City of Bayard

CITY COUNCIL REGULAR MEETING

July 27, 2020 at 1:30 PM

Bayard City Hall

AGENDA

WORK SESSION

CALL TO ORDER: Mayor Chon S. Fierro

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC INPUT

CONSENT AGENDA

1. Minutes for Regular Meeting of July 13, 2020
2. Accounts payable report for the period up to July 27, 2020.
3. Police department reports for the months of February to June 2020.
4. Approval of attendance to NM Rural Water Conference August 11-13, 2020 in Albuquerque for Adrian Badillo for training credits.

OLD BUSINESS

5. Request for speed bump on Royal Street.

   Recommendation to install stop signs.

NEW BUSINESS

6. Swearing in of new hire Nicole Tavizon as Police Officer.
7. Mayor Stevens to provide input on the 2020 wastewater rate increase.
8. Installation of 28' x 60' 2019 manufactured home on Canyon Street with a rear setback variance from 20' to 15' to avoid placing home in flood zone area.
9. Amendment to the Cemetery Rules and Regulations Policy allowing the placement of upright monuments and removing the requirement of flat plaques.

10. 2021 Final Budget approval

ORDINANCES/RESOLUTIONS

11. Authorization to enter into a grant agreement with NMED for SAP #20-E2128-STB.

12. Resolution 22-2020 for the 2021 Fiscal Year Budget

MAYOR AND COUNCILORS REPORTS

NEXT MEETING DATE:

Regular Meeting - August 10, 2020

ADJOURNMENT

City of Bayard

CITY COUNCIL REGULAR MEETING

July 13, 2020 at 1:30 PM

Bayard City Hall

MINUTES

WORK SESSION

The Bayard City Council conducted a work session to discuss items on the July 13, 2020 meeting agenda.

CALL TO ORDER: Mayor Chon S. Fierro

Mayor Pro-tem Villanueva called the meeting to order at 2:00 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT
Mayor Pro-tem Raul Villanueva
Councilor Charles Kelly
Councilor Eloy Medina
Councilor Adrian Ortiz

ABSENT
Mayor Chon Fierro

A quorum was present.

APPROVAL OF THE AGENDA

Motion made by Councilor Kelly, Seconded by Councilor Medina.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

PUBLIC INPUT

No public input was received as directed by the legal notice.

CONSENT AGENDA

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz.

The consent agenda included the following four items:

1. Review and approve minutes of June 22, 2020 City Council meeting.

2. Review and approve the accounts payable report for July 13, 2020.

3. Fire department report for the month of June 2020.

4. Wastewater department report for the month of June 2020.

NEW BUSINESS

5. Review and approve lease agreement for the EMS Ambulance Station - 4 year term.

   Clerk Treasurer Ortiz presented the renewal for the EMS Ambulance Station lease agreement. Items that were changed were the Lessee name and the description of services to indicate that ambulance services would be dependent upon available staff and units.

   Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
   Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Ortiz
   Voting Abstaining: Councilor Medina

6. End of year budget adjustments for period ending June 30, 2020.

   Clerk Treasurer Ortiz presented the June 30, 2020 end of year budget report and budget adjustments. The Clerk indicated the majority were revenue lines that require adjustments.

   Motion made by Councilor Medina, Seconded by Councilor Kelly.
   Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

7. Review and approve June 30, 2020 financial statements.

   Clerk Treasurer Ortiz presented the June 30, 2020 Financial Statements. The Clerk reported that the end of year balances looked very well with general fund having a positive balance of approximately $225,000.

   Motion made by Councilor Kelly, Seconded by Councilor Medina.
   Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

8. Review and approve the Southwest Council of Government Annual Agreement for services at the fee amount of $2,063.00

   Clerk Treasurer Ortiz presented the Southwest Council of Governments Annual Agreement for governmental services. The Clerk stated she uses the SWCOG primarily to review grant applications and during the legislative sessions.

Motion made by Councilor Medina, Seconded by Councilor Kelly.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

9. Request for variance on setbacks for the installation of a metal carport, without cement foundation. Front setback to be 5' and side setback to be 3'.

   Spouse does not feel safe using existing driveway on north side of property due to previous collision.

   Mr. David Leyba is requesting a variance for the front and side setbacks for the installation of a metal carport that would not have a full foundation only leg supports. Mrs. Leyba does not feel safe utilizing the drive entrance on the north side of the property due to a collision with a motorcycle. The front setback is requested at 5' and side setback at 3'.

   Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
   Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

10. Corine Diaz is requesting installation of speed bump in front of her property on Royal Street. Petition received, one resident is opposed.

    Ms. Corine Diaz submitted a petition to request a speed bump on Royal Street in front of her property to ensure safety of her grandchildren while they are outside.

    Councilors discussed the speed bump request and asked Chief Alirez if any complaints have been received by the police department in this area. Chief Alirez stated he has not received any complaints but will review documentation to verify.

    Consensus of the Council is to postpone action until a later date.

    Motion made by Councilor Kelly, Seconded by Councilor Medina.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

ORDINANCES/RESOLUTIONS

11. Adoption of Resolution 19-2020 for the June 30, 2020 Financial Statements and end of year budget adjustments.

    Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

Resolution 19-2020

WHEREAS, the Bayard City Council in regular session on July 13, 2020 did propose to make certain budgetary adjustments; and

WHEREAS, the Council does hereby authorize the attached listing of budgetary adjustments for the June 30, 2020 financial statements as listed in Exhibit A.

WHEREAS, the Council does hereby approve the June 30, 2020 Financial Statements and budget adjustments as presented.

NOW THEREFORE, the Council does hereby accept and approve the budgetary adjustments and June 30, 2020 Financial Statements.

Done at Bayard, New Mexico, this 13th day of July 2020.

//s//_____

Raul Villanueva
Mayor Pro-tem

ATTEST:

//s//_____
Kristina Ortiz, MMC
Clerk Treasurer

12. Adoption of Resolution 20-2020 SWCOG Annual Agreement

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

RESOLUTION NO. 20-2020

RESOLUTION OF THE CITY OF BAYARD RATIFYING A CERTAIN AGREEMENT BETWEEN THE CITY OF BAYARDAND THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS, DATED JULY 13, 2020, AND AUTHORIZING THE EXECUTIVE OF SAME BY THE PROPER OFFICIAL OF CITY OF BAYARD.

WHEREAS, the City of Bayard is a member of and desires to have the services of the Southwest New Mexico Council of Governments; and

WHEREAS, it is necessary that an agreement setting forth the services to be performed by the Southwest New Mexico Council of Governments for the City of Bayard be entered into and it is a requirement of the New Mexico State Laws; and

WHEREAS, it is necessary to set forth the sum to be paid by the City of Bayard to the Southwest New Mexico Council of Governments, as annual dues, for said services; and

WHEREAS, it is the desire of the City of Bayard to accomplish these purposes:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF BAYARD THAT:

1. The AGREEMENT referred to in the caption of this Resolution (a copy of

which is attached hereto and made a part hereof) expresses the desires and intent of the City of Bayard.

2. The AGREEMENT set above is hereby ratified and approved by the authorized representatives of the City of Bayard and is hereby authorized and instructed to affix their signature thereto.

3. A Certified copy of this Resolution (together with the Agreement) shall be filed at the Southwest New Mexico Council of Governments.

Done this the 13th day of July, 2020 in Regular Session, at Bayard City Hall.

//s//_____
Raul Villanueva
Mayor Pro-tem

ATTEST:

//s//_____
Kristina Ortiz, MMC
Clerk Treasurer

ACTION FOR PERSONNEL

13. Approve promotion from un-certified officer to certified police officer position for Jesus Lopez and German Pena effective on July 18, 2020 with an hourly wage adjustment from $14.00 to $17.50 per hour with the standard introductory period.

    Motion made by Councilor Kelly, Seconded by Councilor Medina.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

14. Conditional hire of Nicole Renee Tavizon as a certified police officer at the hourly rate of $17.50 upon completion of all pre-employment exams and background reviews.

    Motion made by Councilor Medina, Seconded by Councilor Ortiz.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina

15. Promotion of Marlena Valenzuela from Utility Clerk to Deputy Clerk with an hourly wage increase of $1.50 effective July 20, 2020.

    Motion made by Councilor Medina, Seconded by Councilor Ortiz.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

    Promotion of Tanya Ortiz from Accounts Payable Clerk to Utility Clerk with an hourly wage increase of $1.50 effective August 3, 2020

Motion made by Councilor Medina, Seconded by Councilor Kelly.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

16. Changing the position title of Humane Officer to Humane Officer/Code Enforcement Officer full-time status of 40 hours per week, Animal Control Certification and Chemical Immobilization Certification, for an hourly wage of $12.75 effective July 20, 2020.

    Motion made by Councilor Medina, Seconded by Councilor Ortiz.
    Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

MAYOR AND COUNCILORS REPORTS

Mayor Pro-tem Villanueva congratulated the new hire and employees that were promoted and he looks forward to working with each individual.

NEXT MEETING DATE:

Regular Meeting - July 27, 2020

ADJOURNMENT

Motion made by Councilor Kelly, Seconded by Councilor Ortiz.
Voting Yea: Mayor Pro-tem Villanueva, Councilor Kelly, Councilor Medina, Councilor Ortiz

Meeting adjourned at 2:37 p.m.

_____
Raul Villanueva
Mayor Pro-tem

ATTEST:

_____
Kristina Ortiz, MMC
Clerk Treasurer

ACCOUNTS PAYABLES
July 27,2020

GENERAL FUND - 10

J and S Plumbing	New Water Heater,connections,Install	$	956.26
Premier Uniforms	Uniforms And Tacital Gear for PD	$	845.15
Pro Force	Rapid Assist Tacital p30042	$	98.24
Premier Uniform	Uniforms And Tacital Gear for PD	$	364.70
The Line	Uniforms And Tacital Gear for PD	$	1,960.32
Builtrite Bleachers	Parks and Rec Improvments	$	34,818.75
TOTAL:		**$**	**39,043.42**

JNT W/S O&M FUND - 150

SUNTREAT	Salt for Chlorine	$	320.00
TOTAL:		**$**	**320.00**

JNT WASTEWATER FUND - 170

Marine Industrial Tank Inc.	Inspection and Cleaning	$	4,750.00
T-P Pumps	Dosing Chlorine Pump	$	4,876.45
Yukon and Associates	Transmitter for Influent Pump	$	4,332.09
SUNTREAT	Salt for Chlorine	$	320.00
TOTAL:		**$**	**14,278.54**

COMMUNITY CENTER FUND - 200

TOTAL:		**$**	-

LIBRARY FUND - 210

TOTAL:		**$**	-

MUNNICIPAL STREET FUND - 240

TOTAL:		**$**	-

MUNICIPAL COURT FUND - 20

TOTAL:

FIRE FUND- 30

TOTAL:

LAW ENFORCEMENT FUND - 60

The Line	Tatical Gear for PD	$	2,828.37
Premier Uniform	Uniforms and Tatical Gear for PD	$	364.70
TOTAL:		**$**	**2,828.37**

Reserv **Reserves** **230-24-58080**

Power Ford	2020 Ford F-250 4x4 Utility Truck	$	35,506.00
TOTAL:		**$**	**35,506.00**
GRAND TOTAL:		**$**	**91,976.33**

ACCOUNTS PAID
July 27,2020

GENERAL FUND - 10

Bank of America /Amazon	File Cbinet Locks	$	20.20
Comcast	Monthly Internet	$	186.03
W&N Enterprise	Monthly Gas Tickets CH,PD,Fire	$	1,256.71
PNM	Electricity for Animal Shelter	$	22.99
NMSIF	Yearly Ins. Coverage 6mth pmt	$	4,245.71
NMSIF	Yearly Ins. Coverage 6mth pmt Police	$	13,918.86
PNM Electric	Monthly Electric Usage	$	9,212.16
TOTAL:		**$**	**28,862.66**

JNT W/S O&M FUND - 150

W&N Enterprises	Monthluy Gas Ticket for Equpt./Vehicles	$	713.84
NMSIF	Yearly Insurance Coverage 6mth PMT	$	9,613.52
TOTAL:		**$**	**10,327.36**

JNT WASTEWATER FUND - 170

Marine Industrial Tank Inc.	Inspection and Cleaning	$	4,750.00
PNM	Monthly Power Usage	$	7,977.29
W&N Enterprises	Monthly Gas Tickets Equpt/Vehicles	$	192.66
Hall Enviormental	Plants Testing	$	172.60
TOTAL:		**$**	**13,092.55**

COMMUNITY CENTER FUND - 200

TOTAL:		**$**	-

LIBRARY FUND - 210

Comcast	Monthly Internet Library	$	286.03
NMSIF	Yearly INS. Coverage 6mth PMT	$	3,961.83
TOTAL:		**$**	**4,247.86**

