar

**Summary/Background:**

The City of Truth or Consequences Police Department and Parks Department have employees 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 2-23-2022





## Take Home Vehicle Authorization Request

Employee: Shantell Gonzalez Department: Truth or Consequences PD

Position Title: Patrolman Commute Miles/Day: 5.0

Employee Address: 613 S Broadway St, Williamsburg NM

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.

Shantell Gonzalez  
Employee's Signature

08 Feb 22  
Date

[Signature]  
Department Director Signature

☒ Approved ☐ Denied

**Commission**

☐ **Approved**

☐ **Denied**

\_\_\_\_\_  
Mayor Signature

\_\_\_\_\_  
Date



## Take Home Vehicle Authorization Request

Employee: Sean Barnes Department: Parks  
Position Title: Parks Supervisor Commute Miles/Day: 5  
Employee Address: 511 N. Caballo RD. Torc 87901

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 Unlock public bathrooms daily and on weekends.  
Trash collection for Parks on weekends

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.

  
Employee's Signature

2/17/22  
Date

  
Department Director Signature

☒ Approved ☐ Denied

Commission

☐ Approved

☐ Denied

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

\_\_\_\_\_  
Date



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

*Agenda Item # : G.1*

**SUBJECT:** Resolution No. 48 21/22 Budget Adjustment Request

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** February 15, 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. 48 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

**Attachments:**

Resolution No 48 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. 48 21/22 Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 2-23-2022



## **RESOLUTION NO. 48 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 23<sup>rd</sup> day 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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences  
FISCAL YEAR: 2021-2022  
DFA Resolution Number: 48 21/22  
BAR NUMBER: 11

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	370	370-7019-38387	Water Trust Board	NMFA Loan Proceeds	\$ 256,458	\$ 300,000.00	\$ -	\$ 556,458	Loan Proceeds for Cantrell Dam Design/Rehabilitation
1	370	370-7019-32375	Water Trust Board	Grant Proceeds	\$ 384,688	\$ 450,000.00	\$ -	\$ 834,688	Grant Proceeds Cantrell Dam Design/Rehabilitation
1	370	370-7019-39935	Water Trust Board	Transfer In	\$ 71,000	\$ 75,000.00	\$ -	\$ 146,000	Match requirement for Cantrell Dam Design/Rehabilitation. Transfer in from fun 306 Jt Utility Capital Improvement
1	370	370-7019-80847	Water Trust Board	Roadways and Bridges	\$ -	\$ 825,000.00	\$ -	\$ 825,000	Cantrell Dam Design/Rehabilitation per Award Letter and Resolution 53 20-21
1	306	306-6103-49930	Jt Utility Capital Improvement	Transfer Out	\$ -	\$ 75,000.00	\$ -	\$ 75,000	Transfer to 370 Water Trust Board for City's match on Cantrell Dam Design/Rehabilitation

ATTEST:

Angela Torres, Clerk-Treasur (Date)

Amanda Forrister, Mayor

(Date)





**RESOLUTION NO. 53 20/21**

**AUTHORIZING ACCEPTANCE OF WATER TRUST BOARD (WTB) PROJECT NO. 5442-WPF  
FUNDING OFFER; FLOOD PREVENTION PROJECT; CANTRELL DAM DESIGN REHABILITATION  
FROM NEW MEXICO FINANCE AUTHORITY (NMFA)**

**WHEREAS**, the City Commission of the City of Truth or Consequences adopted Resolution No. 15 20/21 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Water Trust Board for Cantrell Dam Design Rehabilitation; and

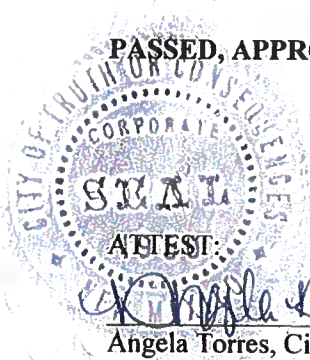
**WHEREAS**, the New Mexico Finance Authority has recommended and approved the funding award; and

**WHEREAS**, the approved funding structure consists of a 40% loan in the amount of \$300,000.00, and a 60% grant in the amount of \$450,000.00 and;

**WHEREAS**, a match is required as part of the funding structure.

**NOW THEREFORE, BE IT RESOLVED THAT**, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA WTB award of 40% loan in the amount of \$300,000, and a 60% grant in the amount of \$450,000 and approves the required cash match in the amount of \$75,000; and approves that City Manager Bruce Swingle is hereby designated as the City's representative on behalf of the NMFA Water Trust Board Project No. 5442-WPF and is authorized as signatory authority and has designated Traci Alvarez as signatory authority in his absence and shall work with staff to execute, sign and submit required documentation.

**PASSED, APPROVED AND ADOPTED this 23rd day of June, 2021.**



  
Sandra Whitehead, Mayor

**ATTEST:**

  
Angela Torres, City Clerk



June 1, 2021

**Via First Class Mail and Email**

City of Truth or Consequences  
Attn: Mayor Sandy Whitehead  
505 Sims St.  
Truth or Consequences, NM 87901  
Sandra.whitehead@torcnm.org

RE: Water Trust Board Project No. 5442-WPF; Flood Prevention Project; Cantrell Dam design/rehabilitation

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 27, 2021, to approve the final terms, structure and conditions of Water Project Funding in the amount of \$750,000 to the City of Truth or Consequences ("City") for its Flood Prevention Project. This action is a result of the Water Trust Board recommendations approved on May 14, 2021.

The approved funding structure consists of a 40% loan in the amount of \$300,000, and a 60% grant in the amount of \$450,000. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the City for the Plan, Design and Reconstruction of the Cantrell Dam.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 11, 2021** by email only to [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Updated Open Meetings Act Resolution;
3. Verification of required match in the amount of \$75,000;
4. Verification that right-of-way and permits have been secured; (if applicable)
5. Approval of planning documents by NMED-Construction Programs Bureau prior to release of funds for design;
6. Approval of construction plans/specs by NMED-Construction Programs Bureau prior to the release of construction funds;
7. Consent of additional debt by USDA and NMED;
8. All contingencies must be satisfied **no later than September 11, 2021**; and
9. Any additional information requested by the NMFA Board or Water Trust Board.

City of Truth or Consequences  
June 1, 2021  
Page 2

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Water Project Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 670-2926, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us), to confirm technical requirements for this project\*.

Please contact me at [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana  
Senior Program Administrator

cc: Traci Alvarez, TorC, [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Morris Madrid, TorC, [mmadrid@torcnm.org](mailto:mmadrid@torcnm.org)  
Mario Juarez-Infante, Wilson & Co., [mario.juarez-infante@wilsonco.com](mailto:mario.juarez-infante@wilsonco.com)  
Steven Deal, NMED-CPB, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)  
Andrea Telmo, NMED-CPB, [Andrea.telmo@state.nm.us](mailto:Andrea.telmo@state.nm.us)



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

*Agenda Item # : G.2*

**SUBJECT:** Ordinance No. 728 for publication authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

***Summary/Background:***

The City received an offer to purchase real property owned by the City. The proposed purchase price is \$64,600.00, which is equal to the appraised value. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance.

***Recommendation:***

Approve Ordinance No. 728 for publication authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1.

***Attachments:***

- Ordinance 728/Purchase Agreement
- Appraisal/Boundary Survey/Legal Description
- Parcel Map
- Sale Ads – 1/28/22 & 2/4/22

***Fiscal Impact (Finance):*** Yes

***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. 728

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-23-2022

ORDINANCE No. \_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF REAL  
PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A 5.616 acre tract of land in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West. N.M.P.M. in the City of Truth or Consequences, Sierra County, New Mexico, described more fully in **EXHIBIT A** attached.

C. WHEREAS, the City has negotiated a Purchase Agreement with ALAMO TWO LLC, ("BUYER") whereby the City shall convey its interest in and to the above-described property to the BUYER; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be sold, and said appraisal was prepared by Karen I. Mundy, MAI, dated January 18, 2022; and

E. The contemplated purchase price is \$64,600.00, which is equal to the appraised value. The City Commission has determined that it is in the best interest of the City to complete this sale due to the following reasons:

- (1) The City would be receiving a lump sum as consideration for the full appraised value.
- (2) The City has determined that the real property is not needed for any other purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Authority. The City is authorized to convey interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Purchase Agreement.



A. The City shall sell and convey the above-described property to the BUYER for the consideration of **SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS (\$64,600.00)** to be paid at closing. Attached hereto as **EXHIBIT B**, is the Purchase Agreement.

B. The closing costs shall be paid by the purchaser.

C. The Purchaser acknowledged that it is buying the property in an “as is” condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF February 2022.

CITY OF TRUTH OR CONSEQUENCES

By \_\_\_\_\_  
AMANDA FORRISTER, Mayor

ATTEST:

By \_\_\_\_\_  
ANGELA TORRES, City Clerk

# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 12, 2020

## LEGAL DESCRIPTION (5.616 ACRES)

A tract of land situate in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M., bounded on the north by W. Second Avenue, on the west by Locust Street and on the South by Garst Avenue, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on Locust Street, whence the SW corner of Section 33, Township 13 South, Range 4 West, a "brass-cap" monument in concrete, bears S63°45'55"W, a distance of 1585.47 feet;

Thence, continuing along Locust Street, N04°37'35"W, a distance of 542.66 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along Locust Street, N33°28'45"E, a distance of 76.04 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129"; a point on W. Second Avenue;

Thence, continuing along W. Second Avenue, S89°50'33"E, a distance of 386.14 feet to the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, S00°15'59"W, a distance of 604.14 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Garst Avenue;

Thence, continuing along Garst Avenue, N89°52'00"W, a distance of 381.50 feet to the point of beginning of the tract hereon described, containing 5.616 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 11, 2020).

## **PURCHASE AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of February 2022, by and between **THE CITY OF TRUTH OR CONSEQUENCES, a Municipal corporation (City), and ALAMO TWO LLC, (Buyer).**

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

A 5.616 acre tract of land in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West. N.M.P.M. in the City of Truth or Consequences, Sierra County, New Mexico, described more fully in **EXHIBIT A** attached.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 22, 2022 from Karen Mundy, MAI certified appraiser. The appraised value of the property was \$64,600.00.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **SIXTY-FOUR THOUSAND, SIX HUNDRED DOLLARS (\$64,600.00).**

3. Immediately upon receiving the purchase funds, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to obtain an appropriate title policy.

5. All recording fees and closing costs will be paid by Buyer.

---

**CITY OF TRUTH OR CONSEQUENCES- Seller**

---

**ALAMO TWO LLC – Buyer**

## ACKNOWLEDGMENTS

**STATE OF** \_\_\_\_\_ **]**  
**COUNTY OF** \_\_\_\_\_ **:ss.**  
**]**

**Notary Public**

Seal) \_\_\_\_\_

**STATE OF NEW MEXICO        ]**

**COUNTY OF SIERRA             ]**

**:ss.**

## Notary Public

**(Seal)**

# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 12, 2020

## LEGAL DESCRIPTION (5.616 ACRES)

A tract of land situate in the NW1/4 SE1/4 SW1/4 of Section 33, Township 13 South, Range 4 West, N.M.P.M., bounded on the north by W. Second Avenue, on the west by Locust Street and on the South by Garst Avenue, located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the SW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129", a point on Locust Street, whence the SW corner of Section 33, Township 13 South, Range 4 West, a "brass-cap" monument in concrete, bears S63°45'55"W, a distance of 1585.47 feet;

Thence, continuing along Locust Street, N04°37'35"W, a distance of 542.66 feet to an angle point in this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129";

Thence, continuing along Locust Street, N33°28'45"E, a distance of 76.04 feet to the NW corner of this tract, a 1/2" rebar w/survcap stamped "NMPLS 12129"; a point on W. Second Avenue;

Thence, continuing along W. Second Avenue, S89°50'33"E, a distance of 386.14 feet to the NE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129";

Thence, S00°15'59"W, a distance of 604.14 feet to the SE corner of this tract, a 1/2" rebar w/aluminum tag stamped "NMPLS 12129", a point on Garst Avenue;

Thence, continuing along Garst Avenue, N89°52'00"W, a distance of 381.50 feet to the point of beginning of the tract hereon described, containing 5.616 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 11, 2020).



Mundy Appraisal Services  
**LAND APPRAISAL REPORT**

File No. C-2021-32 B

<b>SUBJECT</b>	Borrower <u>Not Applicable</u>		Census Tract <u>9622.00</u>		Map Reference <u>3-022-078-372-429</u>					
	Property Address <u>SEC W. 2nd Ave and Locust St</u>									
	City <u>Truth Or Consequences</u>		County <u>Sierra</u>		State <u>NM</u> Zip Code <u>87901</u>					
	Legal Description <u>See attached addenda.</u>									
<b>NEIGHBORHOOD</b>	Sale Price \$ <u>Not Applicable</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD					
	Actual Real Estate Taxes \$ <u>Exempt</u>		(yr)	Other sales concessions <u>Not Applicable</u>						
	Lender/Client <u>City of Truth or Consequences - Client</u>		Address <u>505 Sims Street, Truth or Consequences, NM 87901</u>							
	Occupant <u>Vacant</u>		Appraiser <u>Karen I. Mundy, MAI</u>		Instructions to Appraiser <u>See attached Addenda for Scope of Work.</u>					
	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor		
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Present	<u>60</u> % One-Unit	<u>10</u> % 2-4 Unit	<u>  </u> % Apts.	<u>  </u> % Condo	<u>30</u> % Commercial	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Land Use	<u>  </u> % Industrial	<u>  </u> % Vacant	<u>  </u> %	<u>  </u> %	<u>  </u> %	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Change in Present	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<u>  </u> Taking Place (*)	<u>  </u> Taking Place (*)	<u>  </u> Taking Place (*)	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Land Use	(*) From	To	<u>  </u>	<u>  </u>	<u>  </u>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5</u> % Vacant	<u>  </u> % Vacant	<u>  </u> % Vacant	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
One-Unit Price Range	<u>\$ 23,000</u> to <u>\$ 475,000</u>	Predominant Value	<u>\$ 110,000</u>	<u>  </u>	<u>  </u>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
One-Unit Age Range	<u>5</u> yrs. to <u>80</u> yrs.	Predominant Age	<u>25</u> yrs.	<u>  </u> yrs.	<u>  </u> yrs.	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) <u>See attached addenda.</u>										
<b>SITE</b>	Dimensions <u>Slightly Irregular - See Attached Survey</u>		= <u>5.616</u> Acres		<input checked="" type="checkbox"/> Corner Lot					
	Zoning Classification <u>R-3, Residential Zone 3</u>		Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations							
	Highest and Best Use <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify)		Topo <u>Below Grade of Roadway</u>							
	Public <u>  </u> Other (Describe) <u>  </u>		Size <u>5.616 Acres</u>							
	Elec. <input checked="" type="checkbox"/>	OFF SITE IMPROVEMENTS	Shape <u>Slightly Irregular</u>							
	Gas <input checked="" type="checkbox"/>	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	View <u>Typical Residential</u>							
	Water <input checked="" type="checkbox"/>	Surface <u>Paved</u>	Drainage <u>Appears Adequate</u>							
	San. Sewer <input checked="" type="checkbox"/>	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
	<input type="checkbox"/> Underground Elec. & Tel.	<input type="checkbox"/> Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter	Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <u>The subject site is slightly irregular in shape and contains 5.616 acres, as shown on the Survey included in the report. The site has frontage on the east side of Locust Street and the south side of 2nd Avenue. The topography of the site is uneven and lies below grade of both roadways, and could require significant site work to be usable for more than one or two homesites. It is assumed all utilities are available for extension to the site.</u>							
	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights									
<b>MARKET DATA ANALYSIS</b>	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject. If a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.									
	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3			
	Address	<u>SEC W. 2nd Ave and Locust St Truth Or Consequences, NM 87901</u>	<u>700 Block Gray St Truth or Consequences, NM</u>		<u>S Of 400 Warm Springs Blvd Elephant Butte, NM 87935</u>		<u>203 Highway 181 N Truth Or Consequences, NM 87901</u>			
	Proximity to Subject	<u>  </u>	<u>0.56 miles S</u>		<u>4.10 miles NE</u>		<u>1.83 miles NE</u>			
	Sales Price	<u>\$ Not Applicable</u>	<u>\$ 23,656</u>		<u>\$ 15,544</u>		<u>\$ 6,869</u>			
	Price Total	<u>\$  </u>	<u>\$ 220,000</u>		<u>\$ 90,000</u>		<u>\$ 70,000</u>			
	Data Source(s)	<u>  </u>	<u>MLS # 20203548 - 111 DOM</u>		<u>MLS # 20203548 - 200 DOM</u>		<u>MLS # 20183059 - 485 DOM</u>			
	ITEM	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.		
	Date of Sale/Time Adj.	<u>N/A</u>	<u>08/12/2021</u>	<u>  </u>	<u>02/26/2021</u>	<u>  </u>	<u>10/23/2019</u>	<u>+1,484</u>		
	Location	<u>Urban</u>	<u>Urban</u>	<u>  </u>	<u>Urban</u>	<u>+3,100</u>	<u>Urban</u>	<u>+1,374</u>		
	Site/View	<u>5.616 Acres</u>	<u>9.3 Acres</u>	<u>  </u>	<u>5.79 Acres</u>	<u>  </u>	<u>10.19 Acres</u>	<u>  </u>		
	Topography	<u>Sloping</u>	<u>Generally Level</u>	<u>-11,828</u>	<u>Level</u>	<u>-7,772</u>	<u>Level/Slopes to East</u>	<u>  </u>		
	Zoning	<u>R-3</u>	<u>R-3</u>	<u>  </u>	<u>C-2</u>	<u>  </u>	<u>Mixed Use</u>	<u>  </u>		
	Utilities	<u>Avail. for Extension</u>	<u>Avail. for Extension</u>	<u>  </u>	<u>Avail. for Extension</u>	<u>  </u>	<u>Avail. for Extension</u>	<u>  </u>		
	Sales or Financing Concessions	<u>N/A</u>	<u>Cash to Seller</u>	<u>  </u>	<u>Cash to Seller</u>	<u>  </u>	<u>Cash to Seller</u>	<u>  </u>		
Net Adj. (Total)	<u>  </u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - <u>\$ -11,828</u>	<u>  </u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - <u>\$ -4,672</u>	<input checked="" type="checkbox"/> + <input type="checkbox"/> - <u>\$ 2,858</u>	<u>  </u>	<u>  </u>			
Indicated Value of Subject	<u>  </u>	<u>\$ 11,828</u>	<u>  </u>	<u>\$ 10,872</u>	<u>\$ 9,727</u>	<u>  </u>	<u>  </u>			
Comments on Market Data <u>See attached addenda.</u>										
<b>RECONCILIATION</b>	Comments and Conditions of Appraisal <u>See attached addenda for the Scope of Work.</u>									
	Final Reconciliation <u>The Sales Comparison Approach was the only applicable approach in the valuation of the subject tract of land. Based on the foregoing, I have reconciled on an opinion of market value of \$11,500 per acre for the subject lot. This equates to \$64,600 when multiplied by the 5.616 acres contained in the subject property. \$64,600 rounded.</u>									
	I (WE) ESTIMATE THE MARKET VALUE AS DETERMINED, OF THE SUBJECT PROPERTY AS OF <u>January 6, 2022</u> TO BE \$ <u>64,600</u>									
	Appraiser <u>Karen I. Mundy, MAI</u>				Supervisory Appraiser (If applicable) <u>  </u>					
	Date of Signature and Report <u>01/18/2022</u>				Date of Signature <u>  </u>					
Title <u>Owner/Appraiser</u>				Title <u>  </u>						
State Certification # <u>1219-G</u> ST NM				State Certification # <u>  </u> ST						
Or State License # <u>  </u> ST				Or State License # <u>  </u> ST						
Expiration Date of State Certification or License <u>04/30/2023</u>				Expiration Date of State Certification or License <u>  </u>						
Date of Inspection (If applicable) <u>January 6, 2022</u>				<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection <u>  </u>						

**Supplemental Addendum**

File No. C-2021-32 B

Borrower	Not Applicable				
Property Address	SEC W. 2nd Ave and Locust St				
City	Truth Or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				

**Scope of Work**

The client requested an opinion of market value as of the date of property inspection on January 6, 2022, which coincides with the effective date of appraisal. The intended use of the report is to assist in the potential disposition of the property. The intended user of the report and client is the City of Truth or Consequences.

Site size was based on information obtained from a survey provided by the client that has been included as an Exhibit in the report. In as much as the subject property reflects vacant land, only the Sales Comparison Approach to value could be developed. Land sales were obtained from the New Mexico Multiple Listing Service and were verified and inspected by the appraiser.

