

Steven Green
Mayor

Sandra Whitehead
Mayor Pro-Tem

Kathy Clark
Commissioner



Rolf Hechler
Commissioner

Joshua Frankel
Commissioner

Juan A. Fuentes
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON TUESDAY, JUNE 14, 2016; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Joshua Frankel, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS

1. Presentation related the Film Report. *Cary "Jagger" Gustin, Film Liaison*
2. Presentation related the Hot Springs Festival 2016. *MainStreet T or C*
3. Presentation related to the role of the SCCOG. *Jay Armijo, Executive Director*
4. Presentation related to Yearout Energy Services (YESCO). *Scott Griffith*

F. CONSENT CALENDAR

1. City Commission Regular Minutes, May 10, 2016.
2. City Commision Regular Minutes, May 24, 2016.
3. . Golf Course Advisory Board Minutes, April 6 & May 3, 2016.
4. Accounts Payable for March 2016.
5. Contracts with Les Dechamps and Steven Sage for Public Defender Services for indigent defendants.

G. PUBLIC HEARINGS

1. Public Hearing: Final Adoption of Ordinance No. 669 15/16 amending Chapter 14, Article II, Section 14-30 Access to Property; Inspection. Christina Bruch, Electric Dept. Admin. Asst.

H. ORDINANCES, RESOLUTIONS, AND ZONING

1. Discussion/Action: Final Adoption of Ordinance No. 669 15/16 amending Chapter 14, Article II, Section 14-30 Access to Property; Inspection. Christina Bruch, Electric Dept. Admin. Asst.
2. Discussion/Action: Resolution No. 31 15/16 for Administrative and Financial Support of the Great Blocks on MainStreet Program. MainStreet T or C
3. Discussion/Action: Alternate Summary Procedure Plat at the North End of Myrtle Street (Tract 1). Robbie Travis, Building Inspector

I. UNFINISHED BUSINESS

1. Discussion/Action: Additional subrecipient grant allocations - Friends of Elephant Butte Lake State Park; Geronimo Springs Museum; and Geronimo Trail Scenic Byway. Juan Fuentes, City Manager
2. Discussion/Action: Lodger's Tax Allocation for Fiscal Year Ending 2016. Juan Fuentes, City Manager

J. NEW BUSINESS

1. Discussion/Action: Re-Appointment of Cary "Jagger" Gustin to the Governing NM Office of Film Liaison
2. Discussion/Action: To accept and approve a Project Development Agreement (PDA) to allow Yearout Energy Service Company(YESCO) to perform an Investment Grade Audit to integrate Automatic Reading Water and Electric Meter for a Self Funding Energy Performance Contract Under State Contract 15-05759. Pursuant to NMSA 1978 6-23. Traci Burnette, W/WW Admin. Asst.
3. Discussion/Action: Approval of Juvenile Justice Advisory Council contract between State of NM, CYFD department and the City of TorC. (Rebecca Dow)
4. Discussion/Action: Award RFP No. 2015-16-007 for Audit Services to Axiom CPA's and Business Advisor's, LLC. Pat Wood, CPO

K. REPORTS

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

K. ADJOURNMENT

NEXT CITY COMMISSION MEETING JUNE 28, 2016



E.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation related to the Film Report to the City Commission.

BACKGROUND:

Mr. Cary "Jagger" Gustin will give a presentation on the Film Report.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016

June 14th, 2016

Film Report To: City of T or C Commission

Request for Reappointment: Cary "Jagger" Gustin

Good Morning Mayor Green: Fellow commissioners,

Good morning: Renee

Good Morning Chief City attorney:

Members of the press

Good morning ladies and gentlemen in the audience:

I am pleased to be here this morning I am Cary Jagger Gustin and I am currently serving as the City of Truth or Consequences Film Liaison to the State of New Mexico Film Office. I serve in the same role for the County of Sierra. This marks my 22nd year of service.

Tor C and Sierra County is sleepy when it comes to films. We are often passed over by film people as they choose Albuquerque and Santa Fe to the north with their proximity to a big airport and the excellent sound stages. We have seen film work "Mad Love" with Drew Barrymore in the mid 1990's The year 1 with Jack Black at Caballo Lake. The Book of Eli at Elephant Butte.

Volvo Motor Works print ad, Chevy Trucks “ We Are Industrial Grade” campaign looked at Elephant Butte Dam and Power Plant in 2002 but ultimately choose a dam in Arizona because you could turn the water plumes on or off in about 10 minutes time. Here at Elephant Butte Dam the time is about an hour.

Spaceport America is getting lots of film attention: Land Rover, J. Crew and Kawasaki Motorcycles have all used the futuristic facility for print and video work.

New Mexico is a great place to film with its varied landscapes and top notch talent all right here in the land of enchantment. Approx. 14 thousand people depend directly on the Film industry in NM for their lively-hood.

We have had film activity here in May last year with a Belgian Film crew spending the entire month doing a documentary on Truth or Consequences.

Just weeks ago A documentary film crew working for Alex Trebek of Jeopardy fame contacted Juan's Office for film help. The planned shoot was Fiesta 2016 weekend. They asked about drone pilots and a sound crew and the funny

request: They wanted to know if I could provide them with an Armadillo, a live one. There was a pause and I replied politely: No we have rattle snakes, jack rabbits and roadrunners, no Armadillos.

Ultimately they needed help with lodging arrangements, all sorts of Fiesta related questions. The parade figured prominently as did Fiesta Chairman Jim Brannon. They looked at the historical displays at Geronimo Springs Museum and spoke at length with Historian and retired educator Sherry Fletcher Brown. I arranged the use of a horse and provided local travel assistance. The production company issued an insurance certificate for the city of T or C.

On Sunday of Fiesta weekend Teva Sportswear requested help with a print ad they wished to shoot on Broadway Street in downtown T or C. Teva is the name brand of the popular sandel with woven straps sold in better sporting goods stores. I contacted the businesses affected and requested they stay open for the shoot: Moon Goddess and Xiochi's Book store. Again the production company issued an insurance certificate for the city of T or C.

MOMENTIUM:

There seems to be an interest building for Truth or Consequences and the Sierra County area for film activity.

January 26th, 2016 saw approximately 45 film industry people here in Truth or Consequences for 2 days of talks and familiarization tours of the city and region. This was sponsored by State of New Mexico Film Union Officials: Jon Hendry IATSE local 480. The Location Scouts, Development Producers, and Studio Reps looked around and were impressed with T or C's offerings.