MUNNICIPAL STREET FUND - 240

NMSIF yearly INS. Coverage 6mth pmt		$	5,238.69
TOTAL:		**$**	**5,238.69**

MUNICIPAL COURT FUND - 20

NMSIF	**NMSIF yearly Ins. Coverage 6mth pmt**	**$**	**3,401.85**
TOTAL:			**$3,401.85**

FIRE FUND- 30

Comcast	Monthly Internet Fire Dept.	$	146.03
NMSIF	Yearly Ins. Coverage 6mth pmt	$	10,243.23
TOTAL:		**$**	**10,389.26**

LAW ENFORCEMENT FUND - 60

TOTAL:

HISTORICAL FUND - 460

TOTAL:

GRAND TOTAL: **$ 75,560.23**

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
February, 2020

Traffic Activity	
Accidents	0
Citations Issued	6
DWI	0
Suspicious Vehicle or person	2
Criminal Activity	
Arrests	2
Burglary/Larceny	5
Criminal damage	3
Domestic calls	1
Narcotics violations	1
Shoplifting	1
Fraud	2
Embezzlement	1
Assault	2
Criminal Trespass violation	2
Criminal sexual contact information	1
Aggravated battery	1
False Imprisonment	1
General Activity	
Welfare check	1
Unattended death	1
Dog bite	1
Juvenile Activity	
Arrests	0
Juvenile citations	2
Minor in poss of alcohol: 1	
Assault: 1	
Runaway	2
Animal Control Activity	
Complaints Answered	3
Canines picked	7
Felines picked up	2
Citations issued	5
Skunks	2
Other: Animal abuse	2

NOTES:

Offense/Incident reports generated 26

Assault
Domestic disturbance
Agg. Assault; Suspicious activity
Narcotic violation
CTW violation
Criminal damage to property
Larceny; Criminal damage
Unattended death
Minor in poss of alcohol
Shoplifting; Criminal trespass violation
Criminal damage to property
Larceny
Welfare check
Fraud/Embezzlement
Cruelty to animals
Informational: Criminal sexual contact
Larceny
Runaway
Suspicious activity
Dog bite
Runaway
Larceny
Larceny
Runaway
False imprisonment; Aggravated battery
Fraud

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
March, 2020

Traffic Activity	
Accidents	1
Citations Issued	5
Warnings: 2	
DWI	0
Abandoned vehicle	1
Criminal Activity	
Arrests	5
Criminal damage	1
Domestic calls	1
Shoplifting	2
Recovered property	1
Battery	1
Criminal Sexual Penetration-Info only	1
Breaking & Entering	1
Fraud	1
Robbery	1
General Activity	
Civil stand by	1
School trheats	1
Juvenile Activity	
Arrests	0
Runaway	2
Animal Control Activity	
Complaints Answered	0
Canines picked up	4
Felines picked up	6
Citations issued	4
Skunks	4
Other:	

Offense/Incident reports generated 19

Warrant arrest
Informational-school threats
Found property
Battery; Info-Criminal sexual penetration
Breaking & Entering
Criminal damage
Warrant arrest
Abandoned vehicle towed
Informational-fraud
Shoplifting
Runaway
Warrant
Warrant
Shoplifting
Civil stand by
Domestic disturbance
Robbery
Runaway
Warrant arrest

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
April, 2020

Traffic Activity	
Accidents	1
Citations Issued	4
DWI	0
Criminal Activity	
Arrests	1
Burglary/Larceny	1
Criminal damage	2
Battery	2
Fraud	1
Embezzlement	1
Counterfeit	1
General Activity	
Vicious animal	1
Dog bite	1
Juvenile Activity	
Arrests	2
Child Custody	2
Minor in possession of alcohol	2
Runaway	2
Animal Control Activity	
Complaints Answered	6
Canines picked up	22
Felines picked up	6
Citations issued	14
Skunks	1
Other: Animal abuse	2

Offense/Incident reports generated 9

Vicious animal
Dog bite
Burglary, Criminal damage; Minor in possession of alcohol
Warrant arrest
Battery
Counterfeit; Fraud/Embezzlement
Informational-Child custody violation
Criminal damage to property; Battery
Informational-Child custody issue

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
May, 2020

Traffic Activity

Accidents	3
Citations Issued	0
DWI	0
Motorist Assists	1
Suspicious Vehicle or person	4
Reckless driver	3
Missing or Stolen vehicle	1

Criminal Activity

Arrests	1
Burglary/Larceny	2
Criminal damage	2
Domestic calls	1
Narcotics violations	1
Inj./Tamp. with vehicle	1
Shoplifting	2
Aggravated battery	1
Battery	1
Criminal trespass violation	2
Littering	1
Harassment	1
Breaking & Entering	1
Gas skip	1
Unwanted subject	1
Counterfeit	1

General Activity

Abandoned 911	1
Civil stand by	1
Escorts	1
Welfare check	1
Meetings/classes	2
Court	1
Follow up investigations	1
Alarms	2
Shots fired call	2
Pursuit	1
Intoxicated person	1
Child exchange	1
Loud music/party complaint	2
Animal assists	1
Fireworks complaints	1
Open door	1

Juvenile Activity

Arrests	0
Runaway	2

Agency Assists 1

Animal Control Activity

Complaints Answered	0
Canines picked up	10
Felines picked up	3
Citations issued	1
Skunks	0
Other:	

Offense/Incident reports generated 14

Unlawful taking of vehicle
Larceny; Criminal damage; Breaking & Entering
Missing person
Breaking & Entering
Criminal damage
Informational-Battery
Criminal damage
Counterfeit money
Aggravated battery on household member; Batter on household member
Injuring and tampering with motor vehicle, Criminal trespass warning
Informational-Accidentally self- inflicted gunshot
Burglary; Criminal damage to property
Breaking & Entering
Breaking & Entering; Burglary

BAYARD POLICE DEPARTMENT
MONTHLY REPORT
June, 2020

Traffic Activity

Accidents	4
Citations Issued	3
DWI	0
Motorist Assists	1
Suspicious Vehicle or person	3
Abandoned vehicle	1
Reckless driver	3
Missing or Stolen vehicle	1

Criminal Activity

Arrests	1
Burglary/Larceny	3
Criminal damage	1
Domestic calls	2
Unwanted subject	1
Shoplifting	1
Fight	1
Aggravated Battery	1
Pan handler	1
Informational-Criminal Sexual case	1
Assault	1
DV order violation	1
Harassment	2

General Activity

Abandoned 911	1
Civil stand by	1
Escorts	1
Welfare check	1
Meetings/classes	2
Court arraignments	1
Follow up investigations	1
Alarm	1
Driving test	1
Loud music/party	3
Shots fired	1
Open door	1
Child exchange	1
Parking violation	1
Animal call	1
Custodial interference	1
Fireworks	1
Civil matter	1
Criminal trespass violation	1
EMS call-overdose	1

Juvenile Activity

Arrests	0
Runaway	1
Aggravated Battery	1

Agency Assists 1

Animal Control Activity

Complaints Answered	
Canines picked up	10
Felines picked up	9
Citations issued	2
Skunks	1
Other:	

Offense/Incident reports generated 11

Burglary
Battery
Runaway
Larceny
Criminal damage
Shoplifting; Criminal trespass violation
Shoplifting
Warrant arrest
Criminal damage
Aggravated battery
Runaway

http://www.hotelabq.com/

« 2020 Rural Water Rally

Upcoming Events

42nd Annual NMRWA Conference
August 11 @ 8:00 am - August 13 @ 5:00 pm

View All Events

Latest News

Free Online Training for New Mexico Water Operators,

2020 State of New Mexico Water/Waste Water/Sampler Certification Exam Schedules

ATTN High School Students: Enter NMRWA Essay Contest to win up to $500

41st Annual Conference Recap

Agua de Nuevo Mexico

Quick Links

Join NMRWA

Training Calendar

Online Training

Post a Job

Funding Programs

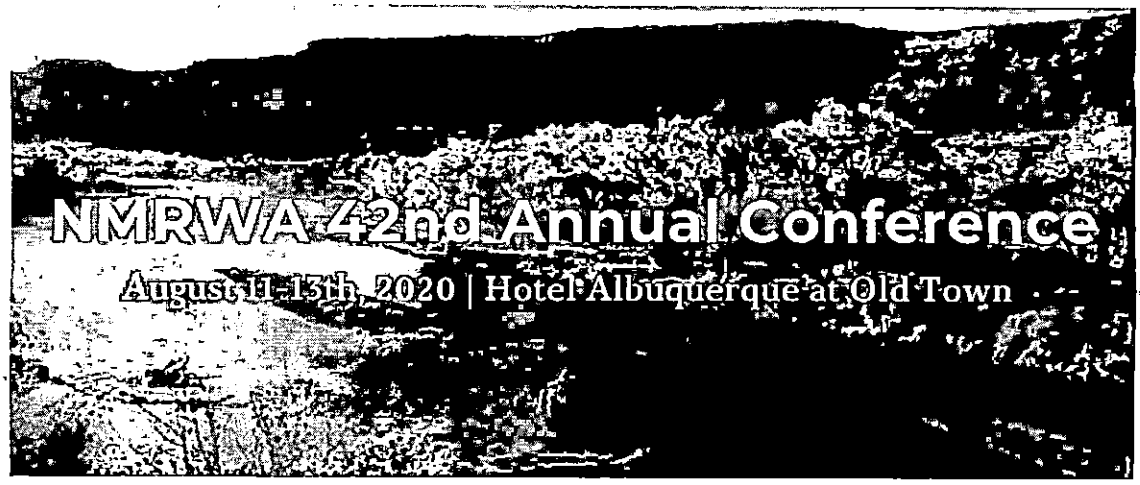
Legislation & Grassroots Action

About NMRWA

Bayard Public Works

From: Bill Conner <bill@nmrwa.org>
Sent: Tuesday, June 23, 2020 9:29 AM
To: Bayard Public Works
Subject: NMRWA's 42nd Annual Conference | New Date & Updated Forms

View this email in your browser



NMRWA 42nd Annual Conference

Hotel Albuquerque at Old Town, August 11-13th, 2020

NMRWA 2020 CONFERENCE RESCHEDULED





NMRWA's 42nd Annual Conference has been rescheduled to August 11-13th, 2020 at Hotel Albuquerque at Old Town. There will be no testing after the conference.

All registrations previously received are being held for the new

date and location. If you will not be able to attend and would like a refund, please contact us at bill@nmrwa.org.

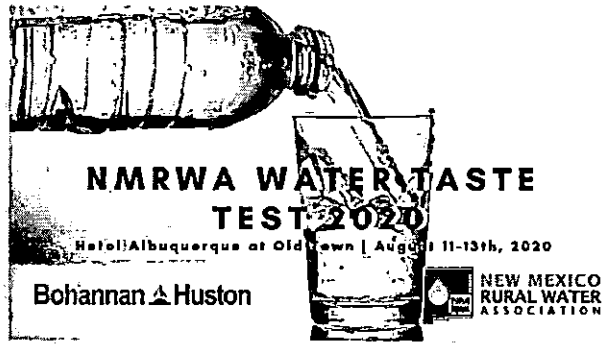
We look forward to seeing you there.

TENTATIVE CONFERENCE SCHEDULE

ABOUT THE CONFERENCE

NMRWA's Annual Conference is the premier water and wastewater utility industry training event in the state and brings together board members, managers, operators, regulators, industry representatives, funding agency staff, lawmakers, and community leaders.

NMRWA & Bohannan-Huston, Inc. Water Taste Test 2020



Does your system have the best tasting water in New Mexico? Register today for the chance to win the title of Best Tasting Water in New Mexico! The Grand Prize Winner will be sent to represent New Mexico's rural water systems in Washington, DC at the annual Rural Water Rally. Winners


Rachael Roger's House
June 23,20
from Corin
313-5943
Irene's House
Taylor St.
Madrid's House
Taylor
Foy's House
Speed Bump
My House Diaz
Signature's
Lillian Griffin
Greg Griffin
Deanna Reece
Rachael Roger
Royal St.
Griffin
Royal St.
Natalia's House
Humble
Rosella Quintana
Natalia Martinez
Jerry Humble
Quintana's House
Joseph Jenkerson
Paul Madrid
Carston Lanier

June 30, 2020

Irene Ojinaga
Po Box 792
Bayard, NM 88023
ph # 537-5370

City of Bayard
Po Box 728
Bayard, NM 88023
ph # 537-3327

Ref: Royal Street Speed Bump(s)

Conceepcion Fierro & Council:

This letter is to address said petition that is circulating in regards to speed bump(s) on Royal Street. I wish to address my objection to the speed bump(s) on this street. I respectfully request that these speed bump(s) not be put adjacent to my property located on the corner of Royal and Taylor streets.