**• Neighborhood Comments**

The subject site is located in the central portion of the City of Truth or Consequences, which had a population of 6,052 residents as per the 2020 Census, a decrease of 6.5% from the 2010 population. The area is known for its naturally occurring hot springs and Elephant Butte Reservoir. The population increases to over 100,000 during summer holidays. Regarding market conditions for residential property, 108 homes sold in 2021 at an average price of \$120,701 and 100 days on the market. This reflects a 21.7% increase from average home price in 2020 of \$99,214.

**• Market Data Comments**

Three closed sales and one active listing were selected for comparison to the subject tract. In my opinion, the comparables selected for comparison to the subject property have a similar highest and best use. Sales 1 and 2, and Listing 1 required downward adjustment to compensate for the subject's uneven topography. This adjustment was based on a paired sale analysis of Sales 2 and 3, since Sale 3 has an uneven topography similar to the subject. Based on a comparison of the closed sales, Sale 3 required upward adjustment for changing market conditions, which was applied based on an annual increase of market value since 2019 of roughly 10% per year. No adjustments were deemed warranted for size differences. In the final reconciliation, Sale 1 and Listing 1 were given most weight and were supported by Sales 2 and 3.

**Estimated Exposure Period**

Based on the average marketing time for the three closed transactions of 265 days, or just under 9 months, an appropriate exposure period for the subject tract is 12 months or less.

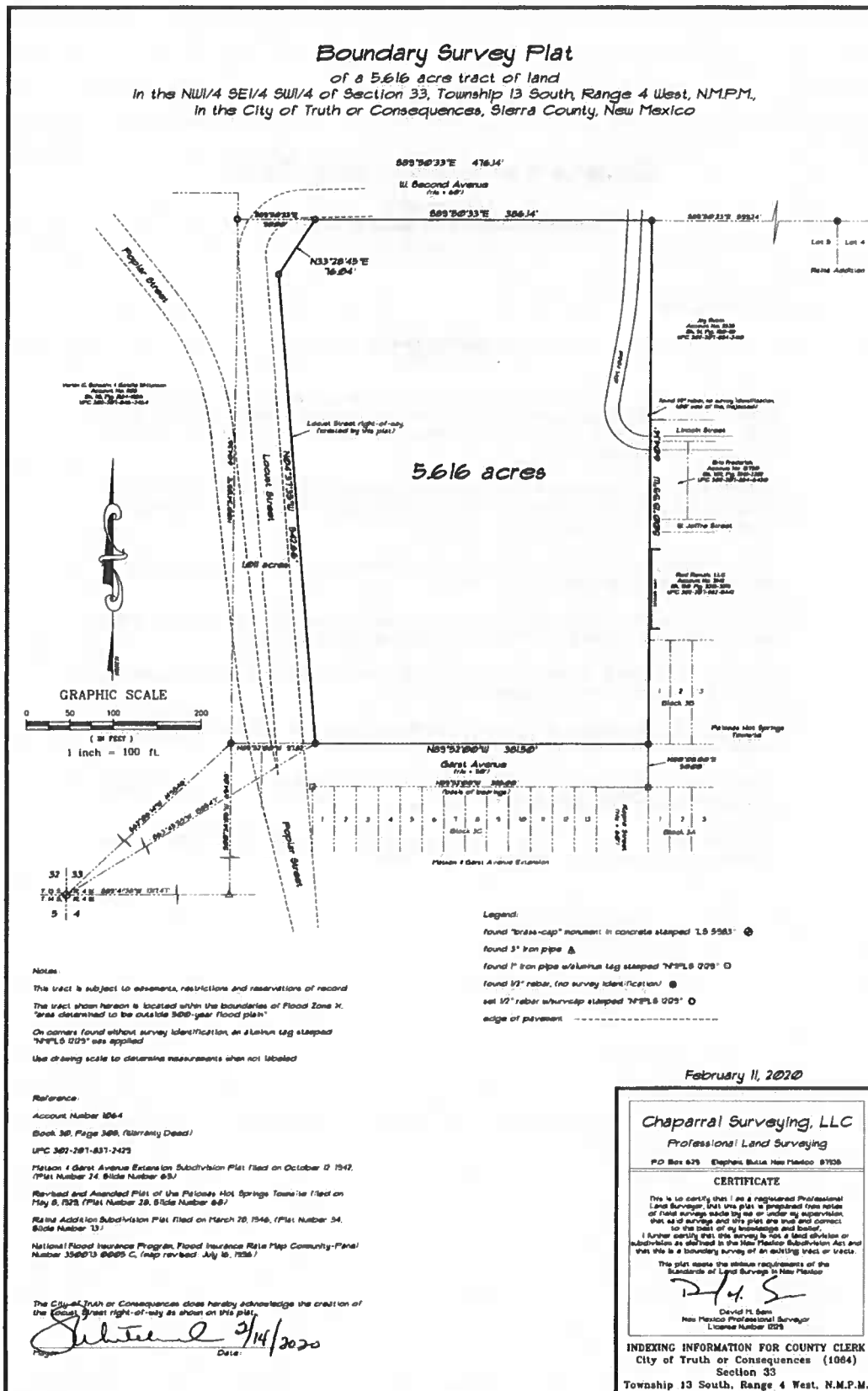
**3-Year Property History**

The City of Truth or Consequences has owned the subject tract in excess of 3 years. As per Ms. Traci Alvarez with the City of Truth or Consequences, the subject tract has not been listed for sale in the past three year period.

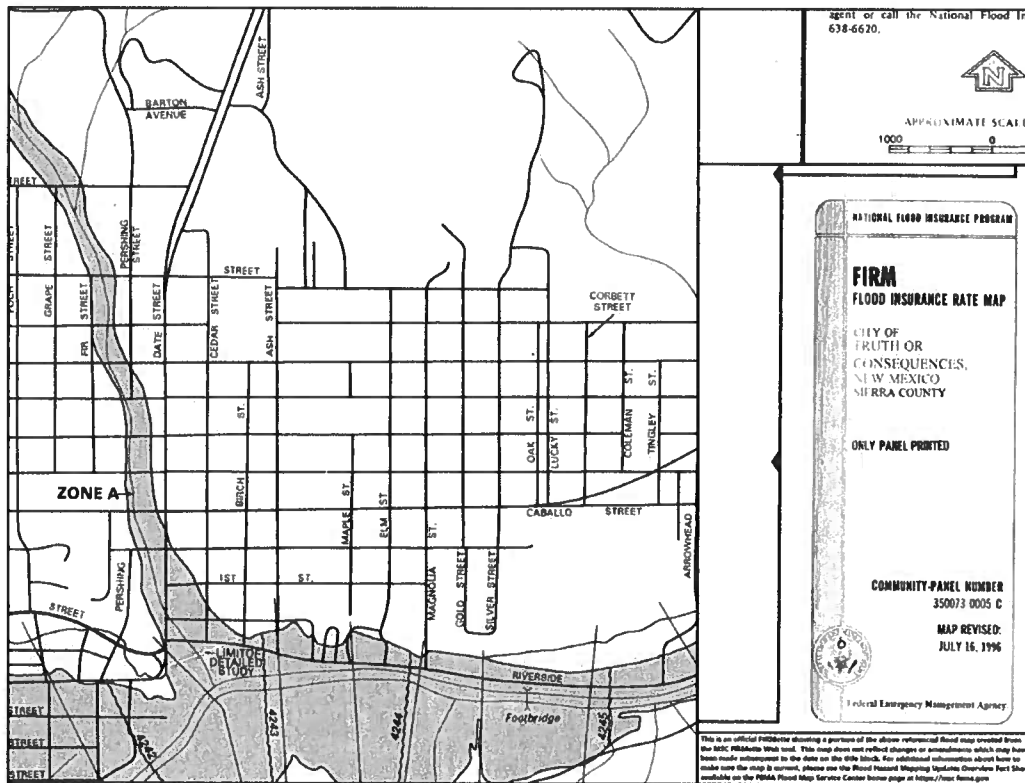
**Extraordinary Assumptions and Hypothetical Conditions**

No extraordinary assumptions or hypothetical conditions were required in the valuation of the subject property.

# Survey

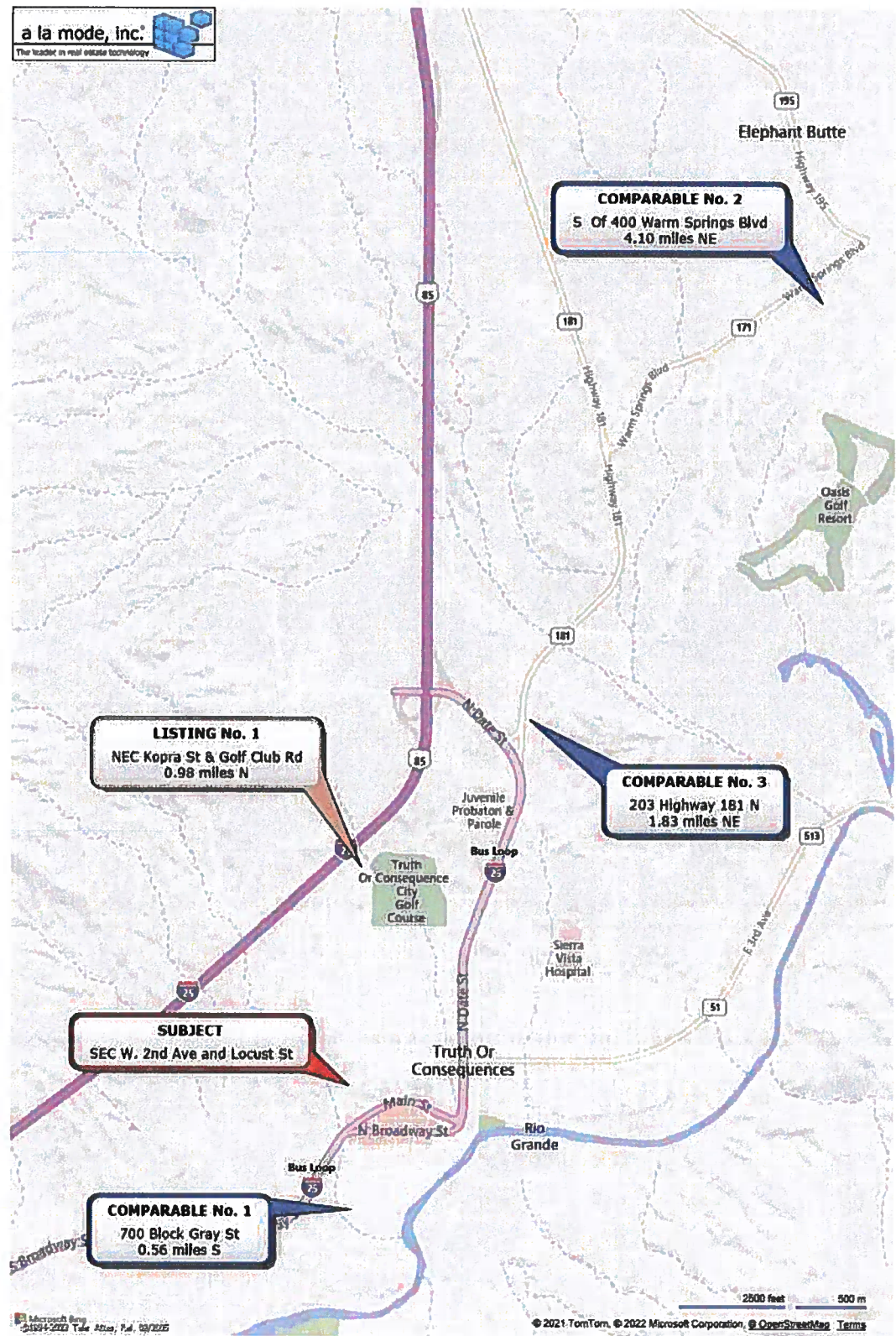


# Flood Zone Map



Location Map

Borrower	Not Applicable				
Property Address	SEC W. 2nd Ave and Locust St				
City	Truth Or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				













# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : G.3

**SUBJECT:** Ordinance No. 729 for publication authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

The City received an offer to purchase real property owned by the City. The proposed purchase price is \$94,501.00, which is above appraised value of \$94,500.00. Pursuant to Section 3-54-1, the proposed Agreement must be approved by ordinance.

(Property was donated to the City in 2016 by Cathie and Marcia Burford with the condition that in the event the property is sold the City will memorialize the donation by using funds to purchase 3 benches to be installed at a City Park bearing the names of Scott Burford, Michael Burford and Morry Burford)

**Recommendation:**

Approve Ordinance No. 729 for publication authorizing the Sale of Real Property pursuant to §NMSA 1978 3-54-1.

**Attachments:**

- Ordinance 729/Purchase Agreement
- Appraisal/Boundary Survey/Legal Description
- Parcel Map
- Sale Ads – 1/28/22 & 2/4/22

**Fiscal Impact (Finance):** Yes

**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. 729

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-23-2022



ORDINANCE No. \_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE OF REAL  
PROPERTY, PURSUANT TO SECTION 3-54-1 NMSA 1978.**

A. WHEREAS, the City of Truth or Consequences, New Mexico (the "City") is a legally created, established, organized and existing incorporated municipality under the constitution and laws of the State of New Mexico; and

B. WHEREAS, the City owns certain real property located within its boundaries specifically described as follows:

A 2.97 acre tract of undeveloped land described more fully in **EXHIBIT A** attached.

C. WHEREAS, the City has negotiated a Purchase Agreement with NURSERY PROJECT LLC, ("BUYER") whereby the City shall convey its interest in and to the above-described property to the BUYER; and

D. WHEREAS, under Section 3-54-1 NMSA 1978, the City is required to obtain an appraisal from a qualified appraiser of any property to be sold, and said appraisal was prepared by Karen I. Mundy, MAI, dated January 18, 2022; and

E. The contemplated purchase price is \$94,501.00, which is substantially equal to the appraised value. The City Commission has determined that it is in the best interest of the City to complete this sale due to the following reasons:

- (1) The City would be receiving a lump sum as consideration.
- (2) The City has determined that the real property is not needed for any other purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO:

Section 1. Authority. The City is authorized to convey interests in real property pursuant to the provisions of Section 3-54-1, N.M.S.A. (1978).

Section 2. Material Terms Purchase Agreement.

A. The City shall sell and convey the above-described property to the BUYER for the consideration of **NINETY-FOUR THOUSAND, FIVE HUNDRED AND ONE DOLLARS (\$94,501.00)** to be paid at closing. Attached hereto as **EXHIBIT 1**, is the Purchase Agreement.

B. The closing costs shall be paid by the purchaser.

C. The Purchaser acknowledged that it is buying the property in an “as is” condition, and the City has made no warranties or representations regarding the Real Property, the status of its title, or its feasibility for development.

Section 3. Effective Date. This Ordinance shall be effective forty-five (45) days after its adoption.

Section 4. Severability. If any section, paragraph, clause or provision shall be held to be valid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED, SIGNED AND APPROVED THIS \_\_\_\_ DAY OF February 2022.

CITY OF TRUTH OR CONSEQUENCES

By \_\_\_\_\_  
AMANDA FORRISTER, Mayor

ATTEST:

By \_\_\_\_\_  
ANGELA TORRES, City Clerk



**Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Four (4), and the East One-Half (E 1/2) of Block Eight (8), Section 35, Township 13 South, Range 4 West.**

**Save and Except:**

**A certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M, Pedro Armendaris Grant No. 33, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:**

**Parts of Lots 4 & 5, Block 4, Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 42°49'03" W, 977.67 Feet:**

**Thence S 62°40'00" E, 200.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 200.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning**

**A Certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M. Pedro Armendaris Grant No. 33, City of Truth or Consequences, New Mexico and being more particularly described as follows:**

**Parts of Lots 7 & 9, Block 8 Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 36°57'39" W, 765.33 Feet:**

**Thence S 62°40'00" E, 230.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 230.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning.**

**Otherwise known as:**

**Section-35 Township 13S Range-04 W**

**2.96 acres in NW4NW4**

## **PURCHASE AGREEMENT**

This Agreement is entered into on the \_\_\_\_ day of February 2022, by and between **THE CITY OF TRUTH OR CONSEQUENCES**, a Municipal corporation (City), and **NURSERY PROJECT LLC**, (Buyer).

### **RECITALS**

A. The parties desire to enter into an Agreement whereby the City will sell, transfer and convey all of its interest in and to the following described realty to the Buyer:

A 2.97 acre tract of undeveloped land described more fully in **EXHIBIT A** attached.

B. For the sale of real property, the City is required to follow the provisions of §3-54-1, N.M.S.A. (1978).

C. The City obtained an appraisal dated January 22, 2022 from Karen Mundy, MAI certified appraiser. The appraised value of the property was \$94,500.00.

**NOW THEREFORE**, the parties agree as follows:

1. The City hereby sells, conveys and transfers all of its interest in the above-referenced realty to the Buyer for the agreed upon consideration.

2. Upon the execution of this Purchase Agreement, the Buyer shall pay to the City the sum of **NINETY-FOUR THOUSAND, FIVE HUNDRED AND ONE DOLLARS (\$94,501.00)**.

3. Immediately upon receiving the purchase price, the City shall deliver to buyer an executed quitclaim deed which shall convey the aforesaid property to the buyer.

4. The buyer is purchasing the property on an "as is" basis, and is not relying upon any warrants or representations made by City, either to the condition of the premises, the status of the title, or as to its feasibility of future development. The Buyer has been encouraged to obtain an appropriate title policy.

5. All recording fees and closing costs will be paid by Buyer.

\_\_\_\_\_  
**CITY OF TRUTH OR CONSEQUENCES- Seller**

\_\_\_\_\_  
**NURSERY PROJECT LLC – Buyer**

## ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
:ss.  
COUNTY OF \_\_\_\_\_ )

## Notary Public

Seal) \_\_\_\_\_

**STATE OF NEW MEXICO        ]**

**COUNTY OF SIERRA             ]**

**:ss.**

## Notary Public

**(Seal)**

**Lots One (1), Two (2), Three (3), Four (4) and Five (5) in Block Four (4), and the East One-Half (E 1/2) of Block Eight (8), Section 35, Township 13 South, Range 4 West.**

**Save and Except:**

**A certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M, Pedro Armendaris Grant No. 33, City of Truth or Consequences, Sierra County, New Mexico and being more particularly described as follows:**

**Parts of Lots 4 & 5, Block 4, Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 42°49'03" W, 977.67 Feet:**

**Thence S 62°40'00" E, 200.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 200.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning**

**A Certain tract of land situate within projected Section 35, Township 13 South, Range 4 West, N.M.P.M. Pedro Armendaris Grant No. 33, City of Truth or Consequences, New Mexico and being more particularly described as follows:**

**Parts of Lots 7 & 9, Block 8 Mims III Subdivision (unapproved), and being further described as follows:**

**Beginning at the Northwest corner, WHENCE the closing corner between Sec. 27 & 34, T13S, R4W, a point on the West Line of Pedro Armendaris Grant No. 33 bears N 36°57'39" W, 765.33 Feet:**