Fiesta 2016 weekend saw the first annual Truth or Consequences Film Fiesta again sponsored by New Mexico Film Union IATSE Local 480 officials. The local contact was Crystal Jones. The festival was extremely successful with screenings of the Belgian documentary film, A film short for a TV series at The Dude Motel, question and answer sessions with film producers, After parties and A special screening of the "Truth or Consequences of Delmas Howe" documentary. Deep Roy oompa loompa star from Charlie and the Chocolate Factory attended the festival. Reality Star Chris Browning from "Sons of Anarchy"

was also at festival events. The Union has a big local presence with the ownership of The Dude Motel on Broadway and the old hospital building on Austin Street.

What am I working on for the City ?

I am currently working on a permit form. The state Film Office recommends that communities have a permit form in place. This allows the city to have on file all information about a film company and what their plan for filming is. Are they going to blow something up? Are they going to block a neighborhood? How many people will be on the location?

This is important because several years ago The Reality show "The Great Race" filmed here for 4 days. The production used goods and services here and wrote checks that were not immediately good. I had a local contact but no Corporate office or CEO information. The Film Office had to help resolve the issue.

I am working with Juan on this form.

Second We have no film website. We have no way for film people to look at us and see what we can offer. We had a great website that was developed by former city Mayor John Mulcahy through our (SCEDO) Economic Development Group. When this group disbanded no one

paid the hosting fee so the website went dead. I have requested the Sierra County Lodgers Tax Board address this through Chairman Kim Skinner.

That board was holding funds to help with A launch party event for Space Port America which now seems on a long term delay. The county web master is building a site.

I have taken pictures of the entire city, its amenities and attractions as well as the surrounding regions for inclusion on this site. It will be very inner-active allowing film people to get a great idea of what Truth or Consequences and Indeed Sierra County can do for their film project. The permit form needs to be finalized and be downloadable from this site.

Third I have requested through the local Sierra County Arts Council to include in their Lodgers tax request: funds to reprint this informational card. The photos will be updated and the City of Truth or Consequences information correct. It will carry the new website address.

With all this being said I am requesting that you reappoint me for the next 2 year term as the city Liasion to the NM Film Office. I have built an extensive contact list of film people across the state. I am in constant

contact with the film office and speak regularly with other city Liaisons.

I will now stand for any questions you may have.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: BL

DATE (MM/DD/YYYY)

05/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tom C. Pickard & Co., Inc. 320 Pacific Coast Hwy Hermosa Beach, CA 90254 Lyndsey O'Donnell		CONTACT NAME Certificate Dept. PHONE (A.C. No. Ext.) 310-379-7788 FAX (A.C. No.) 310-318-9840 E-MAIL ADDRESS certs@tcpinsurance.com PRODUCER CUSTOMER ID GEIGAM1	
INSURED Amber Geiger Productions 2017 NE Alameda St. Portland, OR 97212		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED AS THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADJL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUP <input type="checkbox"/> GEN AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X X	SPP073854701	05/22/2015	05/22/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>2,000,000</td></tr><tr><td>DAMAGE TO PERSONS</td><td>300,000</td></tr><tr><td>PREMEDICATION</td><td></td></tr><tr><td>MED EXP (AUT. ONE PERSON)</td><td>10,000</td></tr><tr><td>PERSONAL & ADM INJURY</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>4,000,000</td></tr><tr><td>PRODUCTS-COMP. OR AGG.</td><td>4,000,000</td></tr></table>	EACH OCCURRENCE	2,000,000	DAMAGE TO PERSONS	300,000	PREMEDICATION		MED EXP (AUT. ONE PERSON)	10,000	PERSONAL & ADM INJURY	2,000,000	GENERAL AGGREGATE	4,000,000	PRODUCTS-COMP. OR AGG.	4,000,000
EACH OCCURRENCE	2,000,000																			
DAMAGE TO PERSONS	300,000																			
PREMEDICATION																				
MED EXP (AUT. ONE PERSON)	10,000																			
PERSONAL & ADM INJURY	2,000,000																			
GENERAL AGGREGATE	4,000,000																			
PRODUCTS-COMP. OR AGG.	4,000,000																			
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE	X	SPP073854701 PHYSICAL DAMAGE \$125,000 PER AUTO \$250,000 AGGREGATE DEDUCTIBLE: 10% OF LOSS \$1,000 MIN/\$7,500 MAX	05/22/2015	05/22/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT</td><td>1,000,000</td></tr><tr><td>BODILY INJURY - PERSONS</td><td></td></tr><tr><td>BODILY INJURY - PROPERTY</td><td></td></tr><tr><td>COMPLET. DAMAGE - PER ACCIDENT</td><td></td></tr></table>	COMBINED SINGLE LIMIT	1,000,000	BODILY INJURY - PERSONS		BODILY INJURY - PROPERTY		COMPLET. DAMAGE - PER ACCIDENT							
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EACH OCCURRENCE																				
AGGREGATE																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY AN PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N <input type="checkbox"/> N/A	WC400667201	11/07/2015	05/22/2016	<table border="1"><tr><td>WC - S - T - R - MITS</td><td></td></tr><tr><td>EL - CH - ACCIDENT</td><td>1,000,000</td></tr><tr><td>EL - DIS - SE - EA - M - O - B - E</td><td>1,000,000</td></tr><tr><td>EL - DIS - SE - P - O - L - I - T</td><td>1,000,000</td></tr></table>	WC - S - T - R - MITS		EL - CH - ACCIDENT	1,000,000	EL - DIS - SE - EA - M - O - B - E	1,000,000	EL - DIS - SE - P - O - L - I - T	1,000,000						
WC - S - T - R - MITS																				
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EL - DIS - SE - P - O - L - I - T	1,000,000																			
A	THIRD PARTY PROPERTY DAMAGE	X	SPP073854701	05/22/2015	05/22/2016	<table border="1"><tr><td>LIMIT</td><td>1,000,000</td></tr><tr><td>DEDUCT.</td><td>1,000</td></tr></table>	LIMIT	1,000,000	DEDUCT.	1,000										
LIMIT	1,000,000																			
DEDUCT.	1,000																			

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required). THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AND LOSS PAYEE BUT ONLY AS RESPECTS TO CLAIMS ARISING OUT OF THE NEGLIGENCE OF THE NAMED INSURED.

CERTIFICATE HOLDER

TRUTCO1

CITY OF TRUTH OR CONSEQUENCES
NEW MEXICO
RAX TIME STREET
TRUTH OR CONSEQUENCES, NM 87901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Tom C. Pickard

The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd., Markham, Ontario L6G 1C3

CERTIFICATE OF INSURANCE

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies listed.