Said petition was circulated in regards to Ms. Corina Diaz having her Grandchildren playing on Royal Street. I can understand Ms. Diaz concern but in my opinion children are still in danger; traffic still flows thru there.

continued page 2

The safety of the children should be everyones concern but should not impact and inconvience other property owners; maybe making sure children are safe by using the home owners property and teaching children that our streets are not a playground would be a better way to assure their safety.

Thank you for your attention on this matter.

Respectfully your,
Irene Ojinaga

Irene Ojinaga

Clean Up...Fix Up
Bayard
Pride
Help Your Neighbor

City of Bayard

Form 99-1

ADMINISTRATIVE APPLICATION FORM

BEFORE A MOBILE HOME IS INSTALLED ON ANY LOT WITHIN THE CITY OF BAYARD OR BEFORE ANY BUILDING OR STRUCTURE IS ERECTED, RECONSTRUCTED, STUCTURALLY ALTERED, DEMOLISHED OR ENLARGED OR MOVED WITHIN OR INTO A ZONE, THE OWNER OF SAID BUILDING OR STRUCTURE OR MOBILE HOME SHALL DO THE FOLLOWING:

Application Process

1. Complete an administrative application and deliver it to the Zoning Officer with fee of $5.00.
2. Have the project reviewed by the Zoning Officer; and
3. Secure all applicable and necessary permits.
4. Submit completed application and fee by the third Wednesday of the month.

x _____ 7/23/2020
APPLICANT'S SIGNATURE — DATE

_____ (575)313-7897 (505)490-2969
APPLICANT'S MAILING ADDRESS — TELEPHONE #

NOTES: Installation of a 2019 CMH Man. Home 28' x 60' at ~~Grand~~ Canyon Street

PERMITS REQUIRED FOR PROJECT

DEVELOPMENT PERMIT _____
ZONE CHANGE PERMIT _____
MOVING PERMIT X
MANUFACTORED HOME PERMIT X
VARIANCE PROCESS PERMIT X

BUILDING PERMIT _____
SPECIAL USE PERMIT _____
FLOOD PLAIN PERMIT _____
MOBILE HOME PERMIT _____
CONDITIONAL USE PERMIT _____
NON-CONFORMING USE PERMIT _____

Continued on Other Side

OTHER FACTORS TO BE CONSIDERED: _____

Variance request for rear setback ~~of~~ to 15' in order to avoid flood zone

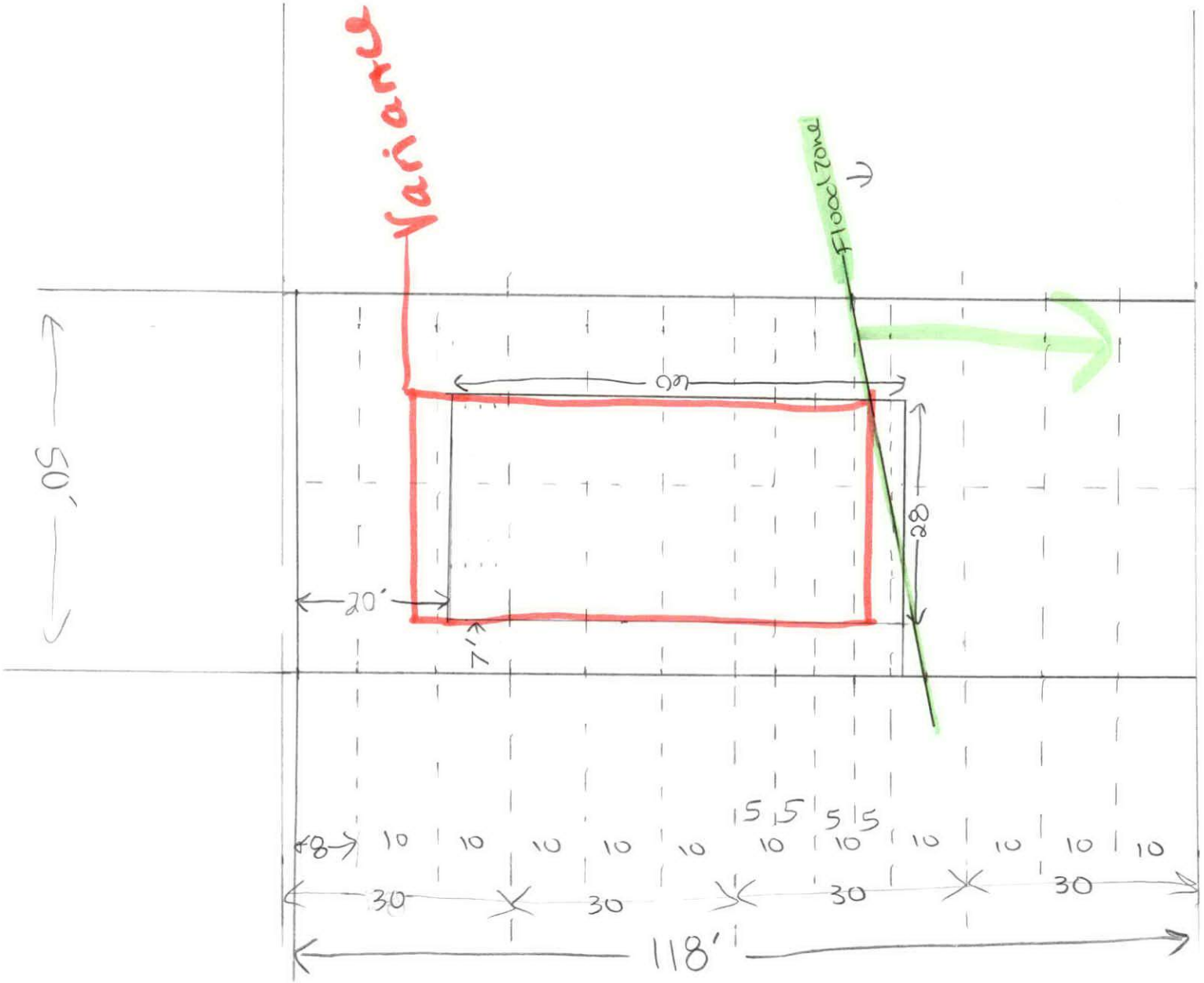
_____ _____

APPROVED BY DATE

OFFICE USE ONLY Fee is $5 for administrative application

Check # _____ Cash _____ Receipt # _____ Date ___/___/____

Total Fee Collected: $_____ Received By: _____


Variance
Floodzone
50'
90'
28'
20'
7'
8'
10
10
10
10
10
5
5
10
10
10
10
10
10
30
30
30
30
118'

CANYON ST

RULES AND REGULATIONS OF THE
BAYARD CEMETERY
July 2020

The Bayard Cemetery is owned and operated by the City of Bayard, New Mexico. The Cemetery shall always be kept a place of beauty. To this end certain rules and regulations are necessary for the protection of grave space owners to give them assurance that nothing of an unsightly or objectionable nature can ever be placed on grave spaces adjacent to their own and the cemetery shall not become a place of disorder or reproach.

These rules and regulations are designed for the protection of the owners of interment rights as a group. Their enforcement will help protect the cemetery to create and preserve its beauty.

Part I – Use of Cemetery

The Bayard Cemetery is a municipal cemetery available for use by the general public. All business matters relating to the cemetery shall be transacted at City Hall, 800 Central Avenue, Bayard, NM 88023. Hours of operation at City Hall are Monday through Friday, 8:00 a.m. to 4:30 p.m., except designated holidays. The Bayard Cemetery is open to visitors Sunday through Monday from 8:30 a.m. to 4:00 p.m. The cemetery is closed to visitors when the entrance gates are closed. Visitors are permitted entry to the cemetery only through the entry gates.

All owners of rights of interment, all visitors and those performing work within the cemetery shall be subject to these rules and regulations, and any amendments or alterations that shall be adopted from time to time.

The City of Bayard shall not be liable for any act of the owners of rights to interment, visitors, licensees, or trespassers within the cemetery or for any damage to persons or property within the cemetery; nor for any damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, explosions, unavoidable accidents, insurrections, riots, or other than as provided herein. The City of Bayard shall strictly enforce cemetery rules and regulations.

A. Rules

- Persons within the Cemetery grounds, shall use only the avenues, walks and roads. No one shall ride a motorcycle, motorbike or bicycle except on designated roadways or walkways.
- Skateboards or roller skates are not permitted.
- The Cemetery is intended to be sacred; it is not a park intended for recreation.
- Animals shall be on leashes at all times, and owners must pick up and dispose of their droppings in garbage receptacles.
- No use of alcoholic beverages, in accordance with the City Ordinance.
- No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.
- No unauthorized person(s) shall be permitted to bring or carry firearms within the Cemetery.
- No hunting is allowed within the Cemetery boundaries.

- All persons are strictly forbidden to break or injure any tree or shrub; mar any landmark, marker, or memorial; or in any way deface the grounds of the Cemetery.
- No excavations, construction, planting of trees or shrubs are permitted without City approval.
- Motor vehicle parking shall be limited to the designated parking areas.

B. Interments

- All interments, including cremains, must be under the supervision of a licensed funeral director.
- All grave sites in the Cemetery shall be five (5) feet in width by ten (10) feet in length, with the lengths running east and west.
- The City requires a minimum standard of using a casket within a 2 piece concrete/fiberglass box for traditional burials. The setting of the burial vaults is the responsibility of the funeral home. The City may set the burial vault with a fee assessed. All cremains must be placed in an urn suitable for burial.
- No more than one interment shall be allowed in any grave, except as provided herein:
    1. An adult and an infant may be interred in the same grave, provided not more than one casket is interred.
    2. Two (2) infants may be interred in the same grave, provided such infants are under the age of three (3) years.
    3. Two (2) cremated remains may be interred in any occupied or unoccupied grave and shall be covered by no less than 12" of soil. Cremains are to be interred only after a casket has been interred. A casket shall not be interred at any time after cremains are interred.
- In the event any error shall be made in the interment or disinterment of any space in the Cemetery, the City reserves the right to remove and transfer the remains to another space of the same value.
- Neither interments nor disinterment will be allowed in any space where the interment rights in the opinion of the City management, remains undetermined. In such cases, an order from a Court of competent jurisdiction will be required.
- If for some reason the grave site is not ready, such as rock, acts of nature, or any other valid reason, the burial will be postponed until the grave is ready, or alternative arrangements will be provided.

C. Disinterments

- The disinterment from a burial space within the Cemetery shall be permitted only after approval of City management, and in compliance with the laws of the State of New Mexico, and then will be done at the earliest convenience of the Cemetery personnel. All requests for disinterment will be presented to the Clerk Treasurer in writing with reason for disinterment stated on the request. Disinterment's must be approved by the Clerk Treasurer and by the State Health Department in cases where death was caused by a contagious disease. The cost of disinterment will be determined by actual audit cost; such cost will be at the expense of the party requesting the disinterment. Any disinterment requested by a non-family member shall require a Court order.
- All disinterments must be scheduled through a licensed Funeral Director.
- Funeral Directors must acquire a permit for disinterment and re-interment as issued by the state registrar, if required, and verified by city staff.

- The City cannot be liable for the condition of remains or the methods by which they are retrieved. Cemetery employees are not to come in contact with the deceased in any matter. Cemetery employees are to unearth the ground and pull up casket and/or vault only. Employees may help put the remaining casket and/or vault on a trailer for hauling purposes only.
- Funeral Directors shall be present at disinterments and are responsible for the removal of all remains (casket, vault, deceased).

Part II – Purchase of Rights of Interment

- Purchase of Rights of Interment are for the "right to use the lot for burials". Ownership of land will not be transferred from the municipality to the purchaser of the Rights of Interment.
- All cemetery plots are for human burial purposes.
- Purchase arrangements can be made either at City Hall or through a funeral home of your choice at the time of need or in advance.
- Burial plots are to be taken in order; (Section A, Block 1, Row 1, Lot 1; Section A, Block 1, Row 1, Lot 2)
- Pre-need purchases shall not exceed four (4) plots per family. The Clerk Treasurer, at his discretion, can authorize the purchase of additional grave sites.
- The purchaser will be required to sign that they understand the rules of the Cemetery (separate document), and they shall receive a copy of the "Bayard Cemetery Rules and Regulations Governing Burials".
- Full purchase price must be made to the City prior to the Certificate of Interment Rights being issued or the opening or any grave.
- The City shall retain all original Certificates of Interment Rights to avoid any possible ownership disputes. The Clerk Treasurer or designee will administer the resale of rights, to avoid possible ownership disputes.