**Thence S 62°40'00" E, 230.00 Feet**

**Thence S 27°20'00" W, 200.00 Feet**

**Thence N 62°40'00" W, 230.00 Feet**

**Thence N 27°20'00" E, 200.00 Feet to the point of beginning.**

**Otherwise known as:**

**Section-35 Township 13S Range-04 W**

**2.96 acres in NW4NW4**

Mundy Appraisal Services  
**LAND APPRAISAL REPORT**

File No. C-2021-32 A

<b>SUBJECT</b>	Borrower <b>Not Applicable</b>		Census Tract <b>9622.00</b>		Map Reference <b>3-020-078-455-056</b>				
	Property Address <b>NW of 1004 3rd Street</b>								
	City <b>Truth or Consequences</b>		County <b>Sierra</b>		State <b>NM</b> Zip Code <b>87901</b>				
	Legal Description <b>Part of the NW 1/4 NW 1/4 Section 35, Township 13 South, Range 4 West, within the City of Truth or Consequences</b>								
<b>NEIGHBORHOOD</b>	Sale Price \$ <b>Not Applicable</b>		Date of Sale <b>N/A</b>	Loan Term <b>N/A</b>	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD				
	Actual Real Estate Taxes \$ <b>Exempt</b>		(yr) <b></b>	Loan charges to be paid by seller \$ <b>N/A</b>	Other sales concessions <b>Not Applicable</b>				
	Lender/Client <b>City of Truth or Consequences</b>		Address <b>505 Sims Street, Truth or Consequences, NM 87901</b>						
	Occupant <b>Vacant</b>		Appraiser <b>Karen I. Mundy, MAI</b>		Instructions to Appraiser <b>See attached Addenda for Scope of Work.</b>				
	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Good	Avg.	Fair	Poor	
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	Property Values	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Present	<b>60 % One-Unit</b>	<b>10 % 2-4 Unit</b>	<b>% Apts.</b>	<b>% Condo</b>	<b>30 % Commercial</b>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Land Use	<b>% Industrial</b>	<b>% Vacant</b>	<b>%</b>	<b>%</b>	<b>%</b>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<b>5 % Vacant</b>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
One-Unit Price Range	<b>\$ 23,000 to \$ 475,000</b>	Predominant Value \$ <b>110,000</b>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
One-Unit Age Range	<b>5 yrs. to 80 yrs.</b>	Predominant Age <b>25 yrs.</b>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)	<b>See attached addenda.</b>								
<b>SITE</b>	Dimensions <b>Rectangular - See Assessor Aerial Map</b>		<b>= 2.97 Acres</b>		<input checked="" type="checkbox"/> Corner Lot				
	Zoning Classification <b>R-3, Residential, and C-1, Commercial Zone</b>		Present Improvements <input checked="" type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations						
	Highest and Best Use <input checked="" type="checkbox"/> Present Use <input type="checkbox"/> Other (specify) <b></b>		Topo <b>Above Grade of Roadway</b>						
	Public <input checked="" type="checkbox"/> Other (Describe) <b></b>		Size <b>2.97 Acres</b>						
	Elec. <input checked="" type="checkbox"/>		Shape <b>Rectangular</b>						
	Gas <input checked="" type="checkbox"/>		View <b>Mountains</b>						
	Water <input checked="" type="checkbox"/>		Drainage <b>Appears Adequate</b>						
	San. Sewer <input checked="" type="checkbox"/>		Is the property located in a FEMA Special Flood Hazard Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						
	<input type="checkbox"/> Underground Elec. & Tel.		Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) <b>The subject site is rectangular in shape and contains 2.97 acres, as per the Sierra County Assessor. The site has frontage on the north side of E. 3rd Street. The topography of the site is level and then slopes upward to the north. It is assumed all utilities are available for extension to the site.</b>						
	<b>MARKET DATA ANALYSIS</b>	The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.							
ITEM		SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3		
Address		<b>NW Of 1004 3rd Street</b>	<b>1980 N Date St</b>		<b>218 Warm Springs Blvd</b>		<b>1601 E 3rd Ave</b>		
		<b>Truth Or Consequences, NM 87901</b>	<b>Truth Or Consequences, NM 87901</b>		<b>Elephant Butte, NM 87935</b>		<b>Truth Or Consequences, NM 87901</b>		
Proximity to Subject		<b></b>	<b>1.37 miles NW</b>		<b>2.92 miles N</b>		<b>0.48 miles SW</b>		
Sales Price		<b>\$ Not Applicable</b>	<b>\$ 63,681</b>		<b>\$ 53,326</b>		<b>\$ 21,053</b>		
Price Total		<b>\$</b>	<b>\$ 375,000</b>		<b>\$ 135,000</b>		<b>\$ 20,000</b>		
Data Source(s)		<b></b>	<b>MLS # 20215205 - 70 DOM</b>		<b>MLS # 20162494 - 1908 DOM</b>		<b>MLS # 20135481 - 2372 DOM</b>		
ITEM		DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	
Date of Sale/Time Adj.		<b>N/A</b>	<b>12/03/2021</b>	<b></b>	<b>08/10/2021</b>	<b></b>	<b>09/21/2016</b>	<b>+13,053</b>	
Location		<b>Urban</b>	<b>Urban</b>	<b>-31,841</b>	<b>Urban</b>	<b>-21,330</b>	<b>Urban</b>	<b></b>	
Site/View		<b>2.97 Acres</b>	<b>5.46 Acres</b>	<b></b>	<b>2.58 Acres</b>	<b></b>	<b>0.95 Acres</b>	<b>-2,526</b>	
Topography		<b>Slopes to South</b>	<b>Generally Level</b>	<b></b>	<b>Generally Level</b>	<b></b>	<b>Generally Level</b>	<b></b>	
Zoning		<b>C-1 and R-3</b>	<b>C-1</b>	<b>No Adj.</b>	<b>C-2</b>	<b>No Adj.</b>	<b>C-2</b>	<b>No Adj.</b>	
Utilities		<b>Avail. for Extension</b>	<b>Avail. for Extension</b>	<b></b>	<b>Avail. for Extension</b>	<b></b>	<b>Avail. for Extension</b>	<b></b>	
Sales or Financing Concessions	<b>N/A</b>	<b>Cash to Seller</b>		<b>Cash to Seller</b>		<b>Cash to Seller</b>			
Net Adj. (Total)	<b></b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	<b>\$ -31,841</b>	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	<b>\$ -21,330</b>	<input checked="" type="checkbox"/> + <input type="checkbox"/> -	<b>\$ 10,527</b>		
Indicated Value of Subject	<b></b>	<b>\$ 31,840</b>	<b></b>	<b>\$ 31,996</b>	<b></b>	<b>\$ 31,580</b>	<b></b>		
Comments on Market Data <b>See attached addenda.</b>									
<b>RECONCILIATION</b>	Comments and Conditions of Appraisal <b>See attached addenda for the Scope of Work.</b>								
	Final Reconciliation <b>The Sales Comparison Approach was the only applicable approach in the valuation of the subject tract. Based on the foregoing, I have reconciled on an opinion of market value of \$31,800 per acre for the subject lot. This equates to \$94,446 when multiplied by the 2.97 acres contained in the subject property, or \$94,500 rounded.</b>								
	<b>I (WE) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE SUBJECT PROPERTY AS OF <u>January 6, 2022</u> TO BE \$ <u>94,500</u></b>								
	Appraiser <b>Karen I. Mundy, MAI</b>				Supervisory Appraiser (if applicable) <b></b>				
	Date of Signature and Report <b>01/18/2022</b>				Date of Signature <b></b>				
Title <b>Owner/Appraiser</b>				Title <b></b>					
State Certification # <b>1219-G</b> ST <b>NM</b>				State Certification # <b></b> ST <b></b>					
Or State License # <b></b> ST <b></b>				Or State License # <b></b> ST <b></b>					
Expiration Date of State Certification or License <b>04/30/2023</b>				Expiration Date of State Certification or License <b></b>					
Date of Inspection (if applicable) <b>January 6, 2022</b>				<input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection <b></b>					



**Supplemental Addendum**

File No. C-2021-32 A

Borrower	Not Applicable				
Property Address	NW of 1004 3rd Street				
City	Truth or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				

**Scope of Work**

The client requested an opinion of market value as of the date of property inspection on January 6, 2022, which coincides with the effective date of appraisal. The intended use of the report is to assist in the potential disposition of the property. The intended user of the report and client is the City of Truth or Consequences.

Site size was based on information obtained from the Sierra County Assessor. In as much as the subject property reflects vacant land, only the Sales Comparison Approach to value could be developed. Land sales were obtained from the New Mexico Multiple Listing Service and were verified and inspected by the appraiser.

**• Neighborhood Comments**

The subject site is located in the central portion of the City of Truth or Consequences, which had a population of 6,052 residents as per the 2020 Census, a decrease of 6.5% from the 2010 population. The area is known for its naturally occurring hot springs and Elephant Butte Reservoir. The population increases to over 100,000 during summer holiday weekends. Regarding market conditions for residential property, 108 homes sold in 2021 at an average price of \$120,701 and 100 days on the market. This reflects a 21.7% increase from average home price in 2020 of \$99,214.

**• Market Data Comments**

Four closed sales were selected for comparison to the subject tract. In my opinion, the comparables selected for comparison to the subject property have a similar highest and best use. Land Sale 3 was chosen for comparison to the subject property in spite of its older date of sale due to its proximity to the subject and frontage on 3rd Street. The 62% upward adjustment for changing market conditions was applied based on the percentage change in average home price within the City of Truth or Consequences for 2016 of \$74,424 versus average home price in 2021 of \$120,701.

Sale 1 required a 50% downward adjustment to compensate for its superior location on the main commercial corridor from Truth or Consequences to Elephant Butte Lake. Sale 2 required a 40% downward adjustment to compensate for its location on Warm Springs Boulevard, which is also superior to the subject tract. The location adjustments were applied based on a paired sale analysis of Sale 3 with older sales located on the more heavily traveled arterials. Lastly, Sale 3 required a 10% downward adjustment to reflect its smaller size as compared to the subject property, which was also based on paired sale analysis.

In the final reconciliation, all three sales were given equal weight.

**Estimated Exposure Period**

The average marketing time for the three closed transaction was 1,450 days, or just over 4 years. In my opinion, however, an appropriate exposure period for the subject tract would be 12 months or less given the strong market conditions being experienced in the Truth or Consequences market in the past 2 years.

**3-Year Property History**

The City of Truth or Consequences has owned the subject tract in excess of 3 years. As per Ms. Traci Alvarez with the City of Truth or Consequences, the subject tract has not been listed for sale in the past three year period.

**Extraordinary Assumptions and Hypothetical Conditions**

No extraordinary assumptions or hypothetical conditions were required in the valuation of the subject property.

## Subject Land Photo Page

Borrower	Not Applicable				
Property Address	NW of 1004 3rd Street				
City	Truth or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				



### View of Site Facing North

NW Of 1004 3rd Street

Sales Price	Not Applicable
Date of Sale	N/A
Site Area	7,000 SF
Location	Urban
Topography	Slopes to South
Zoning	C-1
Utilities	Avail. for Extension

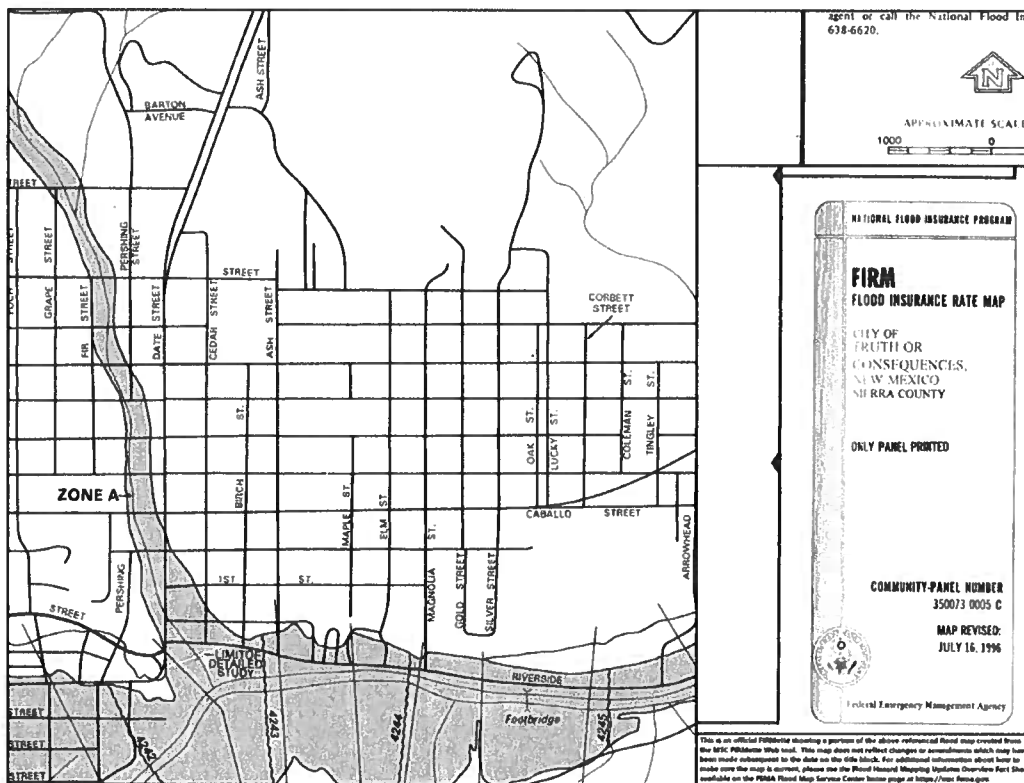


### View of 3rd Street Facing NW



### Aerial View of Assessor Map

# Flood Zone Map



**Legend**

City of Truth or Consequences  
Zoning Codes

- C-1 Commercial Zone
- M-1 Light Manufacturing
- R-1 Residential Zone 1
- R-2 Residential Zone 2
- R-3 Residential Zone 3
- R-4 Residential Zone 4
- RR-1 Riverside Residential
- T-1 Transition Zone

Municipal Limits

- City of Truth or Consequences
- Village of Williamsburg

Adopted by the Truth or Consequences  
City Commission on

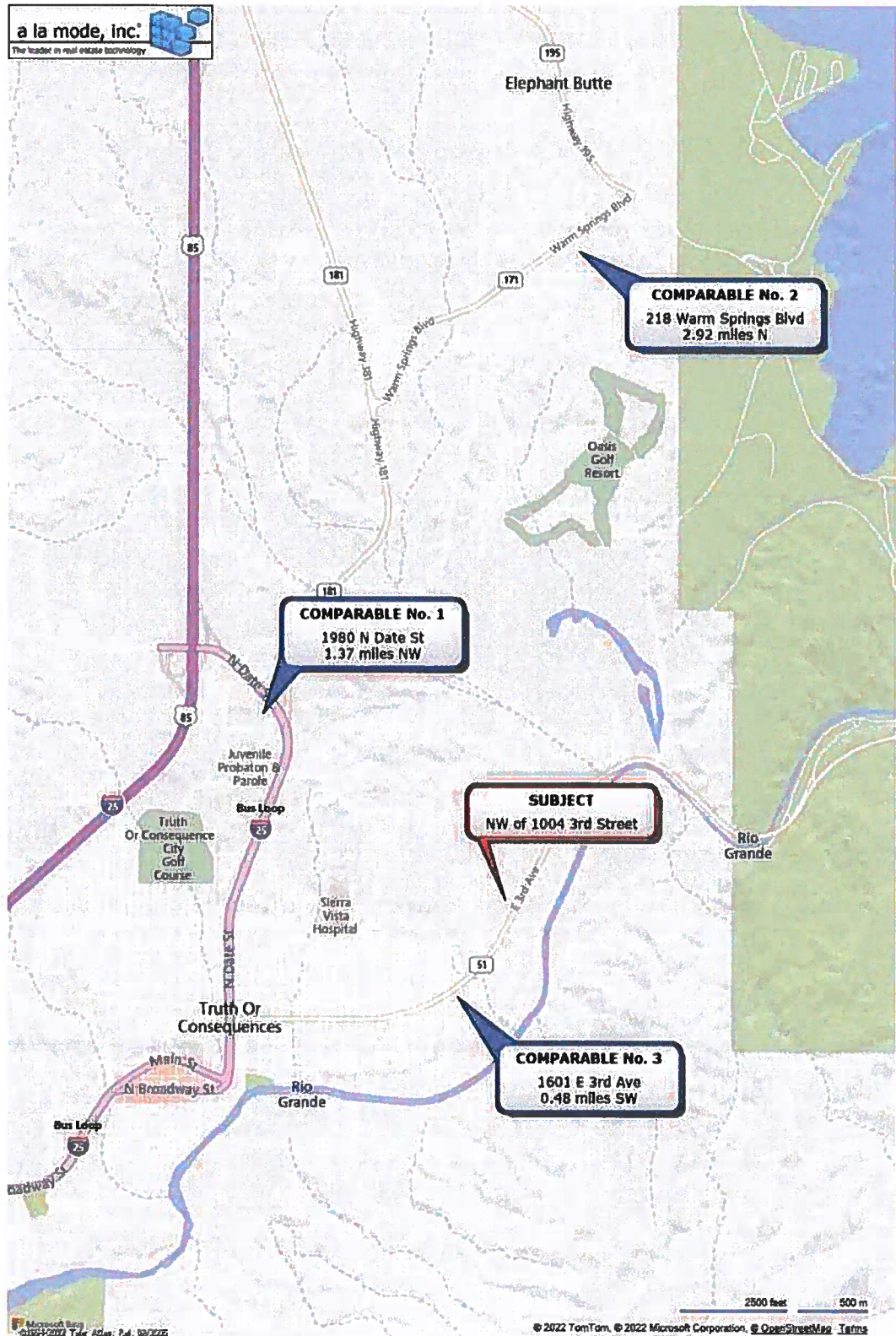
**Zoning Map**

**City of Truth or Consequences**  
Sierra County, New Mexico



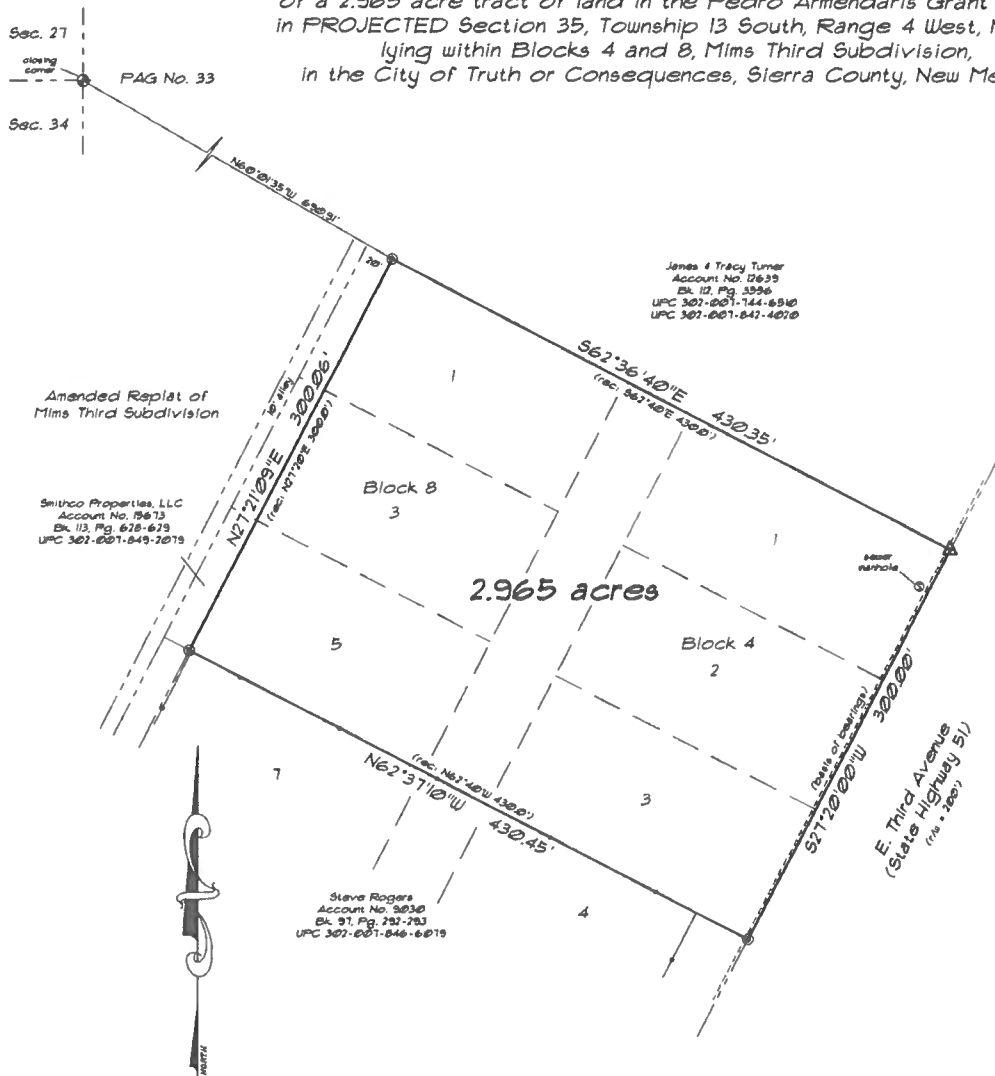
# Location Map

Borrower	Not Applicable				
Property Address	NW of 1004 3rd Street				
City	Truth or Consequences	County	Sierra	State	NM Zip Code 87901
Lender/Client	City of Truth or Consequences				



# BOUNDARY SURVEY PLAT

of a 2.965 acre tract of land in the Pedro Armendaris Grant No. 33,  
in PROJECTED Section 35, Township 13 South, Range 4 West, N.M.P.M.,  
lying within Blocks 4 and 8, Mims Third Subdivision,  
in the City of Truth or Consequences, Sierra County, New Mexico



## GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

## Notes:

This tract is subject to easements, restrictions and reservations of record

The tract shown hereon is located within the boundaries of Flood Zone X,  
"area determined to be outside 500-year flood plain"

Use drawing scale to determine measurements when not labeled

February 15, 2022

## Reference:

Account No. 16327

Book 97, Page 465, (Warranty Deed)

UPC 302-007-845-5056

Mims Third Subdivision Plat filed on October 18, 1991, (Plat No. 321)

Amended Replat of Mims Third Subdivision filed on December 17, 1991, (Plat  
No. 323, Slide No. 119)

National Flood Insurance Program, Flood Insurance Rate Map Community-Panels  
No. 350073 0005 C, (map revised: July 16, 1996)

## Legend:

found 2" iron pipe w/aluminum tag stamped "NMPLS 12129" ▲

found 5/8" rebar w/survcap stamped "RLS 8473" ●

found 1/2" rebar w/survcap stamped "NMPLS 12129" ⊕

overhead power lines -----

chain link fence -----

## Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 679 Elephant Butte, New Mexico 87935

## CERTIFICATE

This is to certify that I am a registered Professional  
Land Surveyor, that this plat is prepared from notes  
of field surveys made by me or under my supervision,  
that said surveys and this plat are true and correct  
to the best of my knowledge and belief.  
I further certify that this survey is not a land division or  
subdivision as defined in the New Mexico Subdivision Act and  
that this is a boundary survey of an existing tract or tracts.