NAMED INSURED: Ballinran Productions Limited a/o Game Changers Productions Inc

MAILING ADDRESS: 356 Ontario Street, Suite 302 Stratford Ontario N5A 7X6

COVERAGE	INSURER	POLICY NO.	POLICY TERM	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY (including cross liability)	RSA	COM018748074	January 17, 2016 to January 17, 2017	\$ 5,000,000 inclusive bodily injury and property damage \$ 5,000,000 Products & Completed Operations Aggregate \$ 5,000,000 Annual Aggregate \$ 500,000
Employers Liability				
Certificate Holder is added as an Additional Insured, but only with respect to the operations of the Named Insured				

This is to certify that the Policies of Insurance listed herein have been issued to the above Named Insured and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of this Policy.

Should these policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice of cancellation to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind on the company.

CERTIFICATE HOLDER:

The City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico
87901

Signed on behalf of the Insurers shown above



May 2, 2016

Authorized Representative

Date

Contact Information:

Photo shoots: City of Truth or Consequences, NM

Fiesta Weekend: May 4 5 6 7 8 2016

Game Changers Productions

Craig Thompson, Executive Producer

356 Ontario Street, Suite 302

Stratford, Ontario N5A 7X6

Ballinran Entertainment

craig.thompson@ballinran.com

416-804-4425

Teva Sandals

Amber Geiger Productions LLC.

2017 NE Alameda St.

Portland, OR 97212

amber@ambergeiger.com

503-816-2371

Contact on NM location

Erin Tsukashima

562-537-0959

Deborah Wakshull

dawparis@gmail.com

DRAFT: working
copy

SIERRA COUNTY UNIFORM FILM REGISTRATION

Check the jurisdiction(s) within Sierra County that your company will be filming. Production-specific terms and conditions are approved by the appropriate jurisdiction(s) prior to the beginning of production.

For immediate assistance, please print out and complete this form. Fax to 575-894-4294 or call 1-575-312-2050.

- ☐ Truth or Consequences
- ☐ Williamsburg
- ☐ Elephant Butte
- ☐ Hillsboro
- ☐ Kingston
- ☐ Space Port America

- ☐ Winston/Chloride
- ☐ County roads
- ☐ BLM land
- ☐ Elephant Butte Lake
- ☐ Caballo Lake

SECTION 1: FEES:

Most locations within Sierra County do not charge fees. Please note that New Mexico State Parks, National Forest lands and Spaceport America have governing agencies and a separate fee structure.

SECTION 2: GENERAL INFORMATION:

1. Applicant/Production Company: _____
2. On-site Contact: _____
3. Mailing Address, City, State, Zip: _____
4. Work phone: Cell phone: Pager/Mobile: _____
- Fax: Home phone: E-mail: _____
5. Producer (if different from applicant): _____
6. Organization type: ☐ Non-profit ☐ For-profit ☐ Government ☐ Corporation
☐ Other: _____
7. Insurance Provider, Policy Number: _____

SECTION 3: FILMING DESCRIPTION:

Film Title or Product: _____

Production Type:

☐ Still ☐ Film ☐ Video ☐ Multimedia ☐ Other: _____

Classification:

<input type="checkbox"/> Feature movie/show/series	<input type="checkbox"/> Short	<input type="checkbox"/> Commercial	<input type="checkbox"/> Television
<input type="checkbox"/> Music Video	<input type="checkbox"/> Documentary	<input type="checkbox"/> Educational	<input type="checkbox"/> Student
<input type="checkbox"/> Other: _____			

Prep/Shoot dates: _____

SECTION 4: FILMING LOCATION AND PARKING:

Physical Address _____

Type of Structure _____ Open to public? _____

List street(s) affected by filming and proposed closures _____

Identify any special parking and traffic circulation requirements (e.g., road closures, detours, parking layouts). Provide additional details as necessary: _____

Equipment and vehicle descriptions (include type, size and quantity):

RVs and Hook-up facilities: _____ Trucks/cars: _____

Sanitation and Location facilities: _____ Generators: _____

Summarize sets and structures to be erected: _____

Summarize any special effects planned: (pyrotechnics, explosions, car crashes, etc.): _____

Summarize the planned use of vehicles, aircraft, helicopters, hot air balloons, etc.: _____

Summarize the use of animals: _____

Summarize the use of plants: _____

List any fee-free state structures you will be using: _____



E.2

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation related to the recent Hot Springs Festival held on May 13-14, 2016.

BACKGROUND:

Representatives from MainStreet Truth or Consequences will make the presentation about the event.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016



CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

RECEIVED
6/7/16

APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 6/7/16

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: 6/14/16

NAME OF APPLICANT/ORGANIZATION: Mainstreet Truth or Consequences

ADDRESS: PO Box 1602

PHONE: 740-6180 E-MAIL: ldemareno@hotmail.com

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

Recap Presentation of Hot Springs Festival 2016

WHAT RESOURCES DO YOU REQUIRE: PowerPoint

ESTIMATED TIME FOR PRESENTATION: 5 min - SIGNATURE: [Signature]

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY - REASON FOR DENIAL: _____

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least **7 days** prior to the Commission meeting.



E.3

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation related to the role of the South Central Council of Governments (SCCOG)

BACKGROUND:

Mr. Jay Armijo will give an update on the role of the South Central Council of Governments.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016



E.4

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Presentation related to the Yearout Energy Services (YESCO)

BACKGROUND:

Mr. Scott Griffith will give a presentation for YESCO. There is a Project Development Agreement agenda item under New Business with more information.

STAFF RECOMMENDATION:

None. Presentation only.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016



City of Truth or Consequences
New Mexico

Update April 27 2016
Working Session



WATER AND ELECTRIC INFRASTRUCTURE UPGRADES

2016

YEAROUT
ENERGY SERVICES

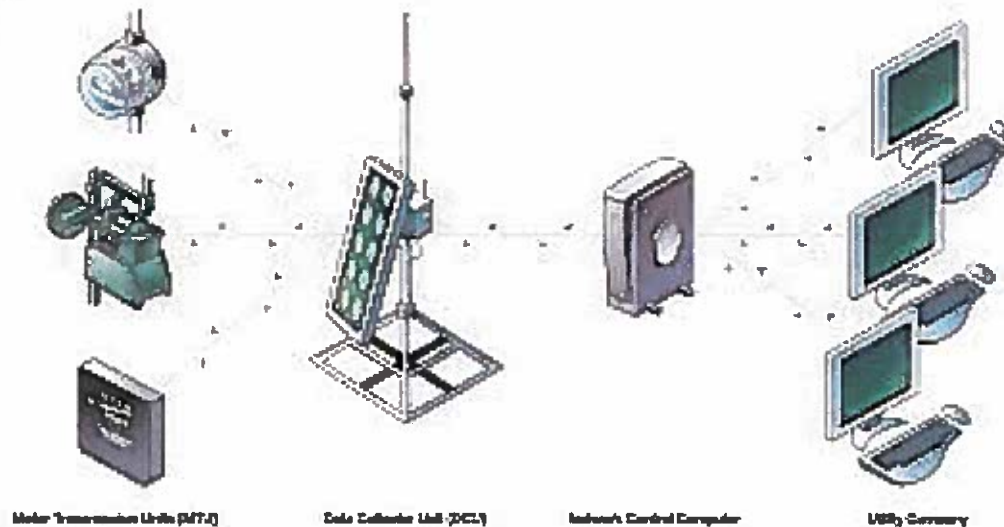
AGENDA

- Update on Project
- OSE for Water Side
- EMNRD for Electric Side
- PDA Objectives
- Stipulated Savings Model for Electric Side