Part III – Opening and Closing

- Interments shall be permitted only when the grave space and the interment charges are fully paid. Internment shall not be allowed in any grave where the ownership remains unsettled.
- The City of Bayard performs all openings and closings. Funeral services set-up are the responsibility of the funeral homes.
- The cost of the opening and closing is NOT included in the purchase price of the Rights of Interment. Additionally, any extra costs for interment or disinterment that may be incurred by the City will be charged to the purchaser of the rights, and be payable within ten (10) days of receiving the City's invoice. This may include: overtime wages, rock breaker or excavator equipment; blasting materials, other materials, or special equipment.
- Any damage that is done to the cemetery by any private contractor is the liability of the purchaser of the grave for whom the contractor was working.
- Burials are performed from 9:00 a.m. to 4:00 p.m. Monday through Friday. Burials on Holidays and Saturdays must be approved by the Clerk Treasurer.
- All graves shall be six (6) feet in depth. However, should hard rock be encountered, a lesser depth may be allowed provided the depth is not less than four (4) feet. Graves shall be filled level with ground surface.

- A forty-eight (48) hour notice must be given to City Hall prior to interment with the completion of an application for interment. The notice will be provided to a representative of the funeral home and the Cemetery Supervisor.
- Closing procedure of the interment site will not begin until the public has departed the immediate area.
- City personnel have the authority to require that all bystanders vacate the immediate area before beginning the closing process due to safety and liability concerns.

Part IV – Graves and Markers

- Monument flat plaques are the only item allowed as a grave marker. All plaques must be installed flush with the ground surface. Each grave marker shall be installed on the top center of the grave the marker identifies. Prior to the installation of a grave marker, a City employee will stakeout the grave space for the correct placement of the marker.
- Prohibited items on graves or lots are: gravel, decorative rocks, plants, trellises, metal fixtures, frames or boxes, and chairs and settees.
- No enclosures of any kind shall be permitted around any grave or lot.
- Monuments must be installed by a pre-approved monument company.
- Monument plaque for a single plot shall be no more than four (4) feet long by twenty-four (24) inches wide by six (6) inches thick, made of concrete and the top shall be flush with the ground surface. Monument plaque for two combined plots shall be no more than four (4) feet long by twenty-four (24) inches wide by six (6) inches thick, made of concrete and the top shall be flush with the ground surface.
- The City will have the authority to enter upon any lot and remove any objectionable or prohibited items, including but not limited to, copings that may have been placed there contrary to the regulations.
- The City shall provide all landscaping and planting in the cemetery.

Part V – Maintenance

- The Cemetery is maintained by the City.
- Maintenance consists of: keeping the weeds and other vegetation in open areas under control; the upkeep of roads and drainage systems; and general maintenance as determined by the City.
- The purchase of Rights to Internment includes such maintenance.
- Any damage caused by the City crews in the opening, closing or maintenance work shall be repaired at the City's expense.
- A care and maintenance fee shall be added to the Rights of Interment fee for each lot at the time the rights are purchased.

Part VI – Plants, Vases, Etc.

- The planting of vines, borders of plants, roses, shrubs, trees or any type of permanent plant is strictly prohibited.
- Small removable vases and containers of flowers may be placed on graves for suitable occasions. If the owner desires to keep such containers, they must be removed within a reasonable time. Otherwise, the Cemetery personnel will remove them, and no responsibility will be assured for their safekeeping.
- Persons desiring to retain floral arrangements or other material used at burials, including flags, must remove them within 48 hours after burial.

- All flags placed at gravesites for National holidays must be removed within 48 hours after observance of holiday.
- The Cemetery Management reserves the right to remove all material not considered suitable or desirable in the Cemetery.

Part VII – Above Ground Burial Vaults

- No above ground burial vaults will be permitted in the cemetery.

Part VIII – Correction of Errors

- The City reserves and shall have the right to correct any errors that may be made in making interments or disinterments. In the event such error shall involve the interment of the remains of any person, the City shall have the right to disinter such remains in such other grave of equal value and similar location as may be substituted and conveyed.
- The City shall have the right to correct any error that may be made in placing a grave marker at the wrong grave.

Approved this _____ day of _____, 2018.

_____
Chon S. Fierro
Mayor

ATTEST:

_____
Kristina Ortiz, MMC
Clerk Treasurer

Bayard Cemetery Fee Schedule

Right to Interment Per Lot

Regular ……..$400.00
Infant…….……$200.00
Cremains (within Section C only)……$200.00

Care and Maintenance Fee (added per lot)…….$50.00

Opening and Closing

Regular…….……$400.00
Infant…….……..$200.00
Cremains…….$150.00

City Observed Holiday or Saturday…….$100.00 in addition to opening and closing fee.
City observed holidays as set annually

Disinterment…….……..$500.00

State of New Mexico
Local Government Budget Management System (LGBMS)

Budget Recap - Fiscal Year 2020-2021
Bayard (City) - Final - Entity

Printed from LGBMS on 2020-07-24 11:12:41

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund (,43)	1,627,636.00	0.00	1,257,946.00	290,982.00	1,650,338.00	1,526,226.00	137,528.17	1,388,697.83
20100 Corrections (,42)	11,818.00	0.00	0.00	5,000.00	5,000.00	11,818.00	0.00	11,818.00
20600 Emergency Medical Services (,56)	309.00	0.00	5,650.00	0.00	4,300.00	1,659.00	0.00	1,659.00
20900 Fire Protection (,07)	45,035.00	0.00	89,393.00	0.00	98,093.00	36,335.00	0.00	36,335.00
21100 Law Enforcement Protection (,32)	3,269.00	0.00	21,800.00	0.00	21,712.00	3,357.00	0.00	3,357.00
21600 Municipal Street (,79)	202,236.00	123,164.00	775,077.00	19,880.00	802,363.00	317,994.00	0.00	317,994.00
30200 CDBG (HUD) Project (,47)	8,130.00	0.00	30,361.00	120.00	30,079.00	8,532.00	0.00	8,532.00
30800 Other State Funded Projects (,26)	52,468.00	0.00	171,000.00	30,000.00	209,572.00	43,896.00	0.00	43,896.00
39900 Other Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40200 GRT Revenue Bond Debt Service (,18)	595,047.00	64,022.00	564,082.00	-380,072.00	71,446.00	771,633.00	0.00	771,633.00
40300 Other Revenue Bond Debt Service (,65)	255,222.00	0.00	0.00	139,274.00	97,344.00	297,152.00	0.00	297,152.00
50100 Water Enterprise (,47)	439,326.00	0.00	454,250.00	15,000.00	431,521.00	477,055.00	0.00	477,055.00
50200 Solid Waste Enterprise ,21	201,191.00	95,807.00	464,650.00	0.00	479,292.00	282,356.00	0.00	282,356.00
50300 Wastewater/Sewer Enterprise (,43)	866,365.00	884,895.00	3,150,838.00	150,339.00	4,047,618.00	1,004,819.00	0.00	1,004,819.00
50600 Cemetery Enterprise	7,200.00	0.00	800.00	0.00	800.00	7,200.00	0.00	7,200.00
52400 Museum/Library Enterprise (,09)	2,341.00	0.00	15,500.00	30,000.00	36,575.00	11,266.00	0.00	11,266.00
59900 Other Enterprise (,92)	225,437.00	0.00	533,544.00	-300,523.00	211,474.00	246,984.00	0.00	246,984.00
70100 Meter Deposits (,14)	55,247.00	88,204.00	15,500.00	0.00	10,000.00	148,951.00	0.00	148,951.00

79900 Other Trust & Agency	.09	3,547.00	0.00	10.00	0.00	0.00	3,557.00	0.00	3,557.00
Totals	(5.90)	4,601,824.00	1,256,092.00	7,550,401.00	0.00	8,207,527.00	5,200,790.00	137,528.17	5,063,261.83

State of New Mexico
Local Government Budget Management System (LGBMS)

Operating Budget - Fiscal Year 2020-2021
Bayard (City) - Final - Entity
Detail Report Sorted by Fund and Department

Printed from LGBMS on 2020-07-24 09:58:30

11000 General Operating Fund

10000 Assets

0001 No Department

10100 Cash Assets		**Original Budget**
10101 Unrestricted Cash		1,627,636.00
10102 Restricted Cash		0.00
10103 Investments		0.00
10104 State Required Reserve		137,528.17
10105 Locally Imposed Reserve		0.00
	10100 Totals	**1,765,164.17**
	0001 Totals	**1,765,164.17**
	10000 Assets Totals	**1,765,164.17**

40000 Revenues

0001 No Department

41000 Taxes Local Effort		**Original Budget**
41100 Franchise Tax		52,000.00
41250 Gross Receipts Tax - Municipal Local Option General		105,000.00
41251 Gross Receipts Tax - Municipal Infrastructure		40,000.00
41253 Gross Receipts Tax - Municipal Environmental		0.00
41500 Property Tax - Current		84,000.00
41510 Property Tax - Prior Year		1,100.00
	41000 Totals	**282,100.00**
42000 Taxes State Shared		**Original Budget**
42300 Gas Tax for General Purposes		9,000.00
42900 Other State Shared Taxes		33,600.00
	42000 Totals	**42,600.00**
43000 Licenses and Permits		**Original Budget**
43100 Animal Licenses		600.00
43400 Business Licenses/Registration		3,000.00
43500 Liquor Licenses		250.00
43800 Zoning Permits		300.00
	43000 Totals	**4,150.00**
44000 Charges for Services		**Original Budget**
44030 Animal Pound Fees		2,000.00
44150 Printing & Copying		150.00
44190 Rental Fees		16,000.00
	44000 Totals	**18,150.00**
45000 Fines & Forfeits		**Original Budget**
45020 Court Fines		16,500.00
45990 Other Fines and Forfeits		220.00
	45000 Totals	**16,720.00**
46000 Miscellaneous Revenues		**Original Budget**
46010 Contributions/Donations		5,300.00
46040 Investment Income		450.00
46060 Reimbursements/Refunds		16,000.00

46099 Sales - Other		8,000.00
	46000 Totals	**29,750.00**
47000 Intergovernmental Grants (Distributions)		**Original Budget**
47140 Small Cities Assistance (TRD)		355,000.00
47398 Other State Distributions (operational)		509,476.00
	47000 Totals	**864,476.00**
	0001 Totals	**1,257,946.00**
	40000 Revenues Totals	**1,257,946.00**

50000 Expenditures

1001 Governing Body

51000 Salary & Wages (FTE required)		**Original Budget**
51900 Salaries - Other Wages		6,324.00
	51000 Totals	**6,324.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		317.00
52011 FICA - Medicare		92.00
52020 Retirement		133.00
52110 Workers' Compensation Employer's Fee		16.00
	52000 Totals	**558.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		600.00
	53000 Totals	**600.00**
	1001 Totals	**7,482.00**

1009 Municipal Court

51000 Salary & Wages (FTE required)		**Original Budget**
51010 Salaries - Elected Officials		7,200.00
51040 Salaries - Part-Time Positions		13,760.00
51060 Salaries - Overtime		250.00
	51000 Totals	**21,210.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		493.00
52011 FICA - Medicare		301.00
52020 Retirement		1,568.00
52090 Unemployment Compensation		256.00
52110 Workers' Compensation Employer's Fee		19.00
	52000 Totals	**2,637.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		2,000.00
53050 Transportation Costs		200.00
53999 Other Travel		200.00
	53000 Totals	**2,400.00**
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		500.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment		500.00
54999 Other Maintenance		500.00
	54000 Totals	**1,500.00**
55000 Contractual Services		**Original Budget**
55010 Contract - Audit		465.00
55999 Contract - Other Services		1,110.00
	55000 Totals	**1,575.00**
56000 Supplies		**Original Budget**
56010 Software		2,076.00
56020 Supplies - General Office		800.00

56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)		500.00
	56000 Totals	**3,376.00**
57000 Operating Costs		**Original Budget**
57030 Communication Costs		480.00
57050 Employee Training		500.00
57080 Postage		300.00
57090 Printing/Publishing/Advertising		405.00
57150 Subscriptions & Dues		300.00
57160 Telecommunications		1,560.00
57170 Utilities - Electricity		960.00
57171 Utilities - Natural Gas		360.00
57999 Other Operating Costs		9,000.00
	57000 Totals	**13,865.00**
	1009 Totals	**46,563.00**