This plat meets the minimum requirements of the  
Standards of Land Surveying in New Mexico.

David M. Sonn  
New Mexico Professional Surveyor  
License Number 12129

INDEXING INFORMATION FOR COUNTY CLERK  
City of Truth or Consequences (16327)  
Mims Third Subdivision, PAG No. 33  
PROJECTED Sec. 35, Tshp. 13 S., Rge. 4 W.



# Chaparral Surveying, LLC

P.O. Box 629  
Elephant Butte, New Mexico 87935  
(575) 740-0334

February 16, 2022

## LEGAL DESCRIPTION

(2.965 ACRES)

A tract of land situate in the Pedro Armendaris Grant No. 33, in PROJECTED Section 35, Township 13 South, Range 4 West, N.M.P.M., lying within Blocks 4 and 8, Mims Third Subdivision, bounded on the east by E. Third Avenue, (State Highway 51), located in the City of Truth or Consequences, Sierra County, New Mexico, and more particularly described as follows, to-wit;

Beginning at the NW corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473", whence the closing corner between Sections 27 and 34, Township 13 South, Range 4 West and the Pedro Armendaris Grant No. 33, a 1/2" rebar w/survcap stamped "NMPLS 12129", bears N60°01'35"W, a distance of 690.91 feet;

Thence, S62°36'40"E, a distance of 430.35 feet to the NE corner of this tract, a 2" iron pipe w/aluminum tag stamped "NMPLS 12129", a point on E. Third Avenue;

Thence, continuing along E. Third Avenue, S27°20'00"W, a distance of 300.00 feet to the SE corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473";

Thence, N62°37'10"W, a distance of 430.45 feet to the SW corner of this tract, a 5/8" rebar w/survcap stamped "RLS 8473";

Thence, N27°21'09"E, a distance of 300.06 feet to the point of beginning of the tract hereon described, containing 2.965 acres of land, more or less.

This legal description was prepared from a field survey by David M. Senn, NMPLS 12129, (re: Chaparral Surveying, LLC, Boundary Survey Plat dated February 15, 2022).





COCHISE WAY

1107 BOSQUE DR

1105 BOSQUE DR

1103 BOSQUE DR

1101 BOSQUE DR

1008 MESCALERO DR

1006 BOSQUE DR

1004 MESCALERO DR

1000 MESCALERO DR

908 BOSQUE DR

904 BOSQUE DR

902 BOSQUE DR

901 BOSQUE DR

808 BOSQUE DR

807 BOSQUE DR

803 BOSQUE DR

802 BOSQUE DR

800 BOSQUE DR

617 VICTORIO WAY

1009 MESCALERO DR

1003 MESCALERO DR

703 JICARILLA WAY

1004 E 3RD AVE

1007 CABALLO RD

1005 CABALLO RD

1001 CABALLO RD

926 CABALLO RD

923 CABALLO RD

920 CABALLO RD

917 CABALLO RD

1301 N HIGHWAY

1204 N RIVERSIDE DR

1202 N RIVERSIDE DR

1200 N RIVERSIDE DR

1107 N RIVERSIDE DR

1105 N RIVERSIDE DR

1103 N RIVERSIDE DR

1101 N RIVERSIDE DR

1049 N RIVERSIDE DR

1047 N RIVERSIDE DR

3020078455056

3020078355040

3020078393063

3020078372081

3020078466079

3020078483112



**Laurel Woods Realty**  
575-448-2711 • laurelwoodsrealty.com

**Sumner Woods Realty**  
575-448-4200 • sumnerwoodsrealty.com

**Sierra County Fairgrounds**  
2953 S. Broadway, T-or-C, NM

**A large assortment of animal head mounts**  
(African & Alaskan), museum quality.

**Assortment of silver coins, jewelry, rifles, pistols, ammunition, vehicles, trailers.**

**A variety of shop tools, household and lawn furniture, and so much more!**

**CONSIGNMENTS WELCOME**

**\$5 for Buyers Number - No pets on sale day**

**No old tires/TVs. Dump fee will be assessed to leftover merchandise**

**WILLARD HALL AUCTIONS**  
P.O. Box 155 • Williamsburg, NM 87942  
Day (575) 740-0757  
http://willardhallauctions.com or auctionzip.com

**CITY OF TRUTH OR CONSEQUENCES PROPERTIES FOR SALE**  
Contact: Traci Alvarez 575-952-0565  
talvarez@torcnm.org

**401 McAdoo Street - Truth or Consequences, NM 87901**  
(COPIES OF SURVEYS AND APPRAISALS AVAILABLE UPON REQUEST)

**612 E Second Street**  
Parcel # 302207802356  
Appraised \$20,000

**309 Birch Street**  
Parcel # 3022078023542  
Appraised \$20,000

**1506 Th Street**  
Parcel # 3022078043326  
Appraised \$16,000

**302207802356**  
Appraised \$20,000

**3022078023542**  
Appraised \$20,000

**3022078043326**  
Appraised \$16,000

**FOR SALE**  
OFFERS TO PURCHASE WILL BE ACCEPTED UNTIL FEBRUARY 11, 2022

## Wanted

**DRIVER WANTED:** No trucks, no smokers, must be fully vaccinated, be masked, wear no perfume, cologne, etc. Per trip take me to run local errands in T-or-C. Free meal included. Flat rate \$40 cash. Call Anne, 310-596-9786. 2/11

## Miscellaneous

**Repent and be baptized, every one of you in the name of Jesus Christ for the remission of sins. And ye shall receive the gift of Holy Spirit. Acts 2:38**

**FOR SALE:** Misc. music items - amps, mic stands, drum machine, light set w/ poles & lights. Call 575-571-5654, leave message. Also, 6x10 enclosed trailer. 1/28

**GET A \$250 AT&T Visa® reward card when you buy a smartphone on AT&T Next! Limited time offer. More for your thing. (Fido's well-qualified credit. Limits & restr's apply.) Call Now! 1-866-771-4662 or visit www.250reward.com/NM. 1/28**

**TWO GREAT new offers from AT&T Wireless! Ask how to get the Next Generation Samsung Galaxy S10e free. Free iPhone with AT&T's Buy One, Give One. While supplies last! Call 1-866-771-4662 or www.freephonesnow.com/NM. 1/28**

**Ask Andrea**

**206 SPRINGLAND - REDUCED TO \$29,900**

**PRIME. 50 acre location is 206 Springland in Elephant Butte. On your way to the Lake on paved street. Fairly level, fencing. No utilities on site.**

**Desert Lakes Realty, LLC**  
575-740-4168 • 575-740-4168  
Call 575-740-7196  
freemanandrea@gmail.com

Andrea Freeman, GRI, Broker Associate, M.L.S., \$1.5M+ Producer Selling Santa Cruz, for over 39 years

## LEGAL NOTICE

**STATE OF NEW MEXICO COUNTY OF SIERRA SEVENTH JUDICIAL DISTRICT COURT**  
No. D-721-PB-2022-00002

**Judge: Honorable Roscoe A. Woods**  
**IN THE MATTER OF THE ESTATE OF DAVID E. GOWER,**

**Deceased.**

**NOTICE TO CREDITORS**

**HERBY**

GIVEN THAT the undersigned has been appointed personal representative of this estate. All persons having claims against this estate are required to present their claims within four months after the date of the first publication of this Notice or the claims will be forever barred. Claims must be presented either to the undersigned personal representative or to **MARK A. FILOSA**, Post Office Drawer 391, Truth or Consequences, New Mexico, or filed with the District Court, 211 N. Date Street, Truth or Consequences, NM 87901.

**DATED:** January 5, 2022.

**Bibiana Victoria Gower**

**BIBIANA VICTORIA GOWER**

**Personal Representative**

**4100 Leon Grande SE**

**Rio Rancho, NM 87124**

**/s/Mark A. Filosa**

**MARK A. FILOSA**

**Attorney for Personal Representative**

**Post Office Drawer 391**

**Truth or Consequences, NM 87901**

**(575) 894-7151 Email: filosa@azdental.com**

**Pub.: Jan. 14, 21 & 28, 2022**

**This legal posted at www.newmexicopublicnotice.com**

**/s/Mark A. Filosa**

**MARK A. FILOSA**

**Attorney for Personal Representative**

**Post Office Drawer 391**

**Truth or Consequences, NM 87901**

**(575) 894-7151 Email: filosa@azdental.com**

**Pub.: Jan. 14, 21 & 28, 2022**

**This legal posted at www.newmexicopublicnotice.com**

**/s/Mark A. Filosa**

**MARK A. FILOSA**

**Attorney for Personal Representative**

**Post Office Drawer 391**

**Truth or Consequences, NM 87901**

**(575) 894-7151 Email: filosa@azdental.com**

**Pub.: Jan. 14, 21 & 28, 2022**

**This legal posted at www.newmexicopublicnotice.com**

**/s/Mark A. Filosa**

**MARK A. FILOSA**

**Attorney for Personal Representative**

**Post Office Drawer 391**

**Truth or Consequences, NM 87901**

**(575) 894-7151 Email: filosa@azdental.com**

**Pub.: Jan. 14, 21 & 28, 2022**

**This legal posted at www.newmexicopublicnotice.com**

**/s/Mark A. Filosa**

**MARK A. FILOSA**

**Attorney for Personal Representative**

**Post Office Drawer 391**

**Truth or Consequences, NM 87901**

**ESTATE AUCTION**  
**Sat., February 5th 9 a.m.**  
Sierra County Fairgrounds  
2953 S. Broadway, T-or-C, NM

**A large assortment of animal head mounts**  
(African & Alaskan), museum quality.

**Assortment of silver coins, jewelry, rifles, pistols, ammunition, vehicles, trailers.**

**A variety of shop tools, household and lawn furniture, and so much more!**

**CONSIGNMENTS WELCOME**

**\$5 for Buyers Number - No pets on sale day**

**No old tires/TVs. Dump fee will be assessed to leftover merchandise**

**WILLARD HALL AUCTIONS**  
P.O. Box 155 • Williamsburg, NM 87942  
Day (575) 740-0757  
http://willardhallauctions.com or auctionzip.com

**FOR SALE!**

**Kodiak Ultimate 3221RLSL**  
Year 2021 Make Dutchman  
36' length with three tip-outs.  
**\$38,000.00**  
Call to view 575-443-3185 Helen Lyon

ages and power your home. Full installation services available. \$0 down financing option. Request free, no obligation quote today. Call 1-844-928-2078. 1/28

**ATTENTION VIAGRA**

users: Generic 100 mg blue pills or generic 20 mg yellow pills. Get 45 plus 5 free \$99 + s/h. Guaranteed, no

prescription necessary. Call 855-762-0571. 1/28

**DIRECTV FOR \$69.99/mo**

for 12 months with Choice package. Watch for your favorite live sports, news & entertainment anywhere. One year of HBO Max free. Directv is #1 in Customer Satisfaction (JD Power & Assoc.) Call for more details! (some restrictions)

**LEGAL NOTICE**

**LEGAL NOTICE**

Elephant Butte Regular Planning & Zoning Commission Meeting: Tuesday, February 1, 2022, at 9:00 am, City Hall, 103 Water Street. To join by WebEx: (415) 655-0001. Access Code: 2552 804 7302. Password: 87935 or www.cityofelephantbutte.com. Public comment can be made in person, through WebEx, or sent to cityclerk@cityofelephantbutte.com. Pub.: Jan. 28, 2022

This legal posted at www.newmexicopublicnotice.com

**ATTENTION: PROSPECTORS**

**CONTRACTORS - FOR SALE**

**4 - AIR JACK HAMMERS**

**\$200 EACH or BRING OFFER**

**575-894-0453, T or C, NM**

**brightonbluff@windstream.net**

**COLDWELL BANKER**

Desert Lakes Realty, LLC

509 BUTTE BLVD. EB, NM 575-744-4960

**COLIN WHEAT** 575-772-3714

**CHERYL SHIPLEY** 505-360-0210

**SHAWN O'NEILL** 575-815-1514

**ANGELA STEPHENSON** 575-160-2776

**ANNETTE SMITH** 575-360-7251

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261

**1414 Monterey Point** \$30,000 M.L.S. 202115261







## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.1

**SUBJECT:** Approve Task Order No. 111721 with Wilson and Co. for Roadway & Drainage Improvements for MSD Waterline Project 5192 CIF

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Award Letter Colonias Infrastructure Fund No. 5192-CIF Flood Road & Drainage Improvements for MSD waterlines 7-21-2020 offer \$1,000,000 consisting of a 10% Loan (\$100,000); 90% Grant (\$900,000) and Cash Match (\$100,000), Resolution 07 20/21 approved on 8-12-2020 to accept award. Resolution 28 20/21 Authorizing execution of the Loan/Grant Agreement approved on 12-16-2020. Once task order is approved it will be added to the State Agreement and then will require approval from New Mexico Environment Department Construction Programs Bureau

Procurement: On-Call RFP #20-21-011 Agreement

**Recommendation:**

Approve Task Order No. 111721 with Wilson and Co.

**Attachments:**

- Task Order No. 111721 with Wilson and Co. for Roadway & Drainage Improvements for MSD Waterline Project 5192 CIF

**Fiscal Impact (Finance):** Yes

**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 2-23-2022



November 17, 2021

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

**Re: Task Order No. 111721: Roadway & Drainage Improvements for MSD Waterline**  
**Design Funding Source: Colonias Infrastructure Fund Project No. 5192-CIF**  
**Procurement: On-Call RFP #20-21-011 Agreement**

The Team, which will be led by Brigitte Fuller, PE, offer years of roadway and drainage, CIF funding assistance, and agency coordination experience. Total CIF award is \$1,000,000 plus a \$100,000 local match. Original project estimates were prepared in 2020. Since then, the current construction market has seen an increase of 30% or more.

The City has identified streets within the Main Street Downtown (MSD) District, where a separate USDA contract is underway for replacement and rehabilitation of existing waterlines. This funding will provide for full depth asphalt street reconstruction. It is not the intent to replace all street curb & gutter, driveways, and intersections. The Purpose and Need of the project is to develop a project that best positions the City to improve the following streets:

- McAdoo from Daniels to Pershing
- Daniels from McAdoo to Broadway
- Pershing from 280-ft north of Main Street to Broadway
- Cedar Street from E. Riverside to S. Riverside (additive alternative)

Today, the City has identified Cedar Street as an “additive alternative”. However, as the design progresses and construction cost estimates are updated, the City will likely move another of the above streets into the “additive alternative” category. The City may also opt to self-perform a portion or all the street reconstruction, depending on several consideration factors once design is complete.

**Scope** Our scope includes not only Professional Engineering Design services, but our commitment to serve as the City’s staff extension. The existing roadway section widths will be maintained. Damaged curb & gutter, driveways, and intersection ADA ramps will likely be replaced or newly introduced. Existing drainage infrastructure is limited in the area, therefore drainage improvements will be limited to match existing conditions to the practical extent possible. All existing street signs will be replaced where the retro-reflectivity is less than desirable as defined by the MUTCD.

This Task Order will provide a full set of Plans, Specifications, and Estimate signed and sealed by the Engineer of Record. Our scope of services and fee are as follows:

**1. Project Management**

- a. Project Schedule, Budget, Cost Control and Administration.
- b. Coordination with NMED (oversight agency).
- c. Coordination with the local Residents and Business Owners.
- d. Coordination with Utility Owners.
- e. Coordination with City of Truth or Consequences

**2. Site Visits**

- a. Site Visit 1 – Team site visit to review the existing conditions, gather record drawings, and conduct City kick-off meeting.
- b. Site Visit 2 – 60% review with Road Department and City Staff.
- c. Site Visit 3 – 90% review with Road Department and City Staff.

### 3. H&H Analysis and DAR

- a. Prepare Hydrologic Analysis of the current landuse. Current landuse is the same as full-buildout future landuse as the area is fully developed in term of land treatment. Determine 100-year peak discharge and volumetric run-off.
- b. Prepare surface drainage capture and conveyance based on knowledge that very little existing drainage infrastructure exist. Match to the extent possible, current drainage patterns and discharge points utilizing concrete valley gutters and viable surface drainage improvements.
- c. Prepare a Design Analysis Report to document recommended drainage improvement recommendations to design.

### 4. Preliminary and Final Design of Plans, Specifications and Estimate (PS&E)

- a. Coordination, one Public Informational Meeting, meeting preparation, post meeting summary, and documentation.
- b. Topographic and Existing Right-of-way Survey. MSD provided most of the survey, however, additional “gap” survey must be secured to design and reconstruct the full streets.
- c. Geotechnical Investigation and Pavement Design (provided in the MSD waterline project, no charge on this project).
- d. Prepare 60% design review plans and cost estimate for City Road Department review, including, coordination and discussion of:
  - Review construction estimate
  - Review construction letting schedule and potential self-performance and construction
  - Review overall design package, review of driveways, drainage, etc.
  - Discuss and coordinate USDA waterline replacement and related time, design coordination, and construction timing
- e. Prepare PSE packages and host NMED design review meetings for:
  - 90%
  - Coordination with NMED for comment review, address comments, and resubmit for final PS&E written agency approval
- f. Utility Coordination and Conflict/Resolution.
- g. Prepare advertisement, bid documents, and let project for bidding.

Preliminary & Final Design Documents
Cover Sheet
Legend and Vicinity Map
Index of Sheets
Summary of Quantities
General Notes
Typical Sections
Material Schedules
Project Control Sheet
Pershing Plan & Profile @ 1"=20' (2 sheets)
McAdoo Plan & Profile @ 1"=20' (2 sheets)
Daniels Plan & Profile @ 1"=20' (1 sheet)
Cedar Plan & Profile @ 1"=20' (1 sheet)
Driveway Profiles @ 1"=50' ( 3 per sheet, 8 sheets)
Standard Drawings (curb, ramps, driveways, 4 sheets)
Temporary Traffic Control Plans (5 sheets)

Task Order No. 111721: Roadway & Drainage Improvements for MSD Waterline  
Infrastructure Fund Project No. 5192-CIF  
Call RFP #20-21-011 Agreement  
11/17/2021  
pg. 3

Design Funding Source: Colonias  
Procurement: On-

**WILSON**  
& COMPANY

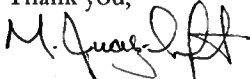
TE&SCM Sheets (10 sheets)
Preliminary Engineer's Estimate
Preliminary Specifications Bid Documents

h. Secure State Wage Rates.

**Compensation** We may complete this work at a Lump Sum fee of **\$215,719.51**, including NMGR. In accordance with section 9.1, "compensation for the services shall be negotiated between the City and Contractor prior to initiating the services." We have attached our Billing Rate Schedule for 2021, which is the basis for the detailed man-hour estimate and cost breakdown.

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-715-2541 with any questions or comments. We look forward to working with you on this very important project.