ENERGY SAVINGS TO FUND PROJECTS



Shared Data Collection



Water Meters

Electric Meters

REVENUE CAPTURE OF WATER SYSTEM

Truth or Consequences Baseline Water Consumption & Revenue						
Meter Size	Accounts/Meters		2013-14			
	QTY		USED		AMT	
	QTY	%	kGal	%	\$	%
3/4"	3,400	96.8%	252,976	83.0%	\$778,810	87.1%
1"	57	1.6%	23,319	7.7%	\$56,285	6.3%
1 1/2"	5	0.1%	1,371	0.4%	\$3,190	0.4%
2"	34	1.0%	18,039	5.9%	\$41,927	4.7%
2 1/2"	1	0.0%	393	0.1%	\$869	0.1%
3"	7	0.2%	877	0.3%	\$2,262	0.3%
4"	7	0.2%	3,658	1.2%	\$7,902	0.9%
6"	-	0.0%		0.0%		0.0%
8"	1	0.0%	4,057	1.3%	\$2,596	0.3%
	3,512	100%	304,690	100%	\$893,842	100%

2015 -2016 Revenue = \$944,500.00 85% - 88% = 3/4" residential meters

EMNRD -AWWA STATISTICAL AUDIT SAMPLE

Sample Size		
Meter Size	Conf/Prec	Measurments
3/4"	90/10	68
1"	90/10	32
1 1/2"		
2"	90/20	12
2 1/2"		
3"		
4"		
6"		
8"		
Total		112

REVENUE CAPTURE OF WATER SYSTEM

- **Audit Data will Define Current meter Accuracy**
 - 3% to 8% Accuracy Delta
 - Pick-Up in Billable 33K to 78K Water
 - Pick-Up in Billable 35K to 85K Waste Water
-
- Audit Creates the “Multiplier” for the entire project
 - **Savings Combines Water/Waster Water 68K to 163K**
 - This is Meter Accuracy Only
 - No M & O included in this Savings

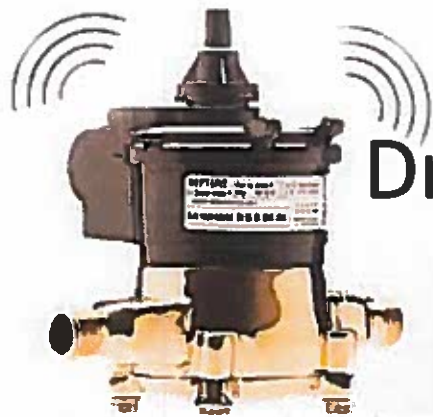
REVENUE CAPTURE OF ELECTRIC SYSTEM

- **2015 Billable - \$ 6,184,640.00**
 - 1% to 3% Accuracy Delta for Digital AMI Read Meters
 - Pick-Up in Billable from Meter Accuracy 62K - 185K Stipulated Savings*
 - Pick-Up in Efficiencies in Operational Costs 20% to 40% +/- Stipulated
-
- Audit Inventories Meters and Required Service Changes
 - Ownership of Meters and Boxes to Defined by T or C
 - Stipulated Savings are Stipulated by Manufacture
 - Pre Retrofit Base line and Operating Expenses are Mutually Decide Baseline
 - Post Retrofit Savings through M & V after 1st Year
 - Funding is based on 1st year adjusted Baseline / Savings

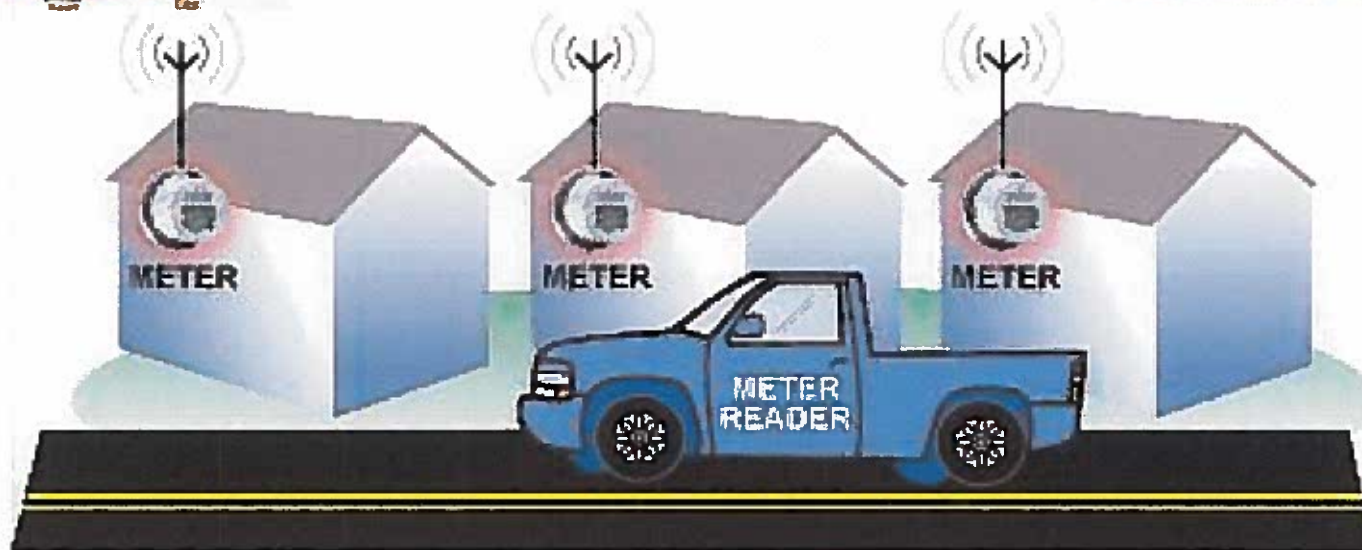
“WHY” STIPULATED SAVINGS OF ELECTRIC SYSTEM