2004 Finance/Budget/Accounting

51000 Salary & Wages (FTE required)		**Original Budget**
51020 Salaries - Full-Time Positions		109,122.00
51040 Salaries - Part-Time Positions		39,962.00
51060 Salaries - Overtime		1,500.00
	51000 Totals	**150,584.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		1,483.00
52011 FICA - Medicare		2,184.00
52020 Retirement		15,318.00
52030 Health and Medical Premiums		13,524.00
52040 Life Insurance Premiums		128.00
52050 Dental Insurance Premiums		819.00
52060 Vision Insurance Medical Premiums		148.00
52070 Disability Insurance Premiums		266.00
52090 Unemployment Compensation		1,932.00
52110 Workers' Compensation Employer's Fee		84.00
	52000 Totals	**35,886.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		3,000.00
53050 Transportation Costs		600.00
53999 Other Travel		200.00
	53000 Totals	**3,800.00**
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		500.00
54030 Maintenance & Repairs - Grounds/Roadways		1,500.00
54040 Maintenance & Repairs - Vehicles		500.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment		1,000.00
54999 Other Maintenance		2,000.00
	54000 Totals	**5,500.00**
55000 Contractual Services		**Original Budget**
55010 Contract - Audit		16,308.00
55020 Contract - Attorney Fees		300.00
55030 Contract - Professional Services		1,000.00
55999 Contract - Other Services		4,649.00
	55000 Totals	**22,257.00**
56000 Supplies		**Original Budget**
56010 Software		2,631.00
56020 Supplies - General Office		5,000.00

56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)		10,000.00
56100 Supplies - Training		600.00
56120 Supplies - Vehicle Fuel		1,000.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		300.00
56122 Supplies - Vehicle Tires		120.00
56999 Supplies - Other		2,400.00
	56000 Totals	**22,051.00**
57000 Operating Costs		**Original Budget**
57030 Communication Costs		6,960.00
57050 Employee Training		3,000.00
57080 Postage		1,500.00
57090 Printing/Publishing/Advertising		2,770.00
57100 Property Tax Administration Fees		500.00
57150 Subscriptions & Dues		1,670.00
57160 Telecommunications		5,040.00
57170 Utilities - Electricity		8,400.00
57171 Utilities - Natural Gas		1,200.00
57999 Other Operating Costs		18,480.00
	57000 Totals	**49,520.00**
58000 Capital Purchases		**Original Budget**
58010 Buildings & Structures		35,000.00
58020 Equipment & Machinery		20,000.00
58100 Street Lighting/Traffic Signals/Signs		50,000.00
	58000 Totals	**105,000.00**
	2004 Totals	**394,598.00**

3001 Law Enforcement

51000 Salary & Wages (FTE required)		**Original Budget**
51020 Salaries - Full-Time Positions		251,680.00
51030 Salaries - Term Position		0.00
51060 Salaries - Overtime		20,000.00
	51000 Totals	**271,680.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		1,240.00
52011 FICA - Medicare		3,940.00
52020 Retirement		54,489.00
52030 Health and Medical Premiums		41,264.00
52040 Life Insurance Premiums		366.00
52050 Dental Insurance Premiums		2,653.00
52060 Vision Insurance Medical Premiums		474.00
52070 Disability Insurance Premiums		567.00
52090 Unemployment Compensation		2,761.00
52100 Workers' Compensation Premium		0.00
52110 Workers' Compensation Employer's Fee		56.00
	52000 Totals	**107,810.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		2,500.00
53050 Transportation Costs		500.00
53999 Other Travel		200.00
	53000 Totals	**3,200.00**
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		700.00
54030 Maintenance & Repairs - Grounds/Roadways		700.00
54040 Maintenance & Repairs - Vehicles		3,500.00

54050 Maintenance & Repair - Furniture/Fixtures/Equipment		1,000.00
54999 Other Maintenance		500.00
	54000 Totals	**6,400.00**
55000 Contractual Services		**Original Budget**
55020 Contract - Attorney Fees		500.00
55999 Contract - Other Services		14,241.00
	55000 Totals	**14,741.00**
56000 Supplies		**Original Budget**
56010 Software		2,516.00
56020 Supplies - General Office		1,500.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)		2,400.00
56100 Supplies - Training		200.00
56110 Supplies - Uniforms/Linen		1,000.00
56120 Supplies - Vehicle Fuel		17,500.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		1,500.00
56122 Supplies - Vehicle Tires		3,000.00
56999 Supplies - Other		5,800.00
	56000 Totals	**35,416.00**
57000 Operating Costs		**Original Budget**
57030 Communication Costs		3,000.00
57050 Employee Training		1,200.00
57080 Postage		600.00
57090 Printing/Publishing/Advertising		500.00
57150 Subscriptions & Dues		570.00
57160 Telecommunications		4,320.00
57170 Utilities - Electricity		1,500.00
57171 Utilities - Natural Gas		600.00
57999 Other Operating Costs		40,590.00
	57000 Totals	**52,880.00**
58000 Capital Purchases		**Original Budget**
58999 Other Capital Purchases		165,000.00
	58000 Totals	**165,000.00**
	3001 Totals	**657,127.00**

3004 Animal Control

55000 Contractual Services		**Original Budget**
55999 Contract - Other Services		326.00
	55000 Totals	**326.00**
56000 Supplies		**Original Budget**
56999 Supplies - Other		2,400.00
	56000 Totals	**2,400.00**
57000 Operating Costs		**Original Budget**
57090 Printing/Publishing/Advertising		500.00
57170 Utilities - Electricity		1,500.00
57999 Other Operating Costs		2,400.00
	57000 Totals	**4,400.00**
58000 Capital Purchases		**Original Budget**
58080 Vehicles		60,000.00
	58000 Totals	**60,000.00**
	3004 Totals	**67,126.00**

3101 Emergency Services/Disasters

52000 Employee Benefits		**Original Budget**
52060 Vision Insurance Medical Premiums		0.00
	52000 Totals	**0.00**

	3101 Totals	**0.00**
4003 Parks & Recreation		
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		1,500.00
54030 Maintenance & Repairs - Grounds/Roadways		2,800.00
54060 Maintenance Supplies		600.00
	54000 Totals	**4,900.00**
55000 Contractual Services		**Original Budget**
55999 Contract - Other Services		122.00
	55000 Totals	**122.00**
56000 Supplies		**Original Budget**
56050 Supplies - Janitorial/Maintenance		0.00
	56000 Totals	**0.00**
57000 Operating Costs		**Original Budget**
57160 Telecommunications		924.00
57170 Utilities - Electricity		2,700.00
57999 Other Operating Costs		1,600.00
	57000 Totals	**5,224.00**
58000 Capital Purchases		**Original Budget**
58999 Other Capital Purchases		379,476.00
	58000 Totals	**379,476.00**
	4003 Totals	**389,722.00**
4005 Museums		
56000 Supplies		**Original Budget**
56999 Supplies - Other		800.00
	56000 Totals	**800.00**
57000 Operating Costs		**Original Budget**
57090 Printing/Publishing/Advertising		500.00
	57000 Totals	**500.00**
	4005 Totals	**1,300.00**
4007 Community Centers		
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		4,000.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment		2,000.00
54999 Other Maintenance		1,000.00
	54000 Totals	**7,000.00**
55000 Contractual Services		**Original Budget**
55999 Contract - Other Services		1,780.00
	55000 Totals	**1,780.00**
56000 Supplies		**Original Budget**
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)		500.00
	56000 Totals	**500.00**
57000 Operating Costs		**Original Budget**
57160 Telecommunications		2,700.00
57170 Utilities - Electricity		3,600.00
57171 Utilities - Natural Gas		840.00
57999 Other Operating Costs		10,000.00
	57000 Totals	**17,140.00**
58000 Capital Purchases		**Original Budget**
58010 Buildings & Structures		60,000.00
	58000 Totals	**60,000.00**
	4007 Totals	**86,420.00**
	50000 Expenditures Totals	**1,650,338.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	440,982.00
61200 Transfers Out	(150,000.00)
61000 Totals	**290,982.00**
0001 Totals	**290,982.00**
60000 Other Financing Sources Totals	**290,982.00**

20100 Corrections

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	11,818.00
10100 Totals	**11,818.00**
0001 Totals	**11,818.00**
10000 Assets Totals	**11,818.00**

50000 Expenditures

8003 General Corrections

57000 Operating Costs	Original Budget
57010 Care of Prisoners	5,000.00
57000 Totals	**5,000.00**
8003 Totals	**5,000.00**
50000 Expenditures Totals	**5,000.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	5,000.00
61000 Totals	**5,000.00**
0001 Totals	**5,000.00**
60000 Other Financing Sources Totals	**5,000.00**

20600 Emergency Medical Services

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	309.00
10100 Totals	**309.00**
0001 Totals	**309.00**
10000 Assets Totals	**309.00**

40000 Revenues

0001 No Department

47000 Intergovernmental Grants (Distributions)	Original Budget
47090 State - EMS Grant (DOH)	5,650.00
47000 Totals	**5,650.00**
0001 Totals	**5,650.00**
40000 Revenues Totals	**5,650.00**

50000 Expenditures

3003 Emergency Services/Ambulance

53000 Travel Costs	Original Budget
53030 Travel - Employees	600.00
53000 Totals	**600.00**

54000 Purchased Property Services	Original Budget
54040 Maintenance & Repairs - Vehicles	300.00
54060 Maintenance Supplies	400.00

54000 Totals	**700.00**
56000 Supplies	**Original Budget**
56020 Supplies - General Office	200.00
56030 Supplies - Field Supplies	600.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	600.00
56070 Supplies - Medical	600.00
56090 Supplies - Safety	600.00
56100 Supplies - Training	200.00
56000 Totals	**2,800.00**
57000 Operating Costs	**Original Budget**
57050 Employee Training	200.00
57000 Totals	**200.00**
3003 Totals	**4,300.00**
50000 Expenditures Totals	**4,300.00**

20900 Fire Protection

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	45,035.00
10100 Totals	**45,035.00**
0001 Totals	**45,035.00**
10000 Assets Totals	**45,035.00**

40000 Revenues

0001 No Department

47000 Intergovernmental Grants (Distributions)	**Original Budget**
47100 State - Fire Marshall Allotment	89,393.00
47000 Totals	**89,393.00**
0001 Totals	**89,393.00**
40000 Revenues Totals	**89,393.00**

50000 Expenditures

3002 Fire Protection

53000 Travel Costs	**Original Budget**
53030 Travel - Employees	1,000.00
53050 Transportation Costs	200.00
53999 Other Travel	80.00
53000 Totals	**1,280.00**
54000 Purchased Property Services	**Original Budget**
54010 Maintenance & Repairs - Building/Structure	2,800.00
54030 Maintenance & Repairs - Grounds/Roadways	800.00
54040 Maintenance & Repairs - Vehicles	4,000.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment	4,000.00
54999 Other Maintenance	800.00
54000 Totals	**12,400.00**
55000 Contractual Services	**Original Budget**
55010 Contract - Audit	593.00
55999 Contract - Other Services	9,605.00
55000 Totals	**10,198.00**
56000 Supplies	**Original Budget**
56010 Software	1,045.00
56020 Supplies - General Office	3,600.00
56030 Supplies - Field Supplies	500.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	8,000.00
56070 Supplies - Medical	800.00

56100 Supplies - Training		200.00
56110 Supplies - Uniforms/Linen		4,000.00
56120 Supplies - Vehicle Fuel		1,800.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		600.00
56122 Supplies - Vehicle Tires		2,000.00
56999 Supplies - Other		6,200.00
	56000 Totals	**28,745.00**
57000 Operating Costs		**Original Budget**
57030 Communication Costs		900.00
57050 Employee Training		300.00
57080 Postage		200.00
57090 Printing/Publishing/Advertising		300.00
57150 Subscriptions & Dues		570.00
57160 Telecommunications		3,420.00
57170 Utilities - Electricity		3,000.00
57171 Utilities - Natural Gas		480.00
57999 Other Operating Costs		26,300.00
	57000 Totals	**35,470.00**
58000 Capital Purchases		**Original Budget**
58020 Equipment & Machinery		10,000.00
	58000 Totals	**10,000.00**
	3002 Totals	**98,093.00**
	50000 Expenditures Totals	**98,093.00**

21100 Law Enforcement Protection

10000 Assets

0001 No Department

10100 Cash Assets		**Original Budget**
10101 Unrestricted Cash		3,269.00
	10100 Totals	**3,269.00**
	0001 Totals	**3,269.00**
	10000 Assets Totals	**3,269.00**

40000 Revenues

0001 No Department

47000 Intergovernmental Grants (Distributions)		**Original Budget**
47110 State - Law Enforcement Protection (DFA)		21,800.00
	47000 Totals	**21,800.00**
	0001 Totals	**21,800.00**
	40000 Revenues Totals	**21,800.00**