Thank you,



Mario Juarez-Infante, PE  
Vice President

\_\_\_\_\_  
Bruce Swingle, City Manager

\_\_\_\_\_  
Date

Attachments: 1) Exhibit "A" – Man hour Break Down

**Exhibit 'A' Man-hour Breakdown**  
 City of Truth or Consequences  
 McAdoo from Daniels to Pershing  
 Daniels from McAdoo to Broadway  
 Pershing from 25th ft north of Main Street to Broadway  
 Cedar from E. Riverside to S. Riverside (Additive Alternate)  
 Design Service Task Order  
 Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/ Personnel	Engineer (P5)	Engineer (P4)	Drafter, Detailer (OD3)	Admin. Assist. II (AD2)
<b>Hourly Rate</b>	\$ 184.00	\$ 142.00	\$ 78.00	\$ 62.00
<b>Project Start Up</b>				
Project Management		32		
Project file set up		2		
Internal Kick off meeting, team roles and responsibilities	1	1	1	
Site Visit	4	4	4	
<b>Preliminary and Final Design</b>				
City Coordination & Kick-off		4		
Driveway Interviews		16		4
Public Meeting (one)		8	8	
H&H Design Analysis	12	80	16	8
Drainage Design Analysis Report (DAR)	2	16	4	2
<b>Preliminary Design Set (60%)</b>				
Cover Sheet		1	2	
Legend and Vicinity Map		1	2	
Index of Sheets		2	2	
Summary of Quantities		8	4	
General Notes		4	8	
Typical Sections		6	24	
Material Schedules	4	24	16	
Project Control Sheet	1	2	8	
Pershing Plan & Profile @ 1"=20' (2 sheets)	4	40	48	
McAdoo Plan & Profile @ 1"=20' (2 sheets)	4	40	48	
Daniels Plan & Profile @ 1"=20' (1 sheet)	8	24	28	
Cedar Plan & Profile @ 1"=20' (1 sheet)	8	24	28	
Driveway Profiles @ 1"=50' ( 3 per sheet, 8 sheets)		24	48	
Standard Drawings (curb, ramps, driveways, 4 sheets)	8	32	64	
Temporary Traffic Control Plans (5 sheets)	1	10	20	
TE&SCM Sheets (10 sheets)	2	8	20	
Preliminary Engineer's Estimate (60%)	1	8	8	
Preliminary Specifications Bid Documents (60%)	2	24	16	8
<b>90% and Final Design Set (100%)</b>				
Cover Sheet		1	2	
Legend and Vicinity Map		1	2	
Index of Sheets		2	2	
Summary of Quantities		4	2	
General Notes		2	2	
Typical Sections		2	4	
Material Schedules	2	16	12	
Project Control Sheet		1	2	
Pershing Plan & Profile @ 1"=20' (2 sheets)	4	40	80	
McAdoo Plan & Profile @ 1"=20' (2 sheets)	4	40	80	
Daniels Plan & Profile @ 1"=20' (1 sheet)	2	40	48	
Cedar Plan & Profile @ 1"=20' (1 sheet)	2	40	48	
Driveway Profiles @ 1"=50' ( 3 per sheet, 8 sheets)	8	24	60	
Standard Drawings (curb, ramps, driveways, 4 sheets)	4	24	48	
Temporary Traffic Control Plans (5 sheets)	2	4	12	
TE&SCM Sheets (10 sheets)	1	2	5	
Final Engineer's Estimate (100%)	1	4	4	
Final Specifications Bid Documents (100%)	2	12	8	8
<b>Total Man-hours</b>	<b>94</b>	<b>704</b>	<b>848</b>	<b>30</b>
<b>Unit Cost</b>	<b>\$ 17,296.00</b>	<b>\$ 99,968.00</b>	<b>\$ 66,144.00</b>	<b>\$ 1,860.00</b>
<b>Total Labor Cost</b>				<b>\$ 185,268.00</b>
<b>Additional Services and Expenses</b>				
Topographic & Boundary Survey (Wilson & Co. Survey)				\$ 12,877.20
Geotechnical Engineering (Western Tech)				\$ -
Mileage @ \$0.56/per mile, 160 mile round trip @ 3 trips				\$ 268.80
Plan set & Bid doc's reproduction costs				\$ 750.00
<b>Total Expenses</b>				<b>\$ 13,896.00</b>
<b>Proposed Project Cost w/o NMGR</b>				<b>\$ 199,164.00</b>
<b>Proposed Project Cost with NMGR @ 8.3125%</b>				<b>\$ 215,719.51</b>



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.2

**SUBJECT:** Approve Engineering Services Agreement with Wilson and Co. for the Cantrell Dam Project WPF 5442 (Water Project Fund)

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Award Letter Water Trust Board Project No. 5442 Flood Prevention Project Cantrell Dam Design/Rehabilitation 6-1-2021 offer 40% Loan \$300,000.00, 60% Grant \$450,000.00 and cash match of \$75,000.00  
Resolution 53 20/21 Approved on 6-23-2021 to accept award. Resolution 39 21/22 Authorizing execution of the Loan/Grant Agreement was approved on 12-15-2021.

Procurement: On-Call RFP #20-21-011 Agreement

**Recommendation:**

Approve Engineering Services Agreement with Wilson and Co.

**Attachments:**

- Engineering Services Agreement with Wilson and Co. for the Cantrell Dam Project WPF 5442 (Water Project Fund)

**Fiscal Impact (Finance):** Yes

**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 2-23-2022



**AGREEMENTS FOR ENGINEERING SERVICES  
(Publicly Funded Project)**

THIS Agreement, made this 28<sup>th</sup> day of February 2022 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on February 28, 2026.

The OWNER intends to construct a Project consisting of Cantrell Dam Rehabilitation Project.

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

## CONTENTS

### SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally  
Funded Projects
20. Remedies
21. Assurance Against Debarment

### SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase  
Engineering Services During the Design Phase  
Engineering Services During the Construction Phase  
Engineering Services During the Operation Phase

### SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

#### ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☒ Attachment II - Engineering Services During the Planning Phase  
Authorization to proceed date: This 28<sup>th</sup> day of February, 2022  
Contract Time shall be 180 calendar days from Authorization to proceed date. This  
phase expires on August 26, 2022.
- ☐ Attachment III - Engineering Services During the Design Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This  
phase expires on \_\_\_\_\_.

- ☐ Attachment IV - Engineering Services During the Construction Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ Attachment V - Engineering Services During the Operation Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ \_\_\_\_\_

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

### **2. Approvals**

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to



comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

#### **4. Responsibilities of the OWNER**

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

#### **5. Changes**

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

## **6. Termination of Contract**

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

## **7. Payment**

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

## 8. Time

### (a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

**(b) CONTRACT TIME AND LIQUIDATED DAMAGES**

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

**9. Project Design**

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

#### **10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

#### **11. Subcontracts**



(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

## **12. Insurance**

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

## **13. Environmental Condition of Site**

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

## **14. Mutual Waiver**

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### **15. Independent Contractor**

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

#### **16. Equal Employment Opportunity**

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

#### **17. Gratuities**

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### **18. Covenant Against Contingent Fees**

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### **19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)**

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

## **20. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

## **21. Assurance Against Debarment**

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

## **SECTION B –ENGINEERING SERVICES**

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

## SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

Contract schedule is based on Cantrell Dam classified as non-jurisdictional. Should the Dam be deemed jurisdictional after completion of the existing conditions analysis, an schedule amendment will be made to account for the OSE Dam Safety Bureau review times.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

### 1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

## 2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

## 3. TERMINATION

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed



to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

#### 4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

#### 5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

#### 6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### 7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### 8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

#### 9. 40 CFR Part 33

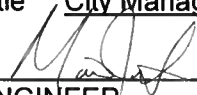
The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.  
**The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
OWNER  
Type Name Bruce Swingle  
Title City Manager

By:  \_\_\_\_\_ Date: 02/07/2022  
ENGINEER  
Type Name Mario Juarez Infante  
Title Vice President  
Address 414 N. Main Ste. A  
Las Cruces, NM 88001  
\_\_\_\_\_

REVIEWED AND APPROVED: FUNDING AGENCY  
AGENCY NAME: \_\_\_\_\_  
By \_\_\_\_\_  
Type Name \_\_\_\_\_  
Date \_\_\_\_\_

## **ATTACHMENT I – Insurance**

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.



## ATTACHMENT II – Engineering Services During the Planning Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 28<sup>th</sup> day of February, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 28<sup>th</sup> day of February, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Planning Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

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

see Exhibit 'A'

B. Cost Proposal – Include hourly breakdown for each task

see Exhibit 'A'

C. Reimbursable Expense Schedule

see Exhibit 'A'

D. Contract Time shall be 180 calendar days from the date of the OWNERS signature on Attachment II. Planning phase services shall be completed and accepted by the OWNER by August 26, 2022 (DATE). If planning phase services have not been completed and accepted by August 26, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Planning Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Planning Phase, as described, including reimbursable expenses shall not exceed \$226,954.40, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Planning Phase, as described, shall not exceed \$\_\_\_\_\_, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

#### 4. Signatures

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER

Type Name Bruce Swingle

Title City Manager

By: \_\_\_\_\_ Date: 02/07/2022

ENGINEER

Type Name Mario Juarez-Infante

Title Vice President

Address 414 N. Main Street Ste. A

Las Cruces, NM, 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

February 7, 2022

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

**Re: Task Order No. 020722: *Cantrell Dam Phase I Existing Hydrology and Dam Inundation Map***  
**Design Funding Source: *Water Project Fund Project No. WPF-5442***  
**Procurement: On-call Professional Design Services**

Dear Mr. Swingle,

The Team, which will be led by Eric Hamilton, PE, offer years of drainage and flood control planning and design, NMFA WTB Funding assistance, and agency coordination experience. This task order will commence the initial planning, investigation, and evaluation of the existing hydrology/hydraulic reservoir routing and downstream inundation. Evaluation will establish if Cantrell Dam is or is not jurisdictional, under the Office of the State Engineer Dam Safety Bureau. Once this initial phase is completed, our team will sit down with the city and guide toward the next appropriate step.

**Scope** The TITLE 19 NATURAL RESOURCES AND WILDLIFE, CHAPTER 25 ADMINISTRATION AND USE OF WATER - GENERAL PROVISIONS, PART 12 DAM DESIGN, CONSTRUCTION AND DAM SAFETY, governs the planning, design, and construction requirements of Dams in New Mexico. The first step is to evaluate the existing hydrology/hydraulics of the Dam and perform flood routing, through the reservoir and continue the downstream inundation in accordance with the rules and regulations set forth. Below is copy of the requirements from 19.25.12.1 NMAC.

**(1) Hazard potential classification.** A hazard potential classification shall be based on the dam failure condition that results in the greatest potential for loss of life and property damage. If the state engineer concurs, the classification may be based on the judgment and recommendation of the professional engineer. For all other cases, a low or significant hazard potential classification shall be supported by a dam breach and flood routing analysis, which includes calculations and data that supports the predicted dam failure flood.

This analysis shall also address the potential for foreseeable future development. Evaluation of the effects of flooding from dam failure shall extend at least to the location downstream where the classification can be properly identified. The dam breach and flood routing analysis shall include, but not be limited to:

- (a)** description of the dam breach and flood routing methodology;
- (b)** a tabulation and justification of parameters used in the analysis;
- (c)** a sensitivity analysis of the parameters used in the analysis;
- (d)** references to all computer models, data and supporting justification used in the analysis;
- (e)** appropriate data sheets, computer program input and output computations and electronic files from computerized analysis;
- (f)** table of results for the flood routing for the sunny day failure and the failure and no failure scenarios for multiple flood events up to and including the spillway design flood as defined in Subparagraph (a) through (d) of Paragraph (3) of Subsection C of 19.25.12.11 NMAC; the table of results for all critical locations downstream shall include the depth of flow in feet, velocity of flow in feet per second, rate of flow in cubic feet per second and the incremental impacts; and
- (g)** dam failure inundation maps downstream of the dam for the sunny day failure and failure during the spillway design flood event showing the depth of flow in feet, average velocity in feet per second and rate of flow in cubic feet per second at critical locations downstream.

(2) Hydrologic analysis. The hydrologic analysis shall include a discussion of methodology used to calculate the spillway design flood for determining the available flood storage and spillway capacity. Consideration of how the dam will perform under these hypothetical flood conditions shall be evaluated. The hydrologic analysis shall include, but not be limited to:

- (a) a topographic map of the drainage area above the dam with the drainage area and subbasins delineated and presented on a map of appropriate scale and size;
- (b) a description of the topography, soils and vegetative cover and land treatment of the drainage area;
- (c) a discussion of the depth, duration and distribution of the spillway design storm;
- (d) a tabulation, discussion and justification of all hydrologic parameters and methodology used to calculate runoff from rainfall;
- (e) a discussion of the peak inflow, volume of runoff and maximum reservoir water level elevation for the inflow hydrograph;
- (f) a plot of the reservoir inflow and outflow hydrographs extended until flow is negligible and plotted on the same figure of appropriate size and scale;
- (g) a table showing the reservoir area (in acres) and storage capacity (in acre-feet) for each foot of elevation above the bottom of the reservoir to the dam crest; the table shall be determined from the reservoir

(1) Hazard potential classification. A hazard potential classification shall be based on the dam failure condition that results in the greatest potential for loss of life and property damage. If the state engineer concurs, the classification may be based on the judgment and recommendation of the professional engineer. For all other cases, a low or significant hazard potential classification shall be supported by a dam breach and flood routing analysis, which includes calculations and data that supports the predicted dam failure flood. This analysis shall also address the potential for foreseeable future development. Evaluation of the effects of flooding from dam failure shall extend at least to the location downstream where the classification can be properly identified. The dam breach and flood routing analysis shall include, but not be limited to:

- (a) description of the dam breach and flood routing methodology;
- (b) a tabulation and justification of parameters used in the analysis;
- (c) a sensitivity analysis of the parameters used in the analysis;
- (d) references to all computer models, data and supporting justification used in the analysis;
- (e) appropriate data sheets, computer program input and output computations and electronic files from computerized analysis;
- (f) table of results for the flood routing for the sunny day failure and the failure and no failure scenarios for multiple flood events up to and including the spillway design flood as defined in Subparagraph (a) through (d) of Paragraph (3) of Subsection C of 19.25.12.11 NMAC; the table of results for all critical locations downstream shall include the depth of flow in feet, velocity of flow in feet per second, rate of flow in cubic feet per second and the incremental impacts; and
- (g) dam failure inundation maps downstream of the dam for the sunny day failure and failure during the spillway design flood event showing the depth of flow in feet, average velocity in feet per second and rate of flow in cubic feet per second at critical locations downstream.

(3) Spillway design flood. The spillway design flood is the flood that a spillway must be capable of conveying without dam failure. For perimeter embankment dams with no spillway and no external drainage area, the dam must be capable of impounding the spillway design flood without dam failure. A spillway design flood less than these requirements is acceptable to the state engineer if an incremental damage analysis is presented to justify the inflow design flood in accordance with Paragraph (4) of Subsection C of 19.25.12.11 NMAC. The spillway design flood is based on size classification and hazard potential classification of the dam as described below.

- (a) Dams classified as low hazard potential, regardless of size, shall have spillways designed to pass a flood resulting from a 100-year precipitation event expressed as a percentage of the probable maximum precipitation.
- (b) Dams classified as small and intermediate, with a significant hazard potential rating shall have spillways designed to pass a flood resulting from 50 percent of the probable maximum precipitation.

- (c) Dams classified as large, with a significant hazard potential rating shall have spillways designed to pass a flood resulting from 75 percent of the probable maximum precipitation.
- (d) Dams classified as high hazard potential, regardless of size, shall have spillways designed to pass a flood resulting from the probable maximum precipitation.
- (4) Incremental damage assessment. Where spillways are not in compliance with Paragraph (3) of Subsection C of 19.25.12.11 NMAC an incremental damage assessment shall justify the inflow design flood used to size the spillway. The spillway design flood from an incremental damage assessment is the flood above which the incremental increase in downstream water surface elevation due to failure of a dam is no longer considered to present an unacceptable additional downstream threat when compared to the same flood without dam failure. The lower limit is the flood resulting from the 100-year precipitation. The assessment shall compare the incremental impacts on downstream areas including existing and foreseeable future development. The assessment shall include a dam breach and flood routing analysis in accordance with Subparagraphs (a) through (g) of Paragraph (1) of Subsection C of 19.25.12.11 NMAC for the failure and non-failure conditions. Methods for assessing the damage between failure and non-failure conditions shall be fully documented.

***Deliverable*** The following deliverables are hereby made for Phase I Planning:

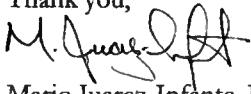
- 1-ft Aerial Mapping
- Existing Right-of-Way Determination and Right-of-Way Maps
- Geotechnical Investigation Report of Existing Geologic Conditions
- Existing Hydrologic/Hydraulic Analysis and Downstream Inundation Mapping Analysis
- Existing Conditions Report
- Jurisdictional Determination

***Compensation*** We may complete this work at a Lump Sum fee of \$245,819.98, including NMGR.T.

***Schedule*** The schedule is comprised of 6 months for Phase I Planning.

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-715-2541 with any questions or comments. We look forward to working with you on this very important project.

Thank you,



Mario Juarez-Infante, PE  
Vice President

\_\_\_\_\_  
Bruce Swingle, City Manager

\_\_\_\_\_  
Date

*Attachments:*

- 1) Exhibit 'A' – Approximate Mapping Limits
- 2) Exhibit 'B' – Detailed Man-hour Effort



Exhibit 'A' – Approximate Mapping Limits

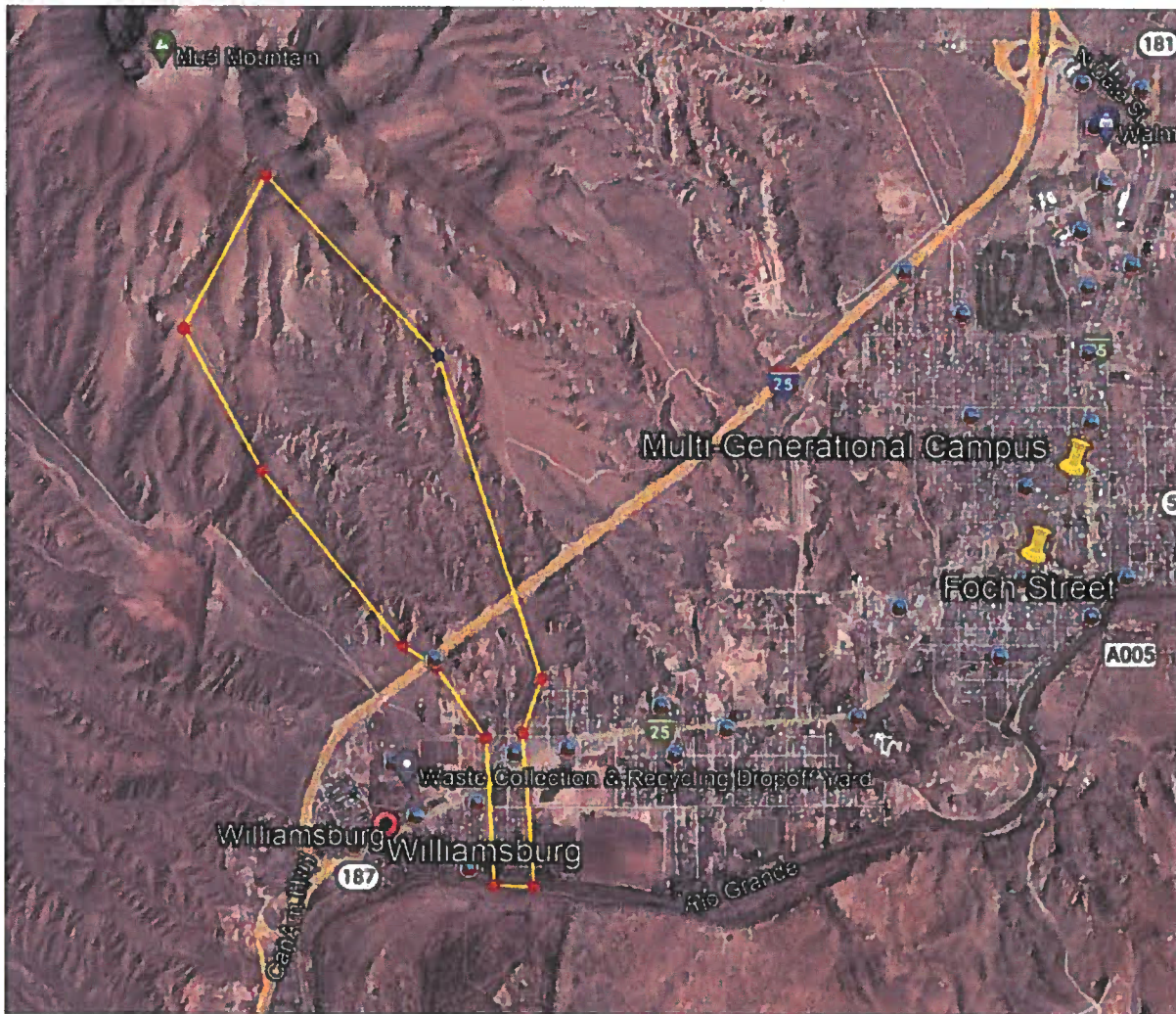


Exhibit 'B' – Detailed Man-hour Effort

<b>Exhibit 'A' Man-hour Breakdown</b> <b>City of Truth or Consequences Cantrell Dam</b> <b>Planning Phase</b> <b>Prepared by Wilson &amp; Company Inc. Engineers &amp; Architects</b>					
<b>Job Description/ Personnel</b>	<b>Independent Engineer,</b>	<b>Engineer, Licensed (P5)</b>	<b>Engineer, Licensed (P4)</b>	<b>Drafter, Detailer (DD3)</b>	<b>Admin. Assist. II (AD2)</b>
<b>Project Start Up</b>					
Project Management			52		
Project file set up			4		
Internal Kick off meeting, team roles and responsibilities		2	2	2	
Site Visit		6	6	6	
<b>Planning Phase</b>					
City Coordination & Kick-off Meeting			6		
Aerial Mapping Coordination and Limits Delineation			4		4
Records Research and Literature Review			32	8	2
<b>Existing Hydrologic Analysis</b>					
Methodology Discussion		2	16		
Basin Delineation		1	4		
Topographic Survey Discussion		1	4		
Hydrologic Soils Group Discussion		1	12		
Depth, Duration and Rainfall Distribution of Spillway Design		2	24		
Discussion and justification of all Hydrologic Parameters		4	32		
Discussion of Peak Inflow, Volumetric Runoff and Maximum		4	32		
Plot Reservoir Inflow and Outflow Hydrograph until flow is		2	24		
Reservoir Area (acres) and Storage Capacity (acre-ft) for		2	24		
Organize modeling output results		8	80		
Description of the Dam Breach and Flood Routing		2	24		
Parameter Tabulation and Justification Analysis		4	32		
Sensitivity Analysis of Analysis Parameters		2	24		
Organized Modeling Analysis Results for Open Channel		2	24		
Dam Failure Inundation Map from the Dam to the Rio		4	40		
<b>Existing Hydrology and Dam Failure Inundation Analysis</b>					
Draft Report			80	40	4
Independent H&H QA/QC	60				4
Address Comments			40		4
Author Final Report for first Submittal (if Jurisdictional) to			8		4
<b>Total Man-hours</b>	60	49	630	56	22
<b>Unit Cost</b>	\$ 11,040.00	\$ 9,016.00	\$ 89,460.00	\$ 4,536.00	\$ 1,584.00
<b>Total Labor Cost</b>					<b>\$ 104,596.00</b>
<b>Sub Consultant, Additional Services and Expenses</b>					
Aerial 1-ft Mapping (Wilson & Company)					\$ 75,000.00
Title Search (Title Company)					\$ 12,000.00
Existing Right-of-way Determination (Wilson & Company)					\$ 20,000.00
Geotechnical Investigation for Existing Conditions					\$ 15,000.00
QL 'D-C' SUE					\$ -
Mileage @ \$0.59 per mile, 160 mile round trip @ 4 trips					\$ 358.40
<b>Total Expenses</b>					<b>\$ 122,358.40</b>
<b>Proposed Project Cost w/o NMGR</b>					<b>\$ 226,954.40</b>
<b>Proposed Project Cost with NMGR @ 8.3125%</b>					<b>\$ 245,819.98</b>





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.3

**SUBJECT:** Presentation and consideration of the MainStreet Truth or Consequences Branding Logo  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** February 9, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Kari Fresquez, Linda DeMarino, & Jake Foerstner

**Summary/Background:**

Kari, Linda, & Jake would like to come before the city commission to present the new tourism band and logo to request formal adoption, demonstrate the brand guide, logo, and suggested plans for use and rollout.