- Power Factor Adjustments makes measurements inconsistent
- Mechanical Meters to Digital present 1% to 3% Accuracy Delta Stipulated*
- Digital Meters will require less maintenance 20% to 40% operational cost Savings
- Remote Shut Offs
- See entire system in real time
- More accurate Billing
- Pick-Up in Efficiencies 20% - 40% +/- Stipulated
- Outage Controls
- More Efficient Energizing of Lines Capacity Savings 3% to 5 % Stipulated

AMI TECHNOLOGIES

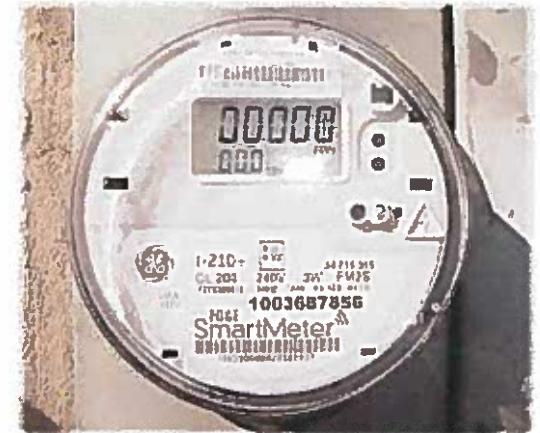


Drive By – Radio Reading



AMI TECHNOLOGIES

Fixed Based



Must Build Towers

Must maintain Reading Infrastructure

AMI TECHNOLOGIES



3G/4G - Cellular



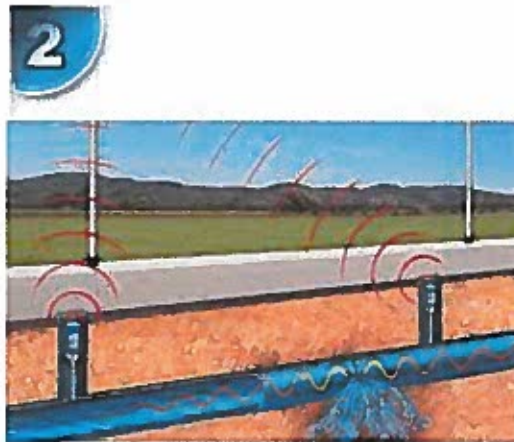
Use Existing Infrastructure

No Need to maintain Reading Infrastructure

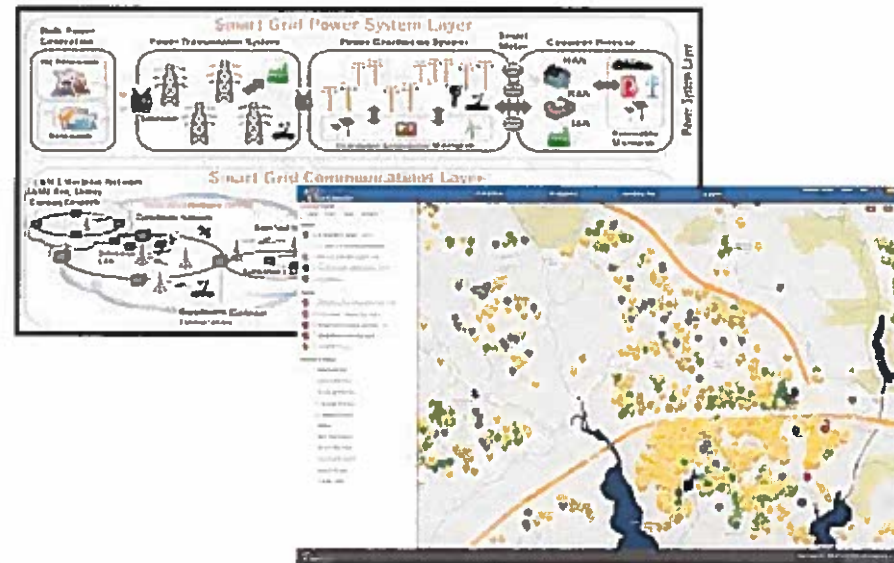
AMI BENEFITS TO T OR C

- At least 15 minute data from electric meters and hourly data from water
- Outage and restoration notifications for customers
- Voltage monitoring for sags and surges prior to a customer complaint
- Reduced misread and hi/low bills
- New rate structures
- Improved system planning for distribution
- Tamper notification
- Reduced labor costs
- Remote disconnects and connects
- Improved safety for employees

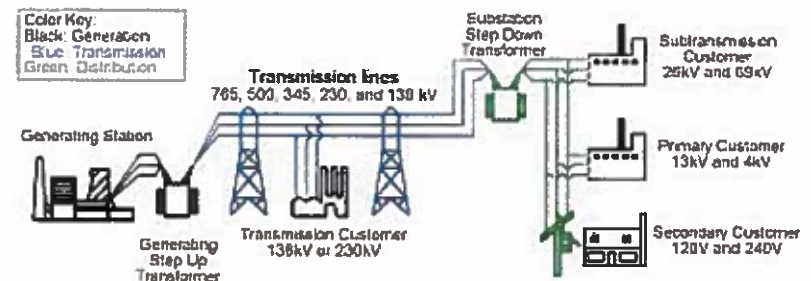
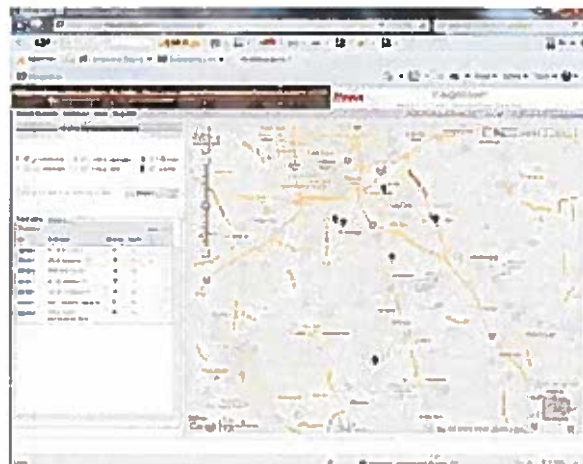
AMI BENEFITS TO T OR C



Leak Detection



Outage Controls



AMI BENEFITS TO CUSTOMERS

- **Manage their own energy usage and costs**
- **New and improved customer service**
- **Help stabilize rates**
- **More accurate billing with the elimination of estimated reads and data entry errors**
- **No need to access customer property**
- **Improved outage response time and information**
- **Offer new programs and services**
- **New payment options**

VENDER GROUPS TRUTH OR CONSEQUENCES

- **Tantalus - Badger – GE – Itron Combination**
- **Sensus I -Net**
- **Itron – ERT- with Kamstrup**
- **Mueller – Hersey - GE**
- **SUS front End for Billing - or Tyler Front**
- **Metron – 4G and Drive by**
- **Badger – 4G**