50000 Expenditures

3001 Law Enforcement

53000 Travel Costs		**Original Budget**
53030 Travel - Employees		6,000.00
53999 Other Travel		500.00
	53000 Totals	**6,500.00**
56000 Supplies		**Original Budget**
56100 Supplies - Training		500.00
56110 Supplies - Uniforms/Linen		2,000.00
	56000 Totals	**2,500.00**
57000 Operating Costs		**Original Budget**
57050 Employee Training		500.00
57999 Other Operating Costs		500.00
	57000 Totals	**1,000.00**
59000 Debt Service		**Original Budget**

59010 Debt Service - Principal Payments	11,677.00
59020 Debt Service - Interest Payments	35.00
59000 Totals	**11,712.00**
3001 Totals	**21,712.00**
50000 Expenditures Totals	**21,712.00**

21600 Municipal Street

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	202,236.00
10103 Investments	123,164.00
10100 Totals	**325,400.00**
0001 Totals	**325,400.00**
10000 Assets Totals	**325,400.00**

40000 Revenues

0001 No Department

41000 Taxes Local Effort	**Original Budget**
41250 Gross Receipts Tax - Municipal Local Option General	106,000.00
41000 Totals	**106,000.00**
42000 Taxes State Shared	**Original Budget**
42301 Gas Tax Restricted	5,004.00
42600 Motor Vehicle Excise Tax	700.00
42601 Motor Vehicle Fees	5,800.00
42000 Totals	**11,504.00**
46000 Miscellaneous Revenues	**Original Budget**
46040 Investment Income	850.00
46000 Totals	**850.00**
47000 Intergovernmental Grants (Distributions)	**Original Budget**
47050 State - Co-op (DOT)	30,000.00
47499 Other State Grants	596,723.00
47699 Federal - Other	30,000.00
47000 Totals	**656,723.00**
0001 Totals	**775,077.00**
40000 Revenues Totals	**775,077.00**

50000 Expenditures

5002 Municipal Streets

51000 Salary & Wages (FTE required)	**Original Budget**
51020 Salaries - Full-Time Positions	8,970.00
51060 Salaries - Overtime	200.00
51000 Totals	**9,170.00**
52000 Employee Benefits	**Original Budget**
52010 FICA - Regular	31.00
52011 FICA - Medicare	131.00
52020 Retirement	1,104.00
52090 Unemployment Compensation	115.00
52110 Workers' Compensation Employer's Fee	3.00
52000 Totals	**1,384.00**
53000 Travel Costs	**Original Budget**
53030 Travel - Employees	500.00
53050 Transportation Costs	300.00
53999 Other Travel	200.00
53000 Totals	**1,000.00**
54000 Purchased Property Services	**Original Budget**

54030 Maintenance & Repairs - Grounds/Roadways	12,000.00
54040 Maintenance & Repairs - Vehicles	1,800.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment	1,000.00
54000 Totals	**14,800.00**
56000 Supplies	**Original Budget**
56010 Software	2,516.00
56030 Supplies - Field Supplies	1,000.00
56120 Supplies - Vehicle Fuel	3,000.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze	600.00
56122 Supplies - Vehicle Tires	800.00
56999 Supplies - Other	3,000.00
56000 Totals	**10,916.00**
57000 Operating Costs	**Original Budget**
57050 Employee Training	500.00
57150 Subscriptions & Dues	870.00
57170 Utilities - Electricity	40,000.00
57999 Other Operating Costs	13,000.00
57000 Totals	**54,370.00**
58000 Capital Purchases	**Original Budget**
58090 Roadways/Bridges	671,723.00
58100 Street Lighting/Traffic Signals/Signs	39,000.00
58000 Totals	**710,723.00**
5002 Totals	**802,363.00**
50000 Expenditures Totals	**802,363.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	**Original Budget**
61100 Transfers In	20,000.00
61200 Transfers Out	(120.00)
61000 Totals	**19,880.00**
0001 Totals	**19,880.00**
60000 Other Financing Sources Totals	**19,880.00**

30200 CDBG (HUD) Project

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	8,130.00
10100 Totals	**8,130.00**
0001 Totals	**8,130.00**
10000 Assets Totals	**8,130.00**

40000 Revenues

0001 No Department

47000 Intergovernmental Grants (Distributions)	**Original Budget**
47520 Federal - CDBG (HUD)	30,361.00
47000 Totals	**30,361.00**
0001 Totals	**30,361.00**
40000 Revenues Totals	**30,361.00**

50000 Expenditures

2002 General Administration

55000 Contractual Services	**Original Budget**
55030 Contract - Professional Services	29,959.00
55000 Totals	**29,959.00**
2002 Totals	**29,959.00**

5002 Municipal Streets

56000 Supplies	Original Budget
56999 Supplies - Other	120.00
56000 Totals	120.00
5002 Totals	120.00
50000 Expenditures Totals	30,079.00

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	120.00
61000 Totals	120.00
0001 Totals	120.00
60000 Other Financing Sources Totals	120.00

30800 Other State Funded Projects

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	52,468.00
10100 Totals	52,468.00
0001 Totals	52,468.00
10000 Assets Totals	52,468.00

40000 Revenues

0001 No Department

47000 Intergovernmental Grants (Distributions)	Original Budget
47499 Other State Grants	171,000.00
47000 Totals	171,000.00
0001 Totals	171,000.00
40000 Revenues Totals	171,000.00

50000 Expenditures

2002 General Administration

58000 Capital Purchases	Original Budget
58040 Infrastructure	209,572.00
58000 Totals	209,572.00
2002 Totals	209,572.00
50000 Expenditures Totals	209,572.00

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	30,000.00
61000 Totals	30,000.00
0001 Totals	30,000.00
60000 Other Financing Sources Totals	30,000.00

39900 Other Capital Projects

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	0.00
10100 Totals	0.00
0001 Totals	0.00
10000 Assets Totals	0.00

40200 GRT Revenue Bond Debt Service

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	595,047.00
10103 Investments	64,022.00
10100 Totals	**659,069.00**
0001 Totals	**659,069.00**
10000 Assets Totals	**659,069.00**

40000 Revenues

0001 No Department

41000 Taxes Local Effort	Original Budget
41250 Gross Receipts Tax - Municipal Local Option General	172,732.00
41000 Totals	**172,732.00**

42000 Taxes State Shared	Original Budget
42900 Other State Shared Taxes	391,000.00
42000 Totals	**391,000.00**

46000 Miscellaneous Revenues	Original Budget
46040 Investment Income	350.00
46000 Totals	**350.00**
0001 Totals	**564,082.00**
40000 Revenues Totals	**564,082.00**

50000 Expenditures

2002 General Administration

59000 Debt Service	Original Budget
59010 Debt Service - Principal Payments	8,053.00
59020 Debt Service - Interest Payments	18,393.00
59050 Commitments and Other Fees	45,000.00
59000 Totals	**71,446.00**
2002 Totals	**71,446.00**
50000 Expenditures Totals	**71,446.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	141,928.00
61200 Transfers Out	(522,000.00)
61000 Totals	**(380,072.00)**
0001 Totals	**(380,072.00)**
60000 Other Financing Sources Totals	**(380,072.00)**

40300 Other Revenue Bond Debt Service

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	255,222.00
10100 Totals	**255,222.00**
0001 Totals	**255,222.00**
10000 Assets Totals	**255,222.00**

50000 Expenditures

2002 General Administration

59000 Debt Service	Original Budget
59010 Debt Service - Principal Payments	77,644.00
59050 Commitments and Other Fees	20,000.00
59000 Totals	**97,644.00**
2002 Totals	**97,644.00**
50000 Expenditures Totals	**97,644.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	139,274.00
61000 Totals	**139,274.00**
0001 Totals	**139,274.00**
60000 Other Financing Sources Totals	**139,274.00**

50100 Water Enterprise

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	439,326.00
10100 Totals	**439,326.00**
0001 Totals	**439,326.00**
10000 Assets Totals	**439,326.00**

40000 Revenues

0001 No Department

44000 Charges for Services	Original Budget
44230 Utility Service Fees	420,000.00
44240 Utility Connection Fees	600.00
44250 Utility Re-Connection Fees	7,500.00
44990 Other Charges for Services	8,200.00
44000 Totals	**436,300.00**
46000 Miscellaneous Revenues	**Original Budget**
46040 Investment Income	450.00
46099 Sales - Other	17,500.00
46000 Totals	**17,950.00**
0001 Totals	**454,250.00**
40000 Revenues Totals	**454,250.00**

50000 Expenditures

6003 Water Utility/Authority

51000 Salary & Wages (FTE required)	Original Budget
51020 Salaries - Full-Time Positions	190,807.00
51040 Salaries - Part-Time Positions	8,060.00
51060 Salaries - Overtime	5,000.00
51900 Salaries - Other Wages	3,069.00
51000 Totals	**206,936.00**
52000 Employee Benefits	**Original Budget**
52010 FICA - Regular	1,150.00
52011 FICA - Medicare	2,929.00
52020 Retirement	21,074.00
52030 Health and Medical Premiums	34,899.00
52040 Life Insurance Premiums	276.00
52050 Dental Insurance Premiums	2,113.00
52060 Vision Insurance Medical Premiums	382.00
52070 Disability Insurance Premiums	583.00
52090 Unemployment Compensation	2,585.00
52110 Workers' Compensation Employer's Fee	82.00
52000 Totals	**66,073.00**
53000 Travel Costs	**Original Budget**
53030 Travel - Employees	3,000.00
53050 Transportation Costs	500.00
53999 Other Travel	200.00
53000 Totals	**3,700.00**

54000 Purchased Property Services	Original Budget
54010 Maintenance & Repairs - Building/Structure	500.00
54030 Maintenance & Repairs - Grounds/Roadways	3,000.00
54040 Maintenance & Repairs - Vehicles	1,500.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment	3,000.00
54999 Other Maintenance	500.00
54000 Totals	**8,500.00**
55000 Contractual Services	**Original Budget**
55010 Contract - Audit	4,408.00
55020 Contract - Attorney Fees	250.00
55999 Contract - Other Services	8,665.00
55000 Totals	**13,323.00**
56000 Supplies	**Original Budget**
56010 Software	3,749.00
56020 Supplies - General Office	500.00
56030 Supplies - Field Supplies	4,000.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	500.00
56090 Supplies - Safety	2,000.00
56100 Supplies - Training	500.00
56110 Supplies - Uniforms/Linen	1,500.00
56120 Supplies - Vehicle Fuel	4,500.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze	600.00
56122 Supplies - Vehicle Tires	1,000.00
56999 Supplies - Other	2,400.00
56000 Totals	**21,249.00**
57000 Operating Costs	**Original Budget**
57030 Communication Costs	1,560.00
57050 Employee Training	2,500.00
57080 Postage	1,800.00
57090 Printing/Publishing/Advertising	3,000.00
57150 Subscriptions & Dues	2,820.00
57160 Telecommunications	2,280.00
57170 Utilities - Electricity	25,200.00
57171 Utilities - Natural Gas	800.00
57999 Other Operating Costs	71,780.00
57000 Totals	**111,740.00**
6003 Totals	**431,521.00**
50000 Expenditures Totals	**431,521.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	Original Budget
61100 Transfers In	15,000.00
61000 Totals	**15,000.00**
0001 Totals	**15,000.00**
60000 Other Financing Sources Totals	**15,000.00**

50200 Solid Waste Enterprise

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	201,191.00
10103 Investments	95,807.00
10100 Totals	**296,998.00**
0001 Totals	**296,998.00**

	10000 Assets Totals	**296,998.00**
40000 Revenues		
0001 No Department		
41000 Taxes Local Effort		**Original Budget**
41253 Gross Receipts Tax - Municipal Environmental		20,000.00
	41000 Totals	**20,000.00**
44000 Charges for Services		**Original Budget**
44100 Landfill Fees		420,000.00
44990 Other Charges for Services		7,800.00
	44000 Totals	**427,800.00**
46000 Miscellaneous Revenues		**Original Budget**
46040 Investment Income		550.00
46099 Sales - Other		16,300.00
	46000 Totals	**16,850.00**
	0001 Totals	**464,650.00**
	40000 Revenues Totals	**464,650.00**
50000 Expenditures		
6004 Solid Waste Utility/Authority		
51000 Salary & Wages (FTE required)		**Original Budget**
51020 Salaries - Full-Time Positions		100,438.00
51060 Salaries - Overtime		2,000.00
51900 Salaries - Other Wages		6,138.00
	51000 Totals	**108,576.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		493.00
52011 FICA - Medicare		1,546.00
52020 Retirement		12,483.00
52030 Health and Medical Premiums		23,725.00
52040 Life Insurance Premiums		149.00
52050 Dental Insurance Premiums		1,346.00
52060 Vision Insurance Medical Premiums		240.00
52070 Disability Insurance Premiums		310.00
52090 Unemployment Compensation		1,365.00
52110 Workers' Compensation Employer's Fee		45.00
	52000 Totals	**41,702.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		2,400.00
53050 Transportation Costs		500.00
53999 Other Travel		200.00
	53000 Totals	**3,100.00**
55000 Contractual Services		**Original Budget**
55010 Contract - Audit		4,408.00
55999 Contract - Other Services		276,412.00
	55000 Totals	**280,820.00**
56000 Supplies		**Original Budget**
56010 Software		2,974.00
56020 Supplies - General Office		500.00
56100 Supplies - Training		500.00
56110 Supplies - Uniforms/Linen		500.00
56120 Supplies - Vehicle Fuel		800.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		200.00
56122 Supplies - Vehicle Tires		500.00
56999 Supplies - Other		500.00