**Recommendation:**

None

**Attachments:**

- Email from Kari Fresquez
- .

**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. 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 2-23-2022

**Torres, Angela**

---

**From:** Swingle, Bruce  
**Sent:** Wednesday, February 09, 2022 2:20 PM  
**To:** Gardner, Tammy  
**Subject:** FW: Tourism Logo Approval

Tammy: Please put Mainstreet on the agenda for next meeting. Thank you.

Bruce Swingle,  
City Manager

Professionalism, it's a Habit, not an Act

---

**From:** Kari Fresquez [[mailto:kari\\_fresquez@hotmail.com](mailto:kari_fresquez@hotmail.com)]  
**Sent:** Tuesday, February 08, 2022 6:01 PM  
**To:** Swingle, Bruce  
**Subject:** Tourism Logo Approval

Dear City Manager Swingle,

Linda DeMarino, Jake Force, and I would like to come before the city commission at the February 23 meeting to present the new tourism band and logo to request formal adoption. We will demonstrate the brand guide, logo, and suggested plans for use and rollout.

Please let me know if we can be placed on the agenda for this purpose and if you have any advice as we move forward.

Thank you so much for your support and partnership.  
Kari



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.4

**SUBJECT:** Accept recommendation from the P & Z Board to approve the Summary Plat Amendment at 1616 N Riverside

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Application was presented by Public Hearing at the P & Z Commission Meeting held on 2/17/22. Commission recommended approval of the summary plat amendment

1 Opponent and 1 Proponent

**Recommendation:**

Accept the recommendation and approve the summary plat amendment for 1616 N Riverside

**Attachments:**

- P & Z Packet

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

**Legal Review (City Attorney):** N/A

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-23-2022





**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 2-17-2022**

**ITEM: Discussion/Action** – Summary Plat Amendment 1616 N Riverside

**BACKGROUND:**

Applicant is requesting to combine 2 parcels into 1 parcel, applicant is in development review process for site built dwelling unit.

This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic.

All required documents have been submitted and all fees have been paid.

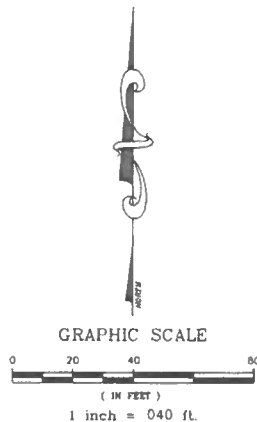
**SUPPORT INFORMATION:**

Plat Survey  
Public Hearing Notice  
Parcel Map

Name of Drafter: Traci Alvarez	:	Meeting date 2-17-2022
E-mail: <a href="mailto:talvarez@torcnm.org">talvarez@torcnm.org</a>	Phone: 575-894-6673	

# ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of Lots 1, 2 and 3, Block 1, (now known as Lot 3A, Block 1),  
J.G. Mims Subdivision No. 4,  
a subdivision in the City of Truth or Consequences, Sierra County, New Mexico



## Reference:

Lots 1 and 2  
Account No. 20879  
Book 134, Page 4449, (Warranty Deed)  
UPC 302-001-730-0381

Lot 3  
Account No. 9350  
Book 137, Page 442, (Warranty Deed)  
UPC 302-001-730-4388

Plat of J.G. Mims Subdivision No. 4 filed on September 28, 1970, (Plat No. 2),  
Slide No. 38.)

National Flood Insurance Program, Flood Insurance Rate Map Community-  
Panel No. 350073 0000 C, (Map revised: July 16, 1996)

The herein described lot use created under the City of Truth or Consequences  
Subdivision Codes, Ordinance No. 555, Chapter 19, Section B, "Alternate Summary  
Procedure"

## Notes:

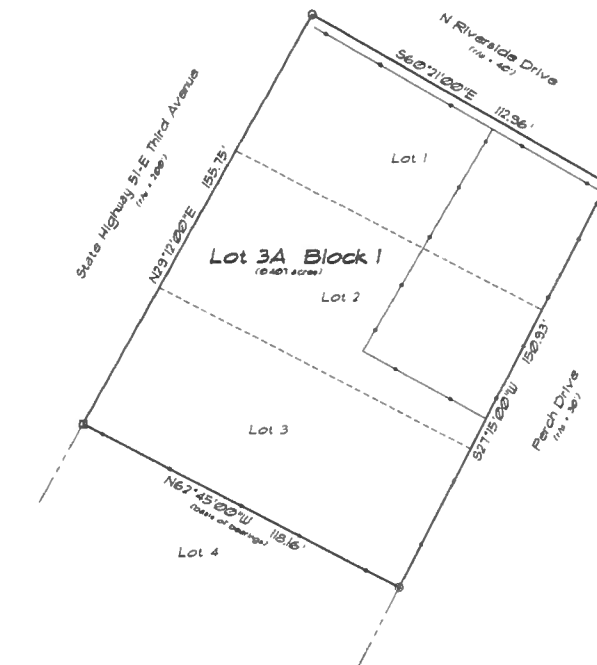
This lot is subject to easements, restrictions and reservations of record

The lot shown herein is located within the boundaries of Flood Zone AE,  
"special flood hazard area inundated by 100-year flood, with base flood  
elevations determined"

Property address is 1616 N. Riverside Drive

Use drawing scale to determine measurements when not labeled

City of Truth or Consequences Subdivision Codes, Ordinance Number 555, (adopted  
May 23, 2006)



## Legend:

- Round 5/8" rebar w/survcap stamped "NMLS 13984" Ⓞ
- Round 5/8" pipe w/brass tag stamped "NMLS 13984" □
- set 1/2" rebar w/survcap stamped "NMLS 1209" ○
- chain link fence ————
- vacated lot lines - - - - -

## ACKNOWLEDGMENT

The City of Truth or Consequences, New Mexico, does hereby acknowledge  
the vacation of lot lines as shown on this plat

Mayor

Date

## ACKNOWLEDGMENT

We, the undersigned owners of the herein described property do hereby  
acknowledge, with our free consent, and in accordance with our wishes and  
desires, the vacation of lot lines as shown on this plat.

Ivan "Max" Padilla  
Ivan "Max" Padilla

STATE OF NEW MEXICO )  
COUNTY OF SIERRA )

The foregoing instrument was acknowledged before me this 19 day of  
21 Jan, 2022 by Ivan "Max" Padilla

James Ho??  
Notary Public

My Commission Expires: 2-16-2025

Deborah Ann Padilla  
Deborah Ann Padilla

STATE OF NEW MEXICO )  
COUNTY OF SIERRA )

The foregoing instrument was acknowledged before me this 19 day of  
January, 2022 by Deborah Ann Padilla

James Ho??  
Notary Public

My Commission Expires: 2-16-2025

January 15, 2022

Chaparral Surveying, LLC

Professional Land Surveying

P.O. Box 625 Elephant Butte, New Mexico 87535

## CERTIFICATE

This is to certify that I am a registered Professional  
Land Surveyor, that this plat is prepared from notes  
of field surveys made by me or under my supervision,  
that said surveys and this plat are true and correct  
to the best of my knowledge and belief,  
I further certify that this survey is not a land division or  
subdivision as defined in the New Mexico Subdivision Act  
and that this is a Summary Plat of an existing tract  
or tracts.

This plat meets the minimum requirements of the  
Standards of Land Surveying in New Mexico

David M. Barn  
David M. Barn  
New Mexico Professional Surveyor  
License Number 0705

## INDEXING INFORMATION FOR COUNTY CLERK

Ivan "Max" & Deborah Ann Padilla (20879 & 9350)  
J.G. Mims Subdivision No. 4

PROJECTED Sec. 26, T4hp. 13 South, Rge. 4 West

*Amanda Forrister  
Mayor*

*Rolf Hechler  
Mayor Pro-Tem*

*Merry Jo Fahl  
Commissioner*



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

*Destiny Mitchell  
Commissioner*

*Shelly Harrelson  
Commissioner*

*Bruce Swingle  
City Manager*

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Thursday, February 17, 2022 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 1616 N. Riverside, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 5:30 p.m.

Should you have any questions regarding this Public Hearing, please contact our Assistant City Manager Traci Alvarez at (575) 952-0565, or by email to [talvarez@torcnm.org](mailto:talvarez@torcnm.org).

The agenda may be obtained on Monday, February 14, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, February 4, 2022

**N RIVERSIDE DR**

**1616 N RIVERSIDE DR**

**16**

**3020077**

**From:** Lostinnmtoo  
**To:** Traci Alvarez  
**Subject:** Public Hearing Re Summary Plat Amend  
**Date:** Friday, February 11, 2022 9:41:20 AM

---

FOR THE PUBLIC RECORD MTG 02/17/22

My name is Joseph M Williamson, I am the owner of the residents at 1609 Perch St in Truth or Consequence, NM which is near the property in question at 1616 N Riverside T or C that is to be considered at the City Commission Meeting of 02/17/22.

I am in complete support of this request by the property owner(s) and encourage the members of the Commission to approve it.

Thank you all for your consideration.  
Respectfully Submitted  
J.M Williamson





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.5

**SUBJECT:** Accept recommendation from the P & Z Board to approve the Summary Plat Amendment and Variance at 101 Austin

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** February 17, 2022

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Traci Alvarez

**Summary/Background:**

Application was presented by Public Hearing at the P & Z Commission Meeting held on 2/17/22. Commission recommended approval of the summary plat amendment

No Proponents/1 Opponent (Opponent rescinded her disapproval once she realized she had the wrong property)

**Recommendation:**

Accept the recommendation and approve the summary plat amendment 101 Austin.

**Attachments:**

- P & Z Packet

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

**Legal Review (City Attorney):** N/A

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-23-2022



**CITY OF TRUTH OR CONSEQUENCES**  
**PLANNING AND ZONING COMMISSION ACTION FORM**  
**DATE: 2-17-2022**

**ITEM:** Discussion/Action – Summary Plat Amendment 101 Austin

**BACKGROUND:**

Applicant is requesting to combine multiple parcels into 1 parcel.

This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic.

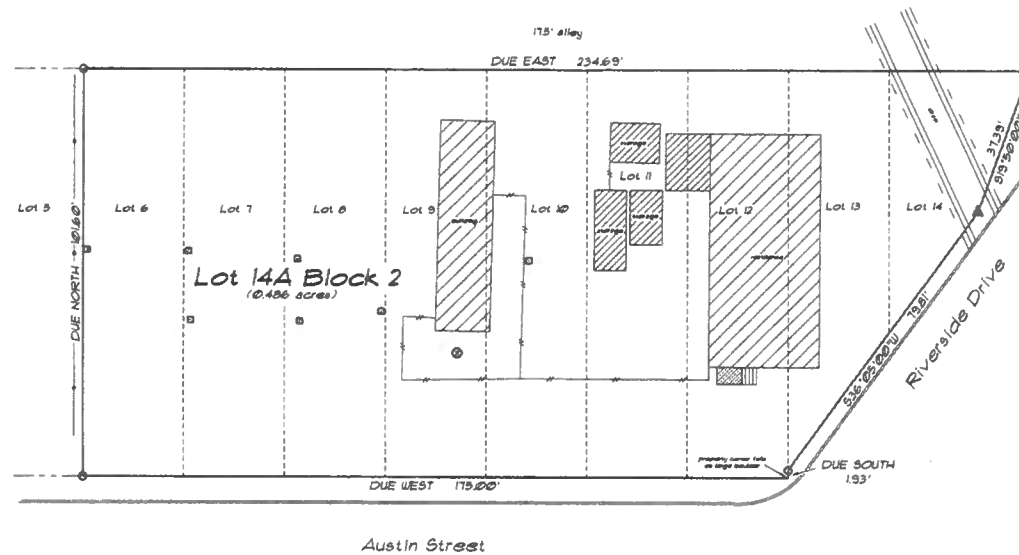
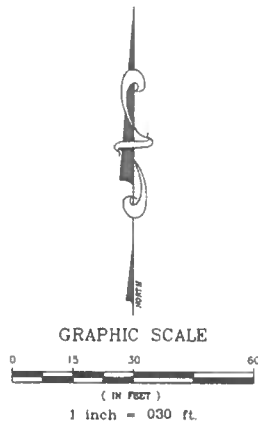
All required documents have been submitted and all fees have been paid.

**SUPPORT INFORMATION:**

Plat Survey  
Public Hearing Notice  
Parcel Map

Name of Drafter: Traci Alvarez	:	Meeting date: 10-05-2020
E-mail: <a href="mailto:tburnette@torcnm.org">tburnette@torcnm.org</a>	Phone: 575-894-6673	

**ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT**  
of Lots 6 thru 12 and a portion of Lots 13 and 14, Block 2, (now known as Lot 14A, Block 2),  
Thoyt's Addition to Hot Springs,  
a subdivision in the City of Truth or Consequences, Sierra County, New Mexico



**Notes:**  
This lot is subject to easements, restrictions and reservations of record.  
The lot shown hereon is located within the boundaries of Flood Zone AE, "special flood hazard area with base flood elevations determined".  
The hereon described lot was created under the City of Truth or Consequences Subdivision Codes, Ordinance No. 355, Chapter 13, Section 15, "Alternate Summary Procedure".  
Use drawing scale to determine measurements when not labeled.

**Reference:**  
Account No. 1102, UPC 307-207-910-3027  
Account No. 10531, UPC 307-207-905-1027  
Account No. 15501, UPC 307-207-909-3027  
Account No. 10600, UPC 307-207-911-0027  
Book 126, Pages 4203-4204, (Quitclaim Deed)  
City of Truth or Consequences Subdivision Codes, Ordinance No. 555, (adopted: May 23, 2006).  
Thoyt's Addition to Hot Springs Subdivision Plat filed on June 13, 1936, (Plat No. 36, Slide No. 75)  
National Flood Insurance Program, Flood Insurance Rate Map Community-Panel No. 330013 0005 C, (map revised: July 16, 1996)

**Legend:**  
Round 5/8" rebar w/survcap "RLS 0413" @  
chiseled "X" in concrete  
set 1/2" rebar w/survcap "MPLS 1209" @  
lot line, (vacated by this plat) -----  
panel fence  
curb & gutter  
utility service riser  
chain link fence

**ACKNOWLEDGMENT**  
The City of Truth or Consequences, New Mexico, does hereby acknowledge the vacation of lot lines as shown on this plat:  
\_\_\_\_\_  
Mayor  
\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**  
We, the undersigned owners of the hereon described property do hereby acknowledge, with our free consent, and in accordance with our wishes and desires, the vacation of lot lines as shown on this plat.  
\_\_\_\_\_  
Lee W. Foerster, Trustee, The Cloverleaf Trust Organization  
STATE OF NEW MEXICO )  
COUNTY OF SIERRA )  
The foregoing instrument was acknowledged before me this 18 day of January, 2022 by Lee W. Foerster  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 09/15/2025  
\_\_\_\_\_  
Sylvia M. Foerster, Trustee, The Cloverleaf Trust Organization  
STATE OF NEW MEXICO )  
COUNTY OF SIERRA )  
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Sylvia M. Foerster  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

January 17, 2022

**Chaparral Surveying, LLC**  
Professional Land Surveying  
P.O. Box 629 Elephant Butte, New Mexico 87535

**CERTIFICATE**

This is to certify that I am a registered Professional Land Surveyor, that this plat is prepared from notes of field surveys made by me or under my supervision, that said surveys and this plat are true and correct to the best of my knowledge and belief.  
I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this is a Summary Plat of an existing tract or tracts.  
This plat meets the minimum requirements of the Standards of Land Surveying in New Mexico.  
\_\_\_\_\_  
David M. Ben  
New Mexico Professional Surveyor  
License Number 1225

**INDEXING INFORMATION FOR COUNTY CLERK**  
Cloverleaf Trust Organization  
Thoyt's Addition to Hot Springs  
Sec. 4, Tshp. 14 South, Rge. 4 West, NMPM

*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](http://www.torcnm.org)*

## **NOTICE OF PUBLIC HEARING**

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Thursday, February 17, 2022 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 101 Austin, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17.

The meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 5:30 p.m.

Should you have any questions regarding this Public Hearing, please contact our Assistant City Manager Traci Alvarez at (575) 952-0565, or by email to [talvarez@torcnm.org](mailto:talvarez@torcnm.org).

The agenda may be obtained on Monday, February 14, 2022 on the city website calendar at [www.torcnm.org](http://www.torcnm.org); by contacting the City Clerk's Office at 575-894-6673; or by email to: [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org).

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

Publish on the following date:

- Sentinel– Friday, February 4, 2022





3022079099022

101 AUSTIN AVE

3022079103027





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.6

**SUBJECT:** Approval of Purchase Requisitions Over \$20,000

**DEPARTMENT:** Finance

**DATE SUBMITTED:** February 16, 2022

**SUBMITTED BY:** Carol Kirkpatrick, Finance Director

**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:**

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

**Recommendation:**

Approval Recommended by Finance Director

**Attachments:**

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

**Fiscal Impact (Finance):** Yes

As Per Total on Listing of Purchase Requisitions

**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 2-23-2022

**PURCHASE REQUISITION APPROVAL  
COMMISSION MEETING 2/23/22**

**2021-22 FISCAL YEAR**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
87033	Wilson & Company, Inc. Engineers	Engineering services for Roadway Improvement for Main Street District (MSD) Waterline Colonias Project 5192-CIF	Traci Alvarez	Community Development	\$ 215,719.31	RFP #20-21-011
	Funding Sources	Loan \$100,000; Colonias Grant \$900,000; Local Match 216 Municipal Streets \$100,000 Total of \$1,100,000				
87031	Wilson & Company, Inc. Engineers	Engineering services for Cantrell Dam Rehab Project Water Trust Board 2021 WPF 5442	Traci Alvarez	Community Development	\$ 245,819.98	RFP #20-21-011
	Funding Sources	NMFA Loan \$300,000; Water Trust Board Grant \$450,000; Local Match Capital Improvement Funds \$75,000 Total \$825,000				

\$ 461,539.29

ATTEST:

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# REQUISITION

**Requisition #:** 87033

**Date:** 02/16/2022

**Vendor #:** 7982

**ISSUED TO:** WILSON & COMPANY, INC. ENGINEER  
PO BOX 3305  
SALINA, KS 67402-3308

**SHIP TO:** City of Truth or Consequences  
505 Sims St.  
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ENG SERVICES ROADWAY IMPROVEMENT		0.00 360-7009-80847	215,719.31
<b>PO Description:</b> ENGINEERING SERVICES ROADWAY IMPROVE 5192 CIF				
<b>Detailed Description:</b> RFP: 20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT ROADWAY/DRAINAGE IMPROVEMENTS FOR MSD WATERLINE COLONIAS PROJECT 5192-CIF  PENDING COMMISSION APPROVAL 2/23/22				

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	199,164.00
<b>TOTAL TAX:</b>	16,555.31
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	215,719.31



July 21, 2020

**Via First Class Mail and Email**

City of Truth or Consequences  
Attn: Mayor Sandra Whitehead  
505 Sims Street  
Truth or Consequences, NM 87901

RE: Colonias Infrastructure Project No. 5192-CIF; Roads/Drainage Infrastructure;  
Road & Drainage Improvements for MSD waterlines

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 25, 2020, to approve the final terms, structure and conditions of Colonias Infrastructure Funding in the amount of \$1,000,000 to City of Truth or Consequences ("City") for its Road/Drainage Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 20, 2020.