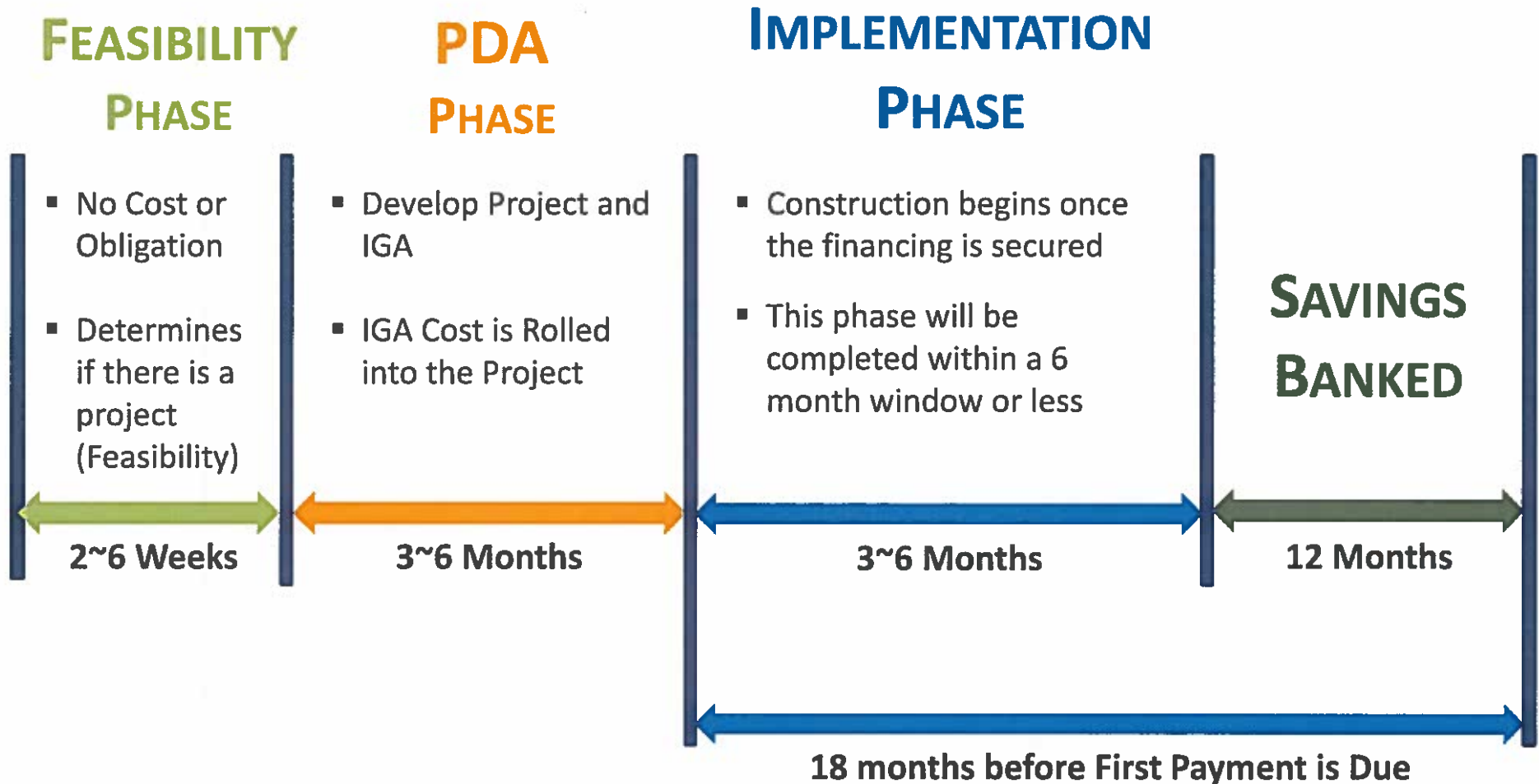
**AMI System
Annual Savings with M & O
Estimate Only**



PDA will set the final savings amounts

Water Meter Accuracy Pick-up	\$68K - \$163K
Electric Meter Accuracy Pick-up*	\$62K - \$185K
Estimated Annual Savings	\$130K - \$348K
20 Year Project Savings Potential QECB – 20 Year Federal Rebate	\$2.6 – \$4.6 Million

EPC TIMELINE



COST BENEFIT FOR TRUTH OR CONSEQUENCES

- **T or C Advanced meter Reading = savings of 130K to 348K per annum**
- **These Savings are applied to a Low Interest QECB's 1.0 to 1.2 % per annum**
- **Savings are Guaranteed by YESCO, does not impact T or C's Bond Rating**
- **No Upfront Costs or Out of Pocket Costs to T or C**
- **Revenue generation for project could help fund other projects**
- **Radio Read Drive By - Lowest Cost - 30 day information delay**
- **AMI Fixed Base - about 25% more costs but Real Time Information for Electric**
- **4G – Cellular- yet unproven. About the same cost as Fixed based with lack of maintenance**

PDA COSTS TRUTH OR CONSEQUENCES

PDA Costs

49,500.00

AWWA Water Meter Audit
Stipulated Savings Electric Meter Audit

Physical Audit 120 Days

Includes:

Full Costing of Approved Vender Scope
EMNRD and OSE Review
Stipulated Savings Model
Full Financial Scope and QECB Allocation Plan
State Board of Finance Review
Total Turn Key Installation- Training and Commissioning

SUMMARY

- Feasibility at no cost
- PDA implementation plan
 - All costs in financial package to be paid by energy savings at no cost to the client
- Brand Agnostic
 - All equipment is assessed , YESCO will work with the vendors that will provide the highest energy savings per cost
 - No Change Orders
- Identify funding sources
- **GUARANTEED savings or YESCO issues payment for the difference!**

THANK-YOU



Contact Information

Scott Griffith
Senior Energy Solutions

sgriffith@yearoutenergy.com

505.991.0679

A large, faint, light-grey watermark of the Yearout Energy Services logo is visible in the bottom left corner of the slide, featuring the stylized 'Y' icon and the company name.

YEAROUT
ENERGY SERVICES



F.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Approve the minutes of the May 10, 2016 Regular Meeting.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
TUESDAY, MAY 10, 2016**

The Mayor and the City Commission of the City of Truth or Consequences in the County of Sierra, and State of New Mexico met in Regular Session in full conformity with the law and ordinances of said Commission in the Commission Chambers of said City on May 10, 2016 with the meeting starting at 9:00 A.M.