	56000 Totals	**6,474.00**
57000 Operating Costs		**Original Budget**
57050 Employee Training		1,000.00
57080 Postage		1,200.00
57090 Printing/Publishing/Advertising		500.00
57150 Subscriptions & Dues		420.00
57999 Other Operating Costs		35,500.00
	57000 Totals	**38,620.00**
	6004 Totals	**479,292.00**
	50000 Expenditures Totals	**479,292.00**

50300 Wastewater/Sewer Enterprise

10000 Assets

0001 No Department

10100 Cash Assets		**Original Budget**
10101 Unrestricted Cash		866,365.00
10103 Investments		884,895.00
	10100 Totals	**1,751,260.00**
	0001 Totals	**1,751,260.00**
	10000 Assets Totals	**1,751,260.00**

40000 Revenues

0001 No Department

44000 Charges for Services		**Original Budget**
44230 Utility Service Fees		411,307.00
	44000 Totals	**411,307.00**
46000 Miscellaneous Revenues		**Original Budget**
46040 Investment Income		6,200.00
46060 Reimbursements/Refunds		15,000.00
	46000 Totals	**21,200.00**
47000 Intergovernmental Grants (Distributions)		**Original Budget**
47499 Other State Grants		2,718,331.00
	47000 Totals	**2,718,331.00**
	0001 Totals	**3,150,838.00**
	40000 Revenues Totals	**3,150,838.00**

50000 Expenditures

6005 Wastewater Utility/Authority

51000 Salary & Wages (FTE required)		**Original Budget**
51020 Salaries - Full-Time Positions		147,446.00
51060 Salaries - Overtime		5,000.00
	51000 Totals	**152,446.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		496.00
52011 FICA - Medicare		3,214.00
52020 Retirement		18,136.00
52030 Health and Medical Premiums		29,256.00
52040 Life Insurance Premiums		186.00
52050 Dental Insurance Premiums		1,687.00
52060 Vision Insurance Medical Premiums		303.00
52070 Disability Insurance Premiums		412.00
52090 Unemployment Compensation		1,888.00
52110 Workers' Compensation Employer's Fee		33.00
	52000 Totals	**55,611.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		2,400.00

53050 Transportation Costs		500.00
53999 Other Travel		300.00
	53000 Totals	**3,200.00**
54000 Purchased Property Services		**Original Budget**
54010 Maintenance & Repairs - Building/Structure		1,000.00
54020 Maintenance & Repairs - Contracts		31,400.00
54030 Maintenance & Repairs - Grounds/Roadways		5,638.00
54040 Maintenance & Repairs - Vehicles		2,000.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment		26,290.00
54999 Other Maintenance		3,000.00
	54000 Totals	**69,328.00**
55000 Contractual Services		**Original Budget**
55010 Contract - Audit		5,900.00
55999 Contract - Other Services		26,529.00
	55000 Totals	**32,429.00**
56000 Supplies		**Original Budget**
56010 Software		2,516.00
56020 Supplies - General Office		500.00
56030 Supplies - Field Supplies		51,220.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)		29,521.00
56090 Supplies - Safety		2,000.00
56100 Supplies - Training		600.00
56110 Supplies - Uniforms/Linen		700.00
56120 Supplies - Vehicle Fuel		4,200.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		3,903.00
56122 Supplies - Vehicle Tires		1,000.00
56999 Supplies - Other		2,400.00
	56000 Totals	**98,560.00**
57000 Operating Costs		**Original Budget**
57030 Communication Costs		1,740.00
57050 Employee Training		3,000.00
57080 Postage		9,100.00
57090 Printing/Publishing/Advertising		850.00
57150 Subscriptions & Dues		1,092.00
57160 Telecommunications		5,400.00
57170 Utilities - Electricity		96,000.00
57999 Other Operating Costs		38,200.00
	57000 Totals	**155,382.00**
58000 Capital Purchases		**Original Budget**
58040 Infrastructure		3,480,662.00
	58000 Totals	**3,480,662.00**
	6005 Totals	**4,047,618.00**
	50000 Expenditures Totals	**4,047,618.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers		**Original Budget**
61100 Transfers In		~~289,000.00~~ 285,523
61200 Transfers Out		(135,184.00)
	61000 Totals	~~153,816.00~~ 150,339
	0001 Totals	~~153,816.00~~
	60000 Other Financing Sources Totals	**153,816.00**

50600 Cemetery Enterprise

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	7,200.00
10100 Totals	**7,200.00**
0001 Totals	**7,200.00**
10000 Assets Totals	**7,200.00**

40000 Revenues

0001 No Department

44000 Charges for Services	**Original Budget**
44060 Cemetery Fees	800.00
44000 Totals	**800.00**
0001 Totals	**800.00**
40000 Revenues Totals	**800.00**

50000 Expenditures

9003 Public Cemetery

57000 Operating Costs	**Original Budget**
57999 Other Operating Costs	800.00
57000 Totals	**800.00**
9003 Totals	**800.00**
50000 Expenditures Totals	**800.00**

52400 Museum/Library Enterprise

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	2,341.00
10100 Totals	**2,341.00**
0001 Totals	**2,341.00**
10000 Assets Totals	**2,341.00**

40000 Revenues

0001 No Department

44000 Charges for Services	**Original Budget**
44150 Printing & Copying	500.00
44000 Totals	**500.00**
46000 Miscellaneous Revenues	**Original Budget**
46010 Contributions/Donations	3,000.00
46000 Totals	**3,000.00**
47000 Intergovernmental Grants (Distributions)	**Original Budget**
47499 Other State Grants	12,000.00
47000 Totals	**12,000.00**
0001 Totals	**15,500.00**
40000 Revenues Totals	**15,500.00**

50000 Expenditures

4004 Library

53000 Travel Costs	**Original Budget**
53030 Travel - Employees	500.00
53050 Transportation Costs	300.00
53999 Other Travel	200.00
53000 Totals	**1,000.00**
54000 Purchased Property Services	**Original Budget**
54010 Maintenance & Repairs - Building/Structure	500.00
54030 Maintenance & Repairs - Grounds/Roadways	400.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment	2,500.00
54999 Other Maintenance	500.00

54000 Totals	**3,900.00**
55000 Contractual Services	**Original Budget**
55999 Contract - Other Services	3,735.00
55000 Totals	**3,735.00**
56000 Supplies	**Original Budget**
56010 Software	2,700.00
56020 Supplies - General Office	600.00
56040 Supplies - Furniture/Fixtures/Equipment (Non-Capital)	600.00
56000 Totals	**3,900.00**
57000 Operating Costs	**Original Budget**
57030 Communication Costs	3,720.00
57050 Employee Training	300.00
57080 Postage	120.00
57090 Printing/Publishing/Advertising	120.00
57150 Subscriptions & Dues	2,500.00
57160 Telecommunications	1,920.00
57170 Utilities - Electricity	6,600.00
57171 Utilities - Natural Gas	1,080.00
57999 Other Operating Costs	7,680.00
57000 Totals	**24,040.00**
4004 Totals	**36,575.00**
50000 Expenditures Totals	**36,575.00**

60000 Other Financing Sources

0001 No Department

61000 Transfers	**Original Budget**
61100 Transfers In	30,000.00
61000 Totals	**30,000.00**
0001 Totals	**30,000.00**
60000 Other Financing Sources Totals	**30,000.00**

59900 Other Enterprise

10000 Assets

0001 No Department

10100 Cash Assets	**Original Budget**
10101 Unrestricted Cash	225,437.00
10100 Totals	**225,437.00**
0001 Totals	**225,437.00**
10000 Assets Totals	**225,437.00**

40000 Revenues

0001 No Department

44000 Charges for Services	**Original Budget**
44280 Enterprise Fund Revenue	503,044.00
44990 Other Charges for Services	9,000.00
44000 Totals	**512,044.00**
46000 Miscellaneous Revenues	**Original Budget**
46099 Sales - Other	21,500.00
46000 Totals	**21,500.00**
0001 Totals	**533,544.00**
40000 Revenues Totals	**533,544.00**

50000 Expenditures

2002 General Administration

51000 Salary & Wages (FTE required)	**Original Budget**
51020 Salaries - Full-Time Positions	111,730.00
51060 Salaries - Overtime	2,000.00

51900 Salaries - Other Wages		3,069.00
	51000 Totals	**116,799.00**
52000 Employee Benefits		**Original Budget**
52010 FICA - Regular		402.00
52011 FICA - Medicare		1,665.00
52020 Retirement		13,807.00
52030 Health and Medical Premiums		20,663.00
52040 Life Insurance Premiums		154.00
52050 Dental Insurance Premiums		1,251.00
52060 Vision Insurance Medical Premiums		218.00
52070 Disability Insurance Premiums		350.00
52090 Unemployment Compensation		1,470.00
52110 Workers' Compensation Employer's Fee		38.00
	52000 Totals	**40,018.00**
53000 Travel Costs		**Original Budget**
53030 Travel - Employees		1,500.00
53050 Transportation Costs		400.00
53999 Other Travel		200.00
	53000 Totals	**2,100.00**
54000 Purchased Property Services		**Original Budget**
54030 Maintenance & Repairs - Grounds/Roadways		1,500.00
54040 Maintenance & Repairs - Vehicles		500.00
54050 Maintenance & Repair - Furniture/Fixtures/Equipment		4,000.00
54999 Other Maintenance		500.00
	54000 Totals	**6,500.00**
55000 Contractual Services		**Original Budget**
55010 Contract - Audit		4,408.00
	55000 Totals	**4,408.00**
56000 Supplies		**Original Budget**
56010 Software		3,249.00
56100 Supplies - Training		200.00
56120 Supplies - Vehicle Fuel		2,400.00
56121 Supplies - Vehicle Lubricants/Anti-Freeze		250.00
56122 Supplies - Vehicle Tires		250.00
56999 Supplies - Other		4,000.00
	56000 Totals	**10,349.00**
57000 Operating Costs		**Original Budget**
57050 Employee Training		800.00
57080 Postage		1,000.00
57150 Subscriptions & Dues		500.00
57999 Other Operating Costs		29,000.00
	57000 Totals	**31,300.00**
	2002 Totals	**211,474.00**
	50000 Expenditures Totals	**211,474.00**
60000 Other Financing Sources		
0001 No Department		
61000 Transfers		**Original Budget**
61200 Transfers Out		~~(304,000.00)~~ (300,523)
	61000 Totals	**(304,000.00)**
	0001 Totals	**(304,000.00)**
	60000 Other Financing Sources Totals	**(304,000.00)**

70100 Meter Deposits

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	55,247.00
10103 Investments	88,204.00
10100 Totals	**143,451.00**
0001 Totals	**143,451.00**
10000 Assets Totals	**143,451.00**

40000 Revenues

0001 No Department

46000 Miscellaneous Revenues	Original Budget
46040 Investment Income	500.00
46900 Miscellaneous - Other	15,000.00
46000 Totals	**15,500.00**
0001 Totals	**15,500.00**
40000 Revenues Totals	**15,500.00**

50000 Expenditures

6003 Water Utility/Authority

57000 Operating Costs	Original Budget
57999 Other Operating Costs	10,000.00
57000 Totals	**10,000.00**
6003 Totals	**10,000.00**
50000 Expenditures Totals	**10,000.00**

79900 Other Trust & Agency

10000 Assets

0001 No Department

10100 Cash Assets	Original Budget
10101 Unrestricted Cash	3,547.00
10100 Totals	**3,547.00**
0001 Totals	**3,547.00**
10000 Assets Totals	**3,547.00**

40000 Revenues

0001 No Department

46000 Miscellaneous Revenues	Original Budget
46040 Investment Income	10.00
46000 Totals	**10.00**
0001 Totals	**10.00**
40000 Revenues Totals	**10.00**

ALL FUNDS	Original Budget
10000 Assets	**5,995,444.17**
40000 Revenues	**7,550,401.00**
50000 Expenditures	**8,207,827.00**
60000 Other Financing Sources	**0.00**

City of Bayard

P. O. Box 728
800 Central Avenue
Bayard, New Mexico 88023

Phone 575 - 537-3327
Fax 575 - 537-5271
cityofbayard@cityofbayardnm.com

Resolution 21-2020

Whereas, the City Council of the City of Bayard of Grant county of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as SAP Project #20-E2128-STB Grant Agreement.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Chon S. Fierro, Mayor, is authorized to sign the agreement for this project, and

Kristina Ortiz, Clerk Treasurer or Marlena Valenzuela, Deputy Clerk or her successor is the GRANTTEE REPRESENTATIVE(s) who is(are) authorized to submit any documents pertaining to the project and act as the point of contact, and

Kristina Ortiz, Clerk Treasurer or Marlena Valenzuela, Deputy Clerk or her successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Environment Department.