The approved funding structure consists of a 10% loan in the amount of \$100,000, and an 90% grant in the amount of \$900,000. The loan component is a 20-year term at interest rate of 0%. The loan and grant are to be used by the City for the Design and Construction for street pavement following waterline construction.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than October 21, 2020** by email only to [Colonias@nmfa.net](mailto:Colonias@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$100,000;
3. Verification that right-of-way and permits secured;
4. Approval of plans/specification by NMED-Construction Programs Bureau, prior to disbursement of construction funds (*\*Please be aware that NMED-CPB has up to 30 days to review and comment*);
5. Updated Open Meetings Act Resolution;
6. All contingencies must be satisfied **no later than October 21, 2020**; and
7. Any additional information requested by the NMFA Board or Colonias Infrastructure Board.

City of Truth or Consequences  
July 21, 2020  
Page 2

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 222-9579, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us), to confirm technical requirements for this project\*.

Please contact me at [Colonias@nmfa.net](mailto:Colonias@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana  
Senior Program Administrator

cc: Traci Burnette, Truth or Consequences, [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Carol Kirkpatrick, Truth or Consequences, [cjkirkpatrick@torcnm.org](mailto:cjkirkpatrick@torcnm.org)  
Morris Madrid, Truth or Consequences, [mmadrid@torcnm.org](mailto:mmadrid@torcnm.org)  
Mario Juarez-Infante, Wilson & Company, [Mario.juarez-infante@wilsonco.com](mailto:Mario.juarez-infante@wilsonco.com)  
Ashley Martinez, Wilson & Company, [Ashley.martinez@wilsonco.com](mailto:Ashley.martinez@wilsonco.com)  
Steven Deal, NMED-CPB, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)



**CITY OF TRUTH OR CONSEQUENCES  
PROFESSIONAL SERVICES CONTRACT**

**FOR  
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE  
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 27<sup>th</sup> day of October 2021 ("Effective Date") by and between the City of Truth or Consequences ("City"), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and Wilson and Company, Inc. ("Contractor"), with its principal place of business at 414 N Main Street, Suite A, Las Cruces, NM 88001, (herein referred to individually as "Party" or collectively as "Parties").

WHEREAS, the City requires certain Architectural, Surveying, Planning, Engineering, and Landscape Architectural Services as set forth in its Request for Proposals (RFP) #20-21-011 on an as needed basis only per individual TASK ORDERS; and

WHEREAS, Contractor submitted a proposal to provide such Engineering, Architectural, Surveying and Environmental Services and Contractor represents that it has the experience, licenses, qualifications, staff and expertise to perform said services in a professional and competent manner;

NOW, THEREFORE, it is mutually agreed by the City and Contractor that for the considerations set forth herein, Contractor shall provide said services to the City as set forth below and in RFP #20-21-011.

Once the specific scope of services of a Project is agreed upon between the City and the Contractor, the contractor shall provide the services described in an individual TASK ORDER. The TASK ORDER can only be initiated and approved by the City.

The City and the Contractor in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by the Contractor and the payment for those services by City as set forth in the Scope of Work (**EXHIBIT A**).

**1. TERM**

The Term of this Contract commences on October 27, 2021 and ends on October 26, 2022. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

**2. INCORPORATION**

The Parties agree that this Contract is in reference to and incorporates the City of Truth or Consequences' RFP #20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto.

November 17, 2021

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

**Re: Task Order No. 111721: Roadway & Drainage Improvements for MSD Waterline**  
**Design Funding Source: Colonias Infrastructure Fund Project No. 5192-CIF**  
**Procurement: On-Call RFP #20-21-011 Agreement**

The Team, which will be led by Brigitte Fuller, PE, offer years of roadway and drainage, CIF funding assistance, and agency coordination experience. Total CIF award is \$1,000,000 plus a \$100,000 local match. Original project estimates were prepared in 2020. Since then, the current construction market has seen an increase of 30% or more.

The City has identified streets within the Main Street Downtown (MSD) District, where a separate USDA contract is underway for replacement and rehabilitation of existing waterlines. This funding will provide for full depth asphalt street reconstruction. It is not the intent to replace all street curb & gutter, driveways, and intersections. The Purpose and Need of the project is to develop a project that best positions the City to improve the following streets:

- McAdoo from Daniels to Pershing
- Daniels from McAdoo to Broadway
- Pershing from 280-ft north of Main Street to Broadway
- Cedar Street from E. Riverside to S. Riverside (additive alternative)

Today, the City has identified Cedar Street as an "additive alternative". However, as the design progresses and construction cost estimates are updated, the City will likely move another of the above streets into the "additive alternative" category. The City may also opt to self-perform a portion or all the street reconstruction, depending on several consideration factors once design is complete.

**Scope** Our scope includes not only Professional Engineering Design services, but our commitment to serve as the City's staff extension. The existing roadway section widths will be maintained. Damaged curb & gutter, driveways, and intersection ADA ramps will likely be replaced or newly introduced. Existing drainage infrastructure is limited in the area, therefore drainage improvements will be limited to match existing conditions to the practical extent possible. All existing street signs will be replaced where the retro-reflectivity is less than desirable as defined by the MUTCD.

This Task Order will provide a full set of Plans, Specifications, and Estimate signed and sealed by the Engineer of Record. Our scope of services and fee are as follows:

**1. Project Management**

- a. Project Schedule, Budget, Cost Control and Administration.
- b. Coordination with NMED (oversight agency).
- c. Coordination with the local Residents and Business Owners.
- d. Coordination with Utility Owners.
- e. Coordination with City of Truth or Consequences

**2. Site Visits**

- a. Site Visit 1 – Team site visit to review the existing conditions, gather record drawings, and conduct City kick-off meeting.
- b. Site Visit 2 – 60% review with Road Department and City Staff.
- c. Site Visit 3 – 90% review with Road Department and City Staff.

**3. H&H Analysis and DAR**

- a. Prepare Hydrologic Analysis of the current landuse. Current landuse is the same as full-buildout future landuse as the area is fully developed in term of land treatment. Determine 100-year peak discharge and volumetric run-off.
- b. Prepare surface drainage capture and conveyance based on knowledge that very little existing drainage infrastructure exist. Match to the extent possible, current drainage patterns and discharge points utilizing concrete valley gutters and viable surface drainage improvements.
- c. Prepare a Design Analysis Report to document recommended drainage improvement recommendations to design.

**4. Preliminary and Final Design of Plans, Specifications and Estimate (PS&E)**

- a. Coordination, one Public Informational Meeting, meeting preparation, post meeting summary, and documentation.
- b. Topographic and Existing Right-of-way Survey. MSD provided most of the survey, however, additional "gap" survey must be secured to design and reconstruct the full streets.
- c. Geotechnical Investigation and Pavement Design (provided in the MSD waterline project, no charge on this project).
- d. Prepare 60% design review plans and cost estimate for City Road Department review, including, coordination and discussion of:
  - Review construction estimate
  - Review construction letting schedule and potential self-performance and construction
  - Review overall design package, review of driveways, drainage, etc.
  - Discuss and coordinate USDA waterline replacement and related time, design coordination, and construction timing
- e. Prepare PSE packages and host NMED design review meetings for:
  - 90%
  - Coordination with NMED for comment review, address comments, and resubmit for final PS&E written agency approval
- f. Utility Coordination and Conflict/Resolution.
- g. Prepare advertisement, bid documents, and let project for bidding.

Preliminary & Final Design Documents
Cover Sheet
Legend and Vicinity Map
Index of Sheets
Summary of Quantities
General Notes
Typical Sections
Material Schedules
Project Control Sheet
Pershing Plan & Profile @ 1"=20' (2 sheets)
McAdoo Plan & Profile @ 1"=20' (2 sheets)
Daniels Plan & Profile @ 1"=20' (1 sheet)
Cedar Plan & Profile @ 1"=20' (1 sheet)
Driveway Profiles @ 1"=50' ( 3 per sheet, 8 sheets)
Standard Drawings (curb, ramps, driveways, 4 sheets)
Temporary Traffic Control Plans (5 sheets)

Task Order No. 111721: Roadway & Drainage Improvements for MSD Waterline  
Infrastructure Fund Project No. 5192-CIF  
Call RFP #20-21-011 Agreement  
11/17/2021  
pg. 3

Design Funding Source: Colonias **WILSON & COMPANY**  
Procurement: On

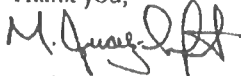
TE&SCM Sheets (10 sheets)
Preliminary Engineer's Estimate
Preliminary Specifications Bid Documents

h. Secure State Wage Rates.

**Compensation** We may complete this work at a Lump Sum fee of \$215,719.51, including NMGRIT. In accordance with section 9.1, "compensation for het services shall be negotiated between the City and Contractor prior to initiating the services." We have attached our Billing Rate Schedule for 2021, which is the basis for the detailed man-hour estimate and cost breakdown.

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-715-2541 with any questions or comments. We look forward to working with you on this very important project.

Thank you,



Mario Juarez-Infante, PE  
Vice President



11/17/21

Bruce Swingle, City Manager

Date

Attachments: 1) Exhibit "A" - Man hour Break Down



Job Description/ Personnel	Engineer (P5)	Engineer (P4)	Drafter, Detailer (OD3)	Admin. Asst. II (AD2)
<b>Hourly Rate</b>	<b>\$ 184.00</b>	<b>\$ 142.00</b>	<b>\$ 78.00</b>	<b>\$ 62.00</b>
<b>Project Start Up</b>				
Project Management		32		
Project file set up		2		
Internal Kick off meeting, team roles and responsibilities	1	1	1	
Site Visit	4	4	4	
<b>Preliminary and Final Design</b>				
City Coordination & Kick-off		4		
Driveway Interviews		16		4
Public Meeting (one)		8	8	
M&H Design Analysis	12	80	16	8
Drainage Design Analysis Report (DAR)	2	16	4	2
<b>Preliminary Design Set (60%)</b>				
Cover Sheet		1	2	
Legend and Vicinity Map		1	2	
Index of Sheets		2	2	
Summary of Quantities		8	4	
General Notes		4	8	
Typical Sections		6	24	
Material Schedules	4	24	16	
Project Control Sheet	1	2	8	
Pershing Plan & Profile @ 1"=20' (2 sheets)	4	40	48	
McAdoo Plan & Profile @ 1"=20' (2 sheets)	4	40	48	
Daniel's Plan & Profile @ 1"=20' (1 sheet)	8	24	28	
Cedar Plan & Profile @ 1"=20' (1 sheet)	8	24	28	
Driveway Profiles @ 1"=50' (3 per sheet, 8 sheets)		24	48	
Standard Drawings (curb, ramps, driveways, 4 sheets)	8	32	64	
Temporary Traffic Control Plans (5 sheets)	1	10	20	
TE&SCM Sheets (10 sheets)	2	8	20	
Preliminary Engineer's Estimate (60%)	1	8	8	
Preliminary Specifications Bid Documents (60%)	2	24	16	8
<b>90% and Final Design Set (100%)</b>				
Cover Sheet		1	2	
Legend and Vicinity Map		1	2	
Index of Sheets		2	2	
Summary of Quantities		4	2	
General Notes		2	2	
Typical Sections		2	4	
Material Schedules	2	16	12	
Project Control Sheet		1	2	
Pershing Plan & Profile @ 1"=20' (2 sheets)	4	40	80	
McAdoo Plan & Profile @ 1"=20' (2 sheets)	4	40	80	
Daniel's Plan & Profile @ 1"=20' (1 sheet)	2	40	48	
Cedar Plan & Profile @ 1"=20' (1 sheet)	2	40	48	
Driveway Profiles @ 1"=50' (3 per sheet, 8 sheets)	8	24	60	
Standard Drawings (curb, ramps, driveways, 4 sheets)	4	24	48	
Temporary Traffic Control Plans (5 sheets)	2	4	12	
TE&SCM Sheets (10 sheets)	1	2	5	
Final Engineer's Estimate (100%)	1	4	4	
Final Specifications Bid Documents (100%)	2	12	8	8
<b>Total Man-hours</b>	<b>94</b>	<b>704</b>	<b>848</b>	<b>30</b>
<b>Unit Cost</b>	<b>\$ 17,296.00</b>	<b>\$ 99,958.00</b>	<b>\$ 66,144.00</b>	<b>\$ 1,860.00</b>
<b>Total Labor Cost</b>				<b>\$ 185,268.00</b>
<b>Additional Services and Expenses</b>				
Topographic & Boundary Survey (Wilson & Co. Survey)				\$ 12,877.20
Geotechnical Engineering (Western Tech)				\$
Mileage @ \$0.56/per mile, 160 mile round trip @ 3 trips				\$ 268.80
Plan set & Bid doc's reproduction costs				\$ 750.00
<b>Total Expenses</b>				<b>\$ 13,896.00</b>
<b>Proposed Project Cost w/o NMART</b>				





# REQUISITION

**Requisition #:** 87031

**Date:** 02/15/2022

**Vendor #:** 7982

**ISSUED TO:** WILSON & COMPANY, INC. ENGINEER  
PO BOX 3305  
SALINA, KS 67402-3308

**SHIP TO:** City of Truth or Consequences  
505 Sims St.  
Truth or Consequences, NM 87901

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ENGINEERING SERVICES CANTRELL DAM		0.00 370-7019-80847	245,819.98
<b>PO Description:</b> ENGINEERING SERVICES CANTRELL DAM REHAB				
<b>Detailed Description:</b> RFP: 20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT WATER TRUST BOARD 2021 WPF 5442 - CANTRELL DAM REHAB PROJECT HOLD FOR COMMISSION APPROVAL 2-23-22				

**Authorized By:** \_\_\_\_\_

<b>SUBTOTAL:</b>	226,954.40
<b>TOTAL TAX:</b>	18,865.58
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	245,819.98



June 1, 2021

**Via First Class Mail and Email**

City of Truth or Consequences  
Attn: Mayor Sandy Whitehead  
505 Sims St.  
Truth or Consequences, NM 87901  
Sandra.whitehead@torcnm.org

RE: Water Trust Board Project No. 5442-WPF; Flood Prevention Project; Cantrell Dam design/rehabilitation

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on May 27, 2021, to approve the final terms, structure and conditions of Water Project Funding in the amount of \$750,000 to the City of Truth or Consequences ("City") for its Flood Prevention Project. This action is a result of the Water Trust Board recommendations approved on May 14, 2021.

The approved funding structure consists of a 40% loan in the amount of \$300,000, and a 60% grant in the amount of \$450,000. The loan component is a 20-year term at a net effective interest rate of .25% (0% interest rate with an administrative fee component of ¼ of 1%). The loan and grant are to be used by the City for the Plan, Design and Reconstruction of the Cantrell Dam.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than September 11, 2021** by email only to [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net).

**SUBMISSION OF READINESS TO PROCEED ITEMS**

***This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:***

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Updated Open Meetings Act Resolution;
3. Verification of required match in the amount of \$75,000;
4. Verification that right-of-way and permits have been secured; (if applicable)
5. Approval of planning documents by NMED-Construction Programs Bureau prior to release of funds for design;
6. Approval of construction plans/specs by NMED-Construction Programs Bureau prior to the release of construction funds;
7. Consent of additional debt by USDA and NMED;
8. All contingencies must be satisfied **no later than September 11, 2021**; and
9. Any additional information requested by the NMFA Board or Water Trust Board.

City of Truth or Consequences  
June 1, 2021  
Page 2

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Water Project Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 670-2926, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us), to confirm technical requirements for this project\*.

Please contact me at [WTBAdmin@nmfa.net](mailto:WTBAdmin@nmfa.net) or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana  
Senior Program Administrator

cc: Traci Alvarez, TorC, [tburnette@torcnm.org](mailto:tburnette@torcnm.org)  
Morris Madrid, TorC, [mmadrid@torcnm.org](mailto:mmadrid@torcnm.org)  
Mario Juarez-Infante, Wilson & Co., [mario.juarez-infante@wilsonco.com](mailto:mario.juarez-infante@wilsonco.com)  
Steven Deal, NMED-CPB, [steven.deal@state.nm.us](mailto:steven.deal@state.nm.us)  
Andrea Telmo, NMED-CPB, [Andrea.telmo@state.nm.us](mailto:Andrea.telmo@state.nm.us)

**AGREEMENTS FOR ENGINEERING SERVICES  
(Publicly Funded Project)**

THIS Agreement, made this 28<sup>th</sup> day of February 2022 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on February 28, 2026.

The OWNER intends to construct a Project consisting of Cantrell Dam Rehabilitation Project.

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

## CONTENTS

### SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally  
Funded Projects
20. Remedies
21. Assurance Against Debarment

### SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase  
Engineering Services During the Design Phase  
Engineering Services During the Construction Phase  
Engineering Services During the Operation Phase

### SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

#### ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☒ Attachment II - Engineering Services During the Planning Phase  
Authorization to proceed date: This 28<sup>th</sup> day of February, 2022  
Contract Time shall be 180 calendar days from Authorization to proceed date. This phase expires on August 26, 2022.
- ☐ Attachment III - Engineering Services During the Design Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.



- ☐ Attachment IV - Engineering Services During the Construction Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ Attachment V - Engineering Services During the Operation Phase  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services  
Authorization to proceed date: This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Contract Time shall be \_\_\_\_\_ calendar days from Authorization to proceed date. This phase expires on \_\_\_\_\_.
- ☐ \_\_\_\_\_

## **SECTION A – GENERAL PROVISIONS**

### **1. General**

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

### **2. Approvals**

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

### **3. Responsibilities of the ENGINEER**

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

#### **4. Responsibilities of the OWNER**

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

#### **5. Changes**

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

## **6. Termination of Contract**

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

## **7. Payment**

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed



in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

## 8. Time

### (a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

**(b) CONTRACT TIME AND LIQUIDATED DAMAGES**

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

**9. Project Design**

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

#### **10. Audits and Access to Records**

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

#### **11. Subcontracts**

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

## **12. Insurance**

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

## **13. Environmental Condition of Site**

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

## **14. Mutual Waiver**

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### **15. Independent Contractor**

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

#### **16. Equal Employment Opportunity**

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

#### **17. Gratuities**

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### **18. Covenant Against Contingent Fees**

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### **19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)**

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for



evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

## **20. Remedies**

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

## **21. Assurance Against Debarment**

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

## **SECTION B –ENGINEERING SERVICES**

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

## SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

Contract schedule is based on Cantrell Dam classified as non-jurisdictional. Should the Dam be deemed jurisdictional after completion of the existing conditions analysis, an schedule amendment will be made to account for the OSE Dam Safety Bureau review times.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

### 1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

## **2. CHANGES**

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

## **3. TERMINATION**

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

#### **4. REMEDIES**

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

#### **5. AUDIT; ACCESS TO RECORDS**

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

#### **6. COVENANT AGAINST CONTINGENT FEES**

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **7. GRATUITIES**

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

#### **8. FINAL PAYMENT**

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

#### **9. 40 CFR Part 33**

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance



agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

**The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.**

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER

Type Name Bruce Swingle

Title City Manager

By:  \_\_\_\_\_ Date: 02/07/2022

ENGINEER

Type Name Mario Juarez Infante

Title Vice President

Address 414 N. Main Ste. A

Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_

## **ATTACHMENT I – Insurance**

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

## ATTACHMENT II – Engineering Services During the Planning Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 28<sup>th</sup> day of February, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 28<sup>th</sup> day of February, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Planning Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

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

see Exhibit 'A'

B. Cost Proposal – Include hourly breakdown for each task

see Exhibit 'A'

C. Reimbursable Expense Schedule

see Exhibit 'A'

D. Contract Time shall be 180 calendar days from the date of the OWNERS signature on Attachment II. Planning phase services shall be completed and accepted by the OWNER by August 26, 2022 (DATE). If planning phase services have not been completed and accepted by August 26, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Planning Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Planning Phase, as described, including reimbursable expenses shall not exceed \$226,954.40, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Planning Phase, as described, shall not exceed \$\_\_\_\_\_, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

#### 4. Signatures

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER

Type Name Bruce Swingle

Title City Manager

By: \_\_\_\_\_ Date: 02/07/2022

ENGINEER

Type Name Mario Juarez-Infante

Title Vice President

Address 414 N. Main Street Ste. A

Las Cruces, NM, 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: \_\_\_\_\_

By \_\_\_\_\_

Type Name \_\_\_\_\_

Date \_\_\_\_\_



February 7, 2022

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

**Re: Task Order No. 020722: *Cantrell Dam Phase I Existing Hydrology and Dam Inundation Map***  
**Design Funding Source: *Water Project Fund Project No. WPF-5442***  
**Procurement: On-call Professional Design Services**

Dear Mr. Swingle,

The Team, which will be led by Eric Hamilton, PE, offer years of drainage and flood control planning and design, NMFA WTB Funding assistance, and agency coordination experience. This task order will commence the initial planning, investigation, and evaluation of the existing hydrology/hydraulic reservoir routing and downstream inundation. Evaluation will establish if Cantrell Dam is or is not jurisdictional, under the Office of the State Engineer Dam Safety Bureau. Once this initial phase is completed, our team will sit down with the city and guide toward the next appropriate step.