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green, who presided and Renee Cantin, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION

1. ROLL CALL

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

Hon. Steve Green, Mayor
Hon. Kathy Clark, Commissioner (by telephone)
Hon. Rolf Hechler, Commissioner
Hon. Joshua Frankel, Commissioner

Absent: Hon. Sandra Whitehead, Mayor Pro-Tem

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION

Commissioner Hechler made an announcement offering their heartfelt condolences to the family of Karisa Arroyos. He gave some details of the event. As a small close knit community many of us know Karisa. In times like these our community comes together to support the families who have suffered such a great loss. Although no words can take away the pain of this tragedy, please be assured this Commission, our city employees, and this community have all suffered from the loss. Please be kind to each other, and remember Karisa for her goodness and the beautiful young person that she was.

Mayor Green called for fifteen seconds of Silent Meditation.

3. PLEDGE OF ALLEGIANCE

Mayor Green called for Commissioner Frankel to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Mayor Green requested G.5 to be pulled and I.1 to be removed.

Commissioner Hechler moved to approve the agenda moving item G.5 and pulling item I.1 from Executive Session. Commissioner Frankel seconded the motion.

Commissioner Clark feels it's inappropriate for our Commission to have a discussion about a family member of a fellow Commissioners. We should put it to the City Manager for a decision. She doesn't feel it's appropriate.

Motion carried unanimously.

C. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium. At the last meeting there were offensive and inappropriate comments made about staff, and we will not stand for that type of language. He would appreciate when presenting your concerns, please watch your language when you have the microphone or your privilege will be removed.

Ron Fenn, 316 N. Foch addressed the Commission related to:

1) He emailed a packet on his analysis on the Recycling Program since 2013 that needs to be ended. It's an extremely costly and non-productive process and until you look at this data, and understand it, you will see there is no need for recycling in this community. There is no benefit to it whatsoever. We need to just start planning and building our own landfills, both C & D and MSW. They can be funded through bond issues issued to the people, not the Capital One. Give people a 4% tax free income and you will get enough money from this community to build those landfills. Why we did the bond issue for the Transfer Station in the middle of our well field, is criminal. If you're going to do something for the community, do it with the communities' participation and for their benefit.

2) He just realized what the perfect analogy for this city is: It's like a Children's Lemonade Stand. The parents put out \$25 to buy equipment and supplies and the children sit there and make \$2.50, and at the end of the day the parents sit there and praise their children for their prowess and entrepreneurship. That's the City of Truth or Consequences. Please take this to heart.

Linda DeMarino, Executive Director of MainStreet Truth or Consequences addressed the Commission related to:

CITY COMMISSION MAY 10, 2016 REGULAR MEETING MINUTES

- 1) They applied for a subrecipient grant. Last year they were funded at \$30,000. She added with all of the grants they got and volunteer labor and fundraising efforts. For every dollar the City put in \$8.70 was returned on their dollar.
- 2) Two grants they received was a small grant from the New Mexico Resiliency Alliance for Art Park and worked with the City for New Mexico Clean & Beautiful for Garbage Cans for Main Street for \$8,200.
- 3) This weekend is the Hot Springs Festival. We have workshops, music, author's corner, massage tent, tours of the Hot Springs hotels. We invite the public out to participate in these. They thanked the City and Juan and the Department Heads for all of their contributions in making this a great event.

Carole Wheeler, 603 Corbett addressed the Commission related to:

- 1) Thanked the City and all businesses in town on behalf of the NM Square and Round Dance Association and the Sierra Twirlers. The Sierra Twirlers the Mayor the coveted Elephant Butte Dam Dance Dangle.
- 2) 163 more signatures for the Off Leash Dog Park.

Billy Lacy 520 W. Ninth St. addressed the Commission related to:

- 1) Response to the Recycling program. It's disturbing to hear someone say we do not need the program. He said maybe we should do like California does and hire people who sort through all of the trash. He let them know an example of the West Coast problem with plastics in the ocean that breakdown to toxins. That's just one example of recycling. We also have glass and paper. To close down the thing we have to build a trash dump which will create a dump in our back yard. Either that, or go back to burning the trash in our back yard and getting rid of it.

George Szigeti, 913 Spruce Street addressed the Commission related to:

- 1) He doesn't want anyone to think he's insensitive. He knows what it's like to have a problem putting food on the table. He also knows what it's like to go through a natural disaster and lose everything but the clothing on our backs. He has been attending these meetings for many years and he's seen the Commission back away from significant issues because of their fear of affecting the poorest population of our people. It's an excuse for not doing things that need to be done. For example, the Franchise Tax that was discussed at the last meeting. The City needs income, we can't operate the city without money. We need to look at ways to increase our income and reduce the alliance on our Electric Fund. Even if we reduce the Electric Cost by 1/10th of a percent it would save a small household \$.32 per month. He emphasized again when issues like this come up, we need to do the right thing and make accommodations for those who need it. We have the nicest Housing Authority in the Country. Don't let it stop us from what we need to do.

Sophia Perron addressed the Commission related to:

- 1) Complemented the Clerk for great minutes. She thought her comments were beautifully paraphrased. She is sorry if the word nincompoop turned somebody off.
- 2) Immediately after the comments she made about the city yard falling apart due to neglect, directly after the meeting the City Public Works employees were at the yard at

CITY COMMISSION MAY 10, 2016 REGULAR MEETING MINUTES

noon using a backhoe to smash up a stone wall and ripped the metal roof to pieces. They should have gone to the OSHA meeting, it might have helped them a bit. They were destroying our public property without our permission. That is not right.

3) She complemented Commissioner Frankel for bringing up the Historical Building at the last meeting; Commissioner Clark for bringing up the Copper Mines. She wanted to say bringing Water & Wastewater across the river is insane.

4) She spoke about Cleaning Up the town and Commissioner Hechler's proposals. She suggested using the Realtor's and the other city employees who ride around town all day.

5) We need a new dump. People don't want to come here and pay to export their garbage. It was a cleaner town when we had a dump. Our Town is falling apart from neglect. Forget the Spaceport, we need to get out and help our neighbors and elderly people and keep cleaning up.

D. RESPONSE TO PUBLIC COMMENTS

None.

E. PRESENTATIONS

1. Proclamation May Poppy Month

Mayor Green read presented the Proclamation for May Poppy Month.

2. Proclamation for Municipal Clerks Week

Mayor Green read the proclamation and presented it to City Clerk Cantin, Deputy Clerk Angela Torres, and Sonya Williams for Municipal Clerk's Week.

F. CONSENT CALENDAR

1. City Commission Regular Minutes, April 26, 2016
2. Public Utility Advisory Board Minutes, March 21, 2016
3. Golf Course Advisory Board Minutes, March 2, 2016
4. Lodger's Tax Board Minutes, January 28, 2016
5. Accounts Payable for April 2016

Commissioner Hechler moved to approve the consent calendar as listed. Commissioner Frankel seconded the motion. Motion carried unanimously.