PASSED, APPROVED AND ADOPTED this 27th day of July 2020.

_____
Chon S. Fierro
Mayor

ATTEST:

_____
Kristina Ortiz, MMC
Clerk Treasurer

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

RECEIVED
DFA-LOCAL GOVT. DIV.
2018 SEP -4 PM 1:54
BATAAN BLDG. RM 202
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 9 day of September, 2018, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Bayard**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 80, Section 26, Para. 105, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

18-C2509 $185,000.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2018, Chapter 80, Section 26, Paragraph 105, One Hundred Eighty-Five Thousand Dollars ($185,000.00) to plan, design and construct recreational facility improvements, including site work and the purchase of equipment and furnishings, in Bayard in Grant county.

The Grantee's total reimbursements shall not exceed One Hundred Eighty-Five Thousand Dollars **($185,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, One Thousand Eight Hundred Fifty Dollars **($1,850.00)**, which equals One Hundred Eighty-Three Thousand One Hundred Fifty Dollars **($183,150.00)** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Bayard
Name: Kristina Ortiz
Title: City Clerk
Address: P.O. Box 728, Bayard, NM, 88023
Email: cityclerk@cityofbayardnm.com
Telephone: (575) 537-33

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Bayard
Name: Anna Binder
Title: Deputy Clerk
Address: P.O. Box 728, Bayard, NM, 88023
Email: deputyclerk@cityofbayardnm.com
Telephone: 5755373327

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Sonja Unrau
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: sonja.unrau@state.nm.us
Telephone: 505-827-4370

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimburesment of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is requied to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agrement convert any property acquired, built, renovated, repqired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost ot the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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 **City of Bayard** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Bayard**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Bayard**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Bayard** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Bayard** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Bayard**'s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Bayard
Entity Name

By: Chon S. Fierro
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Chon S. Fierro
Signature of Official with Authority to Bind Grantee

8/28/18
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Signature

9/4/18
Date

17- 10562.93
18- 10562
19- 10562.93
31,688.79

EXHIBIT II
Work Order – General Services Agreement
Stantec #181710642

The City of Bayard hereby authorizes Stantec to proceed with work described as follows:

Little League Concession Building – Design & Construction Services

The scope of work will include the following:
The initial scope of professional services associated with this Work Order will consist of, at this time, the following:

Topographic/Utility Location Survey
Geotechnical Engineering
Design Development

The project area associated with this Work Order will consist of, at this time, the following:

City of Bayard Little League Concession Building/Recreation Park

Topographic/Utility Location Survey will consist of surveying the existing topography, utilities (located by others), and structures within the project area as outlined in this Work Order. The field survey data will be converted into an ACAD drawing that will be utilized for the design phases.

Geotechnical Engineering will consist of field exploration consisting of three borings to assist in developing a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project. The Geotechnical Engineering Report will provide the following: boring logs with field and laboratory data, stratification based on visual soil classifications, groundwater levels observed during and after the completion of drilling, site location and exploration plans, subsurface exploration procedures, description of subsurface conditions, recommended foundation options and engineering design parameters, estimated settlement of foundations, recommendations for design and construction of interior floor slabs, seismic site classification, and subgrade preparation/earthwork recommendations.

Design Development will consist of develop and indicate on plans all code requirements, including required exiting plans; further develop the schematic plan, ceiling plan, site plan and building elevations to show all relevant materials, conditions and dimensions; develop building sections showing basic structural framing, exterior wall design and materials, roof design and materials; select and indicate interior generic finish materials, interior partitions, door and window types; develop interior elevations showing all casework, cabinetry and fixtures; provide information on mechanical, electrical and plumbing systems and equipment to be included in the building.

Contact Person for City of Bayard: Kristina Ortiz, Clerk-Treasurer 575-537-3327

Contact Person for Stantec: George A. Esqueda, Senior Project Manager, 575-538-5395

Funding source: Legislative Appropriations #17-B4045, #18-C2509, and #19-D3028

EXHIBIT II
Work Order – General Services Agreement
Stantec #181710642
Page 2

Method of Payment: A breakdown of the fee and associated billing category is provided below.

If the City of Bayard requests additional professional services, other than what is listed on Page 1, an Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Bayard for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Bayard for consideration and approval of increasing the upper target amount.

Stantec proposes that the services associated with the **Topographic/Utility Location Survey** services be billed as indicated, with the breakdown summarized below:

Personnel	Additional Hrs.	Rate	Amount	
Senior Project Manager	1	$166.00	$ 166.00	
Professional Surveyor	2	$137.00	$ 274.00	
Engineering Tech	22	$121.00	$ 2,662.00	
Project Mileage	22	$ 0.585	$ 12.87	
	Topographic/Utility Location Survey		**$ 3,114.87**	**(L.S.)**

Stantec proposes that the services associated with the **Geotechnical Engineering** services be billed as indicated, with the breakdown summarized below:

Personnel	Additional Hrs.	Rate	Amount	
Senior Project Manager	2	$ 166.00	$ 332.00	
Terracon Consultants, Inc.	1.1	$5,150.00	$ 5,665.00	
	Geotechnical Engineering		**$ 5,997.00**	**(L.S.)**

Stantec proposes that the services associated with the **Design Development** services be billed as indicated, with the breakdown summarized below:

Personnel	Additional Hrs.	Rate	Amount	
Senior Project Manager	5	$ 166.00	$ 830.00	
Engineering Technician	2	$ 121.00	$ 242.00	
Dekker-Perich-Sabatini	1.1	$17,416.00	$19,157.60	
	Design Development		**$20,229.60**	**(L.S.)**

Schedule: All required professional services to begin immediately upon execution of Work Order. A project schedule will be provided upon completion of surveying phase.

EXHIBIT II
Work Order – General Services Agreement
Stantec #181710642
Page 3

Fees:

1.	Topographic/Utility Location Survey	$ 3,114.87	
2.	Geotechnical Engineering	$ 5,997.00	
3.	Design Development	$ 20,229.60	
	Subtotal:	$ 29,341.47	
	NMGRT @ 8.0%	$ 2,347.32	(% subject to change)
	Projected Total Fee:	$ 31,688.79	

Other Conditions: Terms and Conditions as per the General Services Agreement between the City of Bayard and Stantec dated June 1, 2019.

Chon Fierro, Mayor
City of Bayard

George A. Esqueda, Sr. Project Manager
Stantec

August 12, 2019
Date Approved

August 12, 2019
Date Submitted

AMENDMENT TO OWNER-ENGINEER WORK ORDER

City of Bayard Little League Concession Building – Design & Construction Services
Stantec Project #181710642

AMENDMENT #1

1. **Background Data**

   a. Effective Date of Owner-Engineer Work Order: August 12, 2019

   b. Owner: City of Bayard, NM

   c. Engineer: Stantec Consulting Services Inc. (Stantec)

   d. Project: Little League Concession Building – Design & Construction Services

2. **Nature of Amendment** *[Check those that are applicable and delete those that are inapplicable.]*

   ☒ Additional Services to be performed by Engineer

   X Modifications to Services of Engineer

   ☒ Modifications to Payment to Engineer

   ☐ Modifications to other terms and conditions of the Agreement

3. **Description of Modifications**

The scope of work for the original Work Order was for the completion of the following professional services for the project area as outlined in the Work Order:

Topographic/Utility Location Survey
Geotechnical Engineering
Design Development

Amendment #1 is required at this time to complete the Construction Documents and Bidding phases of the project at this time.

Line items associated with Amendment #1 consists of the following:
Construction Documents – review Design Development plans with City of Bayard, complete bid document package – front end documents and construction design plans, order of state wage rates, preparation of opinion of probable construction cost, and coordinate advertisement for construction;

Bidding – assist the City of Bayard with the advertisement for bids, conducting the Pre-Bid meeting, issuance of addenda, conduct Bid Opening, review of bids received, preparation of bid recommendation package, and issuance of Notice of Award to construction contractor;

If City of Bayard requests additional professional services, other than what is listed above, an Amendment will be required prior to commencing work. Such services may include, but not limited to Construction Management, Construction Observation, and Project Closeout. A lump sum or hourly fee proposal will be submitted to City of Bayard for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Bayard for consideration and approval of increasing the upper target amount.

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AMENDMENT TO OWNER-ENGINEER WORK ORDER

City of Bayard Little League Concession Building – Design & Construction Services
Stantec Project #181710642

AMENDMENT #1

Stantec proposes that the services associated with the **Construction Documents** services be billed as indicated, with the breakdown summarized below:

Personnel	Additional Hrs.	Rate	Amount
Senior Project Manager	9	$166.00	$ 1,494.00
Senior Engineer	3	$151.00	$ 453.00
Civil Engineer	10	$131.00	$ 1,310.00
Civil Designer	32	$121.00	$ 3,872.00
Engineering Technician	12	$121.00	$ 1,452.00
Project Manager Assistant	9	$110.00	$ 990.00
Sub-consultant: Dekker-Perich-Sabatini	1.1	$19,593.00	$21,552.30
Project Mileage	22	$ 0.585	$ 12.87
Reproduction/Postage			$ 150.00
		Construction Documents	**$ 31,286.17** (L.S.)

Stantec proposes that the services associated with the **Bidding** services be billed as indicated, with the breakdown summarized below:

Personnel	Additional Hrs.	Rate	Amount
Senior Project Manager	7	$166.00	$ 1,162.00
Construction Observer	2	$110.00	$ 220.00
Grant Specialist	1	$151.00	$ 151.00
Project Manager Assistant	13	$110.00	$ 1,430.00
Sub-consultant: Dekker-Perich-Sabatini	1.1	$2,177.00	$ 2,394.70
Project Mileage	60	$ 0.585	$ 35.10
Reproduction/Postage			$ 25.00
		Bidding	**$ 5,417.80** (L.S.)

Below is a total amended engineering fee breakdown:

Original Fee – August 12, 2019	
Topographic/Utility Location Survey	$ 3,114.87
Geotechnical Engineering	$ 5,997.00
Design Development	$ 20,229.60
Amendment #1 – January 27, 2020	
Construction Documents	$ 31,286.17
Bidding	$ 5,417.80
	= 36,703.97 + 2936.32 = 39,640.29
Total Amended Fee	**$ 66,045.44 + NMGRT**

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AMENDMENT TO OWNER-ENGINEER WORK ORDER

City of Bayard Little League Concession Building – Design & Construction Services
Stantec Project #181710642

AMENDMENT #1

Owner and Engineer hereby agree to modify the above-referenced Work Order as set forth in this Amendment. All provisions of the Agreement/Work Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 27, 2020.

OWNER:		ENGINEER:	
	City of Bayard, NM		Stantec
By:	Chon S. Fierro	By:	George A Esqueda
Title:	Chon S. Fierro, Mayor	Title:	George A. Esqueda, Project Manager
Date Signed:	January 27, 2020	Date Signed:	January 27, 2020

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City of Bayard

P. O. Box 728
800 Central Avenue
Bayard, New Mexico 88023

Phone 575 - 537-3327
Fax 575 - 537-5271
cityofbayard@cityofbayardnm.com

Resolution 22-2020

WHEREAS, the governing body of the City of Bayard, State of New Mexico has developed the final operating budget for the fiscal year 2020-2021 and,

WHEREAS, said final budget was developed on the basis of need and through cooperation of all departments, elected official's and department supervisor's and,

WHEREAS, the official meeting for the public input and review of the proposed budget requirements were held on May 11, 2020 in compliance with the requirements of the state open meeting law, and it is the majority opinion of this governing board that the proposed budget meets the requirements as currently determined for this fiscal year.

NOW THEREFORE, be it resolved by the City Council of the City of Bayard, State of New Mexico, that this final budget is **PASSED, APPROVED AND ADOPTED** this 28th day of July, 2020.

Chon S. Fierro
Mayor

Raul Villanueva
Mayor Pro-tem

Eloy Medina
Councilor

Charles Kelly
Councilor

Adrian Ortiz
Councilor

ATTEST:

Kristina Ortiz, MMC
Clerk Treasurer