**Scope** The TITLE 19 NATURAL RESOURCES AND WILDLIFE, CHAPTER 25 ADMINISTRATION AND USE OF WATER - GENERAL PROVISIONS, PART 12 DAM DESIGN, CONSTRUCTION AND DAM SAFETY, governs the planning, design, and construction requirements of Dams in New Mexico. The first step is to evaluate the existing hydrology/hydraulics of the Dam and perform flood routing, through the reservoir and continue the downstream inundation in accordance with the rules and regulations set forth. Below is copy of the requirements from 19.25.12.1 NMAC.

(1) Hazard potential classification. A hazard potential classification shall be based on the dam failure condition that results in the greatest potential for loss of life and property damage. If the state engineer concurs, the classification may be based on the judgment and recommendation of the professional engineer. For all other cases, a low or significant hazard potential classification shall be supported by a dam breach and flood routing analysis, which includes calculations and data that supports the predicted dam failure flood.

This analysis shall also address the potential for foreseeable future development. Evaluation of the effects of flooding from dam failure shall extend at least to the location downstream where the classification can be properly identified. The dam breach and flood routing analysis shall include, but not be limited to:

- (a) description of the dam breach and flood routing methodology;
- (b) a tabulation and justification of parameters used in the analysis;
- (c) a sensitivity analysis of the parameters used in the analysis;
- (d) references to all computer models, data and supporting justification used in the analysis;
- (e) appropriate data sheets, computer program input and output computations and electronic files from computerized analysis;
- (f) table of results for the flood routing for the sunny day failure and the failure and no failure scenarios for multiple flood events up to and including the spillway design flood as defined in Subparagraph (a) through (d) of Paragraph (3) of Subsection C of 19.25.12.11 NMAC; the table of results for all critical locations downstream shall include the depth of flow in feet, velocity of flow in feet per second, rate of flow in cubic feet per second and the incremental impacts; and
- (g) dam failure inundation maps downstream of the dam for the sunny day failure and failure during the spillway design flood event showing the depth of flow in feet, average velocity in feet per second and rate of flow in cubic feet per second at critical locations downstream.

(2) Hydrologic analysis. The hydrologic analysis shall include a discussion of methodology used to calculate the spillway design flood for determining the available flood storage and spillway capacity. Consideration of how the dam will perform under these hypothetical flood conditions shall be evaluated. The hydrologic analysis shall include, but not be limited to:

- (a) a topographic map of the drainage area above the dam with the drainage area and subbasins delineated and presented on a map of appropriate scale and size;
- (b) a description of the topography, soils and vegetative cover and land treatment of the drainage area;
- (c) a discussion of the depth, duration and distribution of the spillway design storm;
- (d) a tabulation, discussion and justification of all hydrologic parameters and methodology used to calculate runoff from rainfall;
- (e) a discussion of the peak inflow, volume of runoff and maximum reservoir water level elevation for the inflow hydrograph;
- (f) a plot of the reservoir inflow and outflow hydrographs extended until flow is negligible and plotted on the same figure of appropriate size and scale;
- (g) a table showing the reservoir area (in acres) and storage capacity (in acre-feet) for each foot of elevation above the bottom of the reservoir to the dam crest; the table shall be determined from the reservoir (1)

Hazard potential classification. A hazard potential classification shall be based on the dam failure condition that results in the greatest potential for loss of life and property damage. If the state engineer concurs, the classification may be based on the judgment and recommendation of the professional engineer. For all other cases, a low or significant hazard potential classification shall be supported by a dam breach and flood routing analysis, which includes calculations and data that supports the predicted dam failure flood. This analysis shall also address the potential for foreseeable future development. Evaluation of the effects of flooding from dam failure shall extend at least to the location downstream where the classification can be properly identified. The dam breach and flood routing analysis shall include, but not be limited to:

- (a) description of the dam breach and flood routing methodology;
- (b) a tabulation and justification of parameters used in the analysis;
- (c) a sensitivity analysis of the parameters used in the analysis;
- (d) references to all computer models, data and supporting justification used in the analysis;
- (e) appropriate data sheets, computer program input and output computations and electronic files from computerized analysis;
- (f) table of results for the flood routing for the sunny day failure and the failure and no failure scenarios for multiple flood events up to and including the spillway design flood as defined in Subparagraph (a) through (d) of Paragraph (3) of Subsection C of 19.25.12.11 NMAC; the table of results for all critical locations downstream shall include the depth of flow in feet, velocity of flow in feet per second, rate of flow in cubic feet per second and the incremental impacts; and
- (g) dam failure inundation maps downstream of the dam for the sunny day failure and failure during the spillway design flood event showing the depth of flow in feet, average velocity in feet per second and rate of flow in cubic feet per second at critical locations downstream.

(3) Spillway design flood. The spillway design flood is the flood that a spillway must be capable of conveying without dam failure. For perimeter embankment dams with no spillway and no external drainage area, the dam must be capable of impounding the spillway design flood without dam failure. A spillway design flood less than these requirements is acceptable to the state engineer if an incremental damage analysis is presented to justify the inflow design flood in accordance with Paragraph (4) of Subsection C of 19.25.12.11 NMAC. The spillway design flood is based on size classification and hazard potential classification of the dam as described below.

- (a) Dams classified as low hazard potential, regardless of size, shall have spillways designed to pass a flood resulting from a 100-year precipitation event expressed as a percentage of the probable maximum precipitation.
- (b) Dams classified as small and intermediate, with a significant hazard potential rating shall have spillways designed to pass a flood resulting from 50 percent of the probable maximum precipitation.

(c) Dams classified as large, with a significant hazard potential rating shall have spillways designed to pass a flood resulting from 75 percent of the probable maximum precipitation.

(d) Dams classified as high hazard potential, regardless of size, shall have spillways designed to pass a flood resulting from the probable maximum precipitation.

(4) Incremental damage assessment. Where spillways are not in compliance with Paragraph (3) of Subsection C of 19.25.12.11 NMAC an incremental damage assessment shall justify the inflow design flood used to size the spillway. The spillway design flood from an incremental damage assessment is the flood above which the incremental increase in downstream water surface elevation due to failure of a dam is no longer considered to present an unacceptable additional downstream threat when compared to the same flood without dam failure. The lower limit is the flood resulting from the 100-year precipitation. The assessment shall compare the incremental impacts on downstream areas including existing and foreseeable future development. The assessment shall include a dam breach and flood routing analysis in accordance with Subparagraphs (a) through (g) of Paragraph (1) of Subsection C of 19.25.12.11 NMAC for the failure and non-failure conditions. Methods for assessing the damage between failure and non-failure conditions shall be fully documented.

***Deliverable*** The following deliverables are hereby made for Phase 1 Planning:

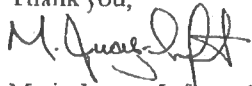
- 1-ft Aerial Mapping
- Existing Right-of-Way Determination and Right-of-Way Maps
- Geotechnical Investigation Report of Existing Geologic Conditions
- Existing Hydrologic/Hydraulic Analysis and Downstream Inundation Mapping Analysis
- Existing Conditions Report
- Jurisdictional Determination

***Compensation*** We may complete this work at a Lump Sum fee of \$245,819.98, including NMGR.T.

***Schedule*** The schedule is comprised of 6 months for Phase 1 Planning.

If the scope of work and fee is acceptable, please sign and return a copy. Please feel free to call me at my mobile no. 505-715-2541 with any questions or comments. We look forward to working with you on this very important project.

Thank you,



Mario Juarez-Infante, PE  
Vice President

\_\_\_\_\_  
Bruce Swingle, City Manager

\_\_\_\_\_  
Date

***Attachments:***     1) Exhibit 'A' – Approximate Mapping Limits  
                             2) Exhibit 'B' – Detailed Man-hour Effort

Exhibit 'A' – Approximate Mapping Limits





Exhibit 'B' - Detailed Man-hour Effort

Exhibit 'A' Man-hour Breakdown

City of Truth or Consequences Central Dam

Planning Phase

Prepared by Wilson & Company Inc. Engineers & Architects

Job Description/Personnel	Independent Engineer	Engineer, Licensed (P5)	Engineer, Licensed (P4)	Drafter, Detailer (DD3)	Admin. Assist. II (AD2)
<b>Project Start Up</b>					
Project Management			52		
Project file set up			4		
Internal Kick off meeting, team roles and responsibilities		2	2	2	
Site Visit		6	6	6	
<b>Planning Phase</b>					
City Coordination & Kick-off Meeting			6		
Aerial Mapping Coordination and Limits Delineation			4		4
Records Research and Literature Review			32	8	2
Existing Hydrologic Analysis					
Methodology Discussion		2	16		
Basin Delineation		1	4		
Topographic Survey Discussion		1	4		
Hydrologic Soils Group Discussion		1	12		
Depth, Duration and Rainfall Distribution of Spillway Design		2	24		
Discussion and Justification of all Hydrologic Parameters		4	32		
Discussion of Peak Inflow, Volumetric Runoff and Maximum		4	32		
Flood Reservoir Inflow and Outflow Hydrograph until flow is		2	24		
Reservoir Area (acres) and Storage Capacity (acre-ft) for		2	24		
Organize modeling output results		8	80		
Description of the Dam Breach and Flood Routing		2	24		
Parameter Tabulation and Justification Analysis		4	32		
Sensitivity Analysis of Analysis Parameters		2	24		
Organized Modeling Analysis Results for Open Channel		2	24		
Dam Failure Inundation Map from the Dam to the Rio		4	40		
Existing Hydrology and Dam Failure Inundation Analysis					
Draft Report			80	40	4
Independent P&H QA/QC	60				4
Address Comments			40		4
Author Final Report for first Submittal (if jurisdictional) to			8		4
<b>Total Man-hours</b>	60	49	630	56	22
<b>Unit Cost</b>	\$ 11,040.00	\$ 9,016.00	\$ 89,460.00	\$ 4,536.00	\$ 1,584.00
<b>Total Labor Cost</b>					\$ 104,586.00
<b>Sub Consultant, Additional Services and Expenses</b>					
Aerial HR Mapping (Wilson & Company)					\$ 75,000.00
Title Search (Title Company)					\$ 12,000.00
Existing Right-of-way Determination (Wilson & Company)					\$ 20,000.00
Geotechnical Investigation for Existing Conditions					\$ 15,000.00
CI, D-C, SUE					\$ -
Mileage @ \$0.58 per mile, 160 mile round trip @ 4 trips					\$ 368.40
<b>Total Expenses</b>					\$ 122,368.40
<b>Proposed Project Cost with NMGBT</b>					\$ 226,954.40
<b>Proposed Project Cost with NMGBT @ 9.3125%</b>					\$ 248,819.46





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.7

**SUBJECT:** Review and approval of a new Promotions and Specialty Positions Policy for the Police Department.

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** February 10, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Commission approval of the updated Promotions and Specialty Positions Policy for the Truth or Consequences Police Department

**Recommendation:**

Approval of Policy.

**Attachments:**

- Truth or Consequences Police Department Promotions and Specialty Positions Policy 325

**Fiscal Impact (Finance):** No

**Legal Review (City Attorney):** Yes

No objections

**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 2-23-2022

NUMBER: 325	SUPERSEDES: NEW	EFFECTIVE DATE:	PAGE 1 of 4
SUBJECT: Promotions/Specialty Positions		APPROVED BY: Michael S. Apodaca, Chief	
NMLEA STANDARDS: PER.07.01 PER.07.02 TRN.01.02			

### ***I. PURPOSE:***

To establish promotional & Specialty Assignment guidelines that are fair and equitable to all employees.

### ***II. POLICY:***

It is the policy of the Truth or Consequences Police Department to establish a procedure for the filling of vacancies in specialty units (i.e. K-9, detectives, SRO, etc.) and the command structure of the department. It is the intent of the Truth or Consequences Police Department to promote the most qualified candidate. The promotional process used by the Truth or Consequences Police Department will be job related and non-discriminatory.

As department head, the Chief of Police reserves the right to select senior command personnel independent of the promotional process. To allow for this, the exempt rank promotion in our department is in affect for the lieutenant position and above.

The Chief of Police maintains ultimate responsibility for the promotion process in our department. He may receive assistance and make assignments to others in reference to the process as he sees fit.

### ***III. PROCEDURE:***

#### **1: Definition:**

##### **A: Exempt Rank Position:**

- 1) The exempt rank position is an appointed position by the Chief of Police.

##### **B: Exempt Rank Promotion:**

- 1) Does not have to test for a position that is exempt.
- 2) Exempt rank positions will be allowed to work grant overtime only with approval of the City Manager at the request of the Chief of Police.

2: Unacceptable Service or New Chief of Police:

- 1) In the event of unacceptable service an officer in an exempt position can only be demoted to the last position held with cause.

3: Chief of Police Position

A: Appointment made by the City Manager;

B: The Chief of Police works for and at the pleasure of the City Manager per **City ordinance Sec. 2-166. Appointment.** There is hereby created the office of Chief of Police, an executive office of the City. The Chief of Police shall be appointed by the Manager, and he/she shall hold office for the duration of his/her appointment or until such time as he/she may be removed by the City Manager. The Chief of Police holds office at the pleasure of the Manager and may be removed by the City Manager without the City Manager having to provide notice and hearing prior to removal. **NMSA 1978, 3-14-15;** commissioners-manager departments; directors. The administration of the affairs of the municipality shall be divided into as many departments as may be deemed desirable by the commission. Each department shall be under the charge of a person employed by the manager.

4: Deputy Chief Position:

A: Must hold the rank of Captain or above; if that rank exists.

B: Have a minimum of 8 years with the department;

C: Must have successfully completed all required interdepartmental testing (bi-annual training requirement, firearms qualifications;

D: The position of Deputy Chief will be an exempt rank salaried position;

E: If demoted, the Deputy Chief may only be demoted to the last position held with cause;

F: City Personnel rules require "Any newly promoted employee must serve a minimum probationary period of one year.

5: Captain Position:

A: Must hold the rank of Lieutenant or above; if that rank exists.

B: Have a minimum of 6 years with the department;

C: Must have successfully completed all required interdepartmental training (bi-annual training requirement, firearms qualifications;

D: The position of Captain will be an exempt rank salaried position;

- E: If demoted, a Captain may only be demoted to the last position held with cause;
  - F: City Personnel rules require "Any newly promoted employee must serve a minimum probationary period of one year.
- 6: Lieutenant Position:
- A: Must hold the rank of Sergeant;
  - B: Have a minimum of 4 years with the department;
  - C: Must have successfully completed all required interdepartmental testing (bi-annual training requirement, firearms qualifications;
  - D: The position of Lieutenant will be a nonexempt rank position;
  - E: If demoted, a Lieutenant may only be demoted to the last position held with cause;
  - F: City Personnel rules require "Any newly promoted employee must serve a minimum probationary period of one year.
- 7: Sergeant Position:
- A: Must have a minimum of 3 certified law enforcement experience;
  - B: Must have successfully completed all required interdepartmental testing (bi-annual training requirement, firearms qualifications;
  - C: Participate in an approved testing process developed and administered by the Chief of Police or designee;
  - D: City Personnel rules require "Any newly promoted employee must serve a minimum probationary period of one year.
- 8: Promotion Pay:
- A: Upon Promotion the base rate shall be decided upon by the Chief of Police, reviewed by the Human Resource Analyst and Finance Director with final approval by the City Manager.
- 9: Specialty Positions:
- A: The Truth or Consequences Police Department has different specialty units. Examples of specialty positions include but are not limited to:
    - 1) K-9, Detective, School Resource Officer

B: Specialty position transfers are not promotions only a different duty assignment, therefore, officers that are moved to a specialty position will not be subject to a new probationary period, and do not qualify for a pay raise.

10: Promotion/Specialty position announcements:

A: The department will provide all department employees a written notice of forthcoming promotions and/or openings in a specialty position. The written notice may include:

- 1) Opening;
- 2) A schedule of dates, times, and location of all elements of the process;
- 3) A description of the process to be used in selecting personnel for vacancies.

11: Testing procedures:

A: Any of the following tests or any combination of tests may be used:

- 1) Written;
- 2) Oral presentation;
- 3) Practical exercises;
- 4) Oral interview;
- 5) Prior work history/Performance;

12: Establishing promotional lists:

A: A promotional list may be established following a promotional process. The list will be good for six (6) months unless extended for six (6) months by the Chief of Police.

13: Selection:

A: The Chief of Police has the right to choose from the top candidates, not selected who will be the next person promoted or selected in any process.

14: Process Results:



A: Following any process, any candidate has the right and opportunity to request an interview with the Chief of Police or designee to review the process. The items that can be covered include but are not limited to:

- 1) Review of written exam;
- 2) Areas the candidate was weak in;
- 3) Things the candidate can do to improve chances for the next selection process.

15: In-House Candidates:

A: To encourage advancement within the department and to encourage longevity, and increase morale, lateral entry into the promotional process is not permitted except for the Chief of Police position.

NUMBER: 325	SUPERSEDES: NEW	EFFECTIVE DATE: 02-23-22	PAGE 1 of 1
SUBJECT: Promotions/Specialty Positions		APPROVED BY: Victor J. Rodriguez, Chief	
NMLEA STANDARDS: PER.07.01 PER.07.02 TRN.01.02			

***I. PURPOSE:***

To establish promotional and specialty assignment guidelines that are fair and equitable to all employees.

***II. POLICY:***

It is the policy of the Truth or Consequences Police Department to establish a procedure for the filling of vacancies in specialty units/positions and the supervisory/command structure of the department. The promotional process used by the Truth or Consequences Police Department will be job related and non-discriminatory.

It is the intent of the Truth or Consequences Police Department and the Chief of police to hire and/or assign the best qualified and best suited candidate into a promotional vacancy or specialty assignment in accordance with the City's personnel policy.

***III. MINIMUM QUALIFICATIONS, PROMOTIONAL PROCESS AND GRADING:***

The Chief of Police shall maintain the ultimate responsibility in determining the following:

1. The minimum promotion candidate qualifications.
2. The promotional process. This shall include the type of examinations and/or assessments.
3. The grade percentage score to be allocated to each testing examination or assessment.

The Chief of Police shall coordinate his actions with the Human Resources Department to ensure that the City's personnel policy is being adhered to.

***IV. SPECIALTY POSITIONS:***

Specialty unit/position transfers are not promotions. They are only a duty assignment and are only available to current police department employees, as designated by the Chief of Police. The Chief of Police may at his discretion reassign or remove an officer from a specialty unit/position.

**V. *SELECTION AND EVALUATION PERIOD:***

Promoted candidates already employed by the City shall serve a ninety-day (90) evaluation period as outlined in Section V: Changes in Employment Status, 5.2 Evaluation Period. If the selected candidate for a promotional vacancy is a new hire to the City, they shall serve their one-year new employee probationary period, which shall serve as their evaluation period.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: February 23, 2022

Agenda Item # : H.8

**SUBJECT:** Consideration of the appointment of a Governing Body Board Member to serve as a representative on the Jornada Resource Conservation & Development Council.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** February 18, 2022

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

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

### Summary/Background:

This item is for discussion and possible consideration of appointing a Governing Body member to serve as a City Representative on the Jornada Resource Conservation & Development Council.

### Recommendation:

### Attachments:

- None.

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

\$0.00

### Legal Review (City Attorney): N/A

None.

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 2-23-2022