G. NEW BUSINESS

1. Discussion/Action: Request by Hot Springs Falls, Inc. to consider cancelling the current agreement so they can deed the land to the Geronimo Springs Museum. Stephen Janos, Secretary/Treasurer for Hot Springs Falls, Inc.

Mr. Janos addressed the Commission and added in 2003 Jerry Stagner was the driving force behind the Hot Springs Falls. The idea was to make a walking trail or Hot Springs

CITY COMMISSION MAY 10, 2016 REGULAR MEETING MINUTES

Falls. Mr. Stagner has since left the community and we have done nothing with it. They are a 501c3 Corporation, which when disposing of property should give to another Non Profit and that's why they are choosing the Museum because the property is adjacent to this property.

Mayor Green pointed out, to move this to another organization might open up other funding avenues for development of that property.

Commissioner Clark joined the meeting at 9:33 a.m.

Commissioner Clark asked if the Office of the State Engineer turned down that water because of evaporation that could occur from that water falling down the hill. Mr. Janos said he basically did the bookwork and the filings and Jerry Stagner was the driving force behind all of this. Commissioner Clark said it was a ridiculous response from OSE but she was just checking it.

Commissioner Clark moved to approve the request by Hot Springs Falls, Inc. to consider cancelling the current agreement so they can deed the land to the Geronimo Springs Museum. Commissioner Hechler seconded the motion. Motion carried unanimously.

2. Discussion/Action: City Utility Services, water and sewer across the river. Robbie Travis, Building Inspector

Building Inspector Travis presented this item to start the process to see what kind of funds we can find or raise to get water to the other side of the river, sewer is a little more difficult.

Mr. Mark Thornton thanked the Commission for doing their civic duty. He is concerned they have lived on the other side of the River for 19 years and they have their own water well. But if they have a fire and the electricity goes out, they don't have any water. He hopes the city will look into getting them water. All of his neighbors have water and he thinks he is the only one who doesn't have water.

Mayor Green asked about the electricity and he responded he is on city electric. He asked why they don't have water if the other homes do. Mr. Thornton said they are not in close proximity to the houses that have city water.

Building Inspector Travis responded there are three people who have water that are privately owned. The meter is on the Riverside Drive side. Two of them go over the walk bridge to the properties there. Where Mr. Thornton lives there is the Vega's home that is next door, it was supplied by Steve Vega and they split the land and they don't have water any more. Steve Vega has water coming under the river where they dredged through there 10-15 years ago. That's the only water the City supplies, but it's all privately run. Our concern is we don't want everyone to cross water however they want to. We have a developer in the area who had some ideas even with FEMA

CITY COMMISSION MAY 10, 2016 REGULAR MEETING MINUTES

because of the flooding issue and access. We would like to develop the area where we could get some impact fees and GRT's from there. We know it will take time and it won't be done right away.

Commissioner Clark asked if we would need a pump station. Water & WW Director Salayandia responded they have done it as a package where there will be development. Commissioner Clark can see how we can do electricity and possibly water. Building Inspector Travis said we could do it as a development plan. If there is a way we can do a bridge to carry the sewer lines and others. Discussion was held about the water levels and whether septic would work because we should worry about the groundwater. Building Inspector Travis added there are septic all along the river on the North. It has to be approved by the environmental department, so he doesn't see an issue for them. Mr. Thornton has the permits he needs.

Commissioner Clark asked if septic would be a better option. Water & WW Director Salayandia would recommend a package treatment plan to take care of the waste and use the effluent. There is always a possibility of leaching and getting in the ground water. You would have to get the engineering. Depending on the size he is thinking it would be half a million. Which is probably what a lift station would cost you.

City Manager Fuentes said the item described by Robbie is just whether to proceed forward so we can look at the feasibility. It will require a lot of Engineering and Planning. This is the first step by getting Commission approval. We will need to include it in our ICIP which will be coming up. We need to consider which services to take to the other side.

Mayor Green thinks it's an outstanding idea. Commissioner Clark said normally when we do a study like this, we have paid \$50,000 to \$100,000 for an Engineer. City Manager Fuentes confirmed.

Mayor Green said we owe it to our Citizens and Future Citizens to see if we can find funding.

Commissioner Hechler asked what the potential is for development. Building Inspector Travis said there are several, we have a subdivision in a smaller portion.

Commissioner Hechler asked if people are waiting for services there too. Building Inspector Travis said there is a lot of potential over there and it would open things up. Commissioner Hechler asked if people are waiting for service of this type to start developing. Building Inspector Travis said definitely, it's a good area to grow and we've had requests for a River Walk there. There is one property there for sale and it's tough to sell property with no water or services.

Mr. Thornton appreciates all of their efforts and he hopes he doesn't get put in a large file.

Commissioner Frankel commented on the fire issues should it happen, he encouraged Mr. Thornton to contact the Fire Chief to work on a response plan for his property.

Commissioner Clark moved to approve to authorized staff to do a research process to get City Utility Services, Water and Sewer across the river. She added access to the other side of the river is very important and we should look at a bridge that would access that side in the study. Mayor Green seconded the motion. Motion carried by a vote 3-1-0. Commissioner Frankel voted nay.

3. Discussion/Action: Approval and authorization for City Manager to execute, sign and submit documents related to a Federal Assistance Grant through USDA/RUS for Law Enforcement Vehicles. Lee Alirez, Police Chief

Police Chief Alirez let them know there is a great need for these vehicles to have a command post set up vehicle in case of a large incident. The way they respond to an incident mitigates how quickly the recovery is back to a normal standard. We work together closely with other organizations but we are the first one to respond. He added we are down to seven vehicles. We recently got rid of quite a few vehicles that were tired and had very high mileage.

Commissioner Frankel asked about the usage of the Hummer we have parked at the lot. Is it decorative or functional? Chief Alirez had it moved from the Police Department, it is not functional at this time and would cost quite a bit to get back to a running state, much less to maintain for a vehicle we would barely use. It doesn't fit a need we have. We did receive that vehicle from the military, it will cost us more to fix it and maintain it. Commissioner Frankel said maybe they would consider reaching out to the Veterans Museum. Chief Alirez would have to see what the options are for disposition of this vehicle.

Commissioner Clark asked if the city will need subsidize our federal assistance grant, would it be something that would need to be in our budget for next year. City Manager Fuentes said we are currently applying to USDA for the Front End Loader and the second application would be for these two vehicles. If it's funded the Police Department GRT will be used for the match money. Commissioner Clark confirmed they have this included in their budget for the next fiscal year.

Mayor Green said his quick math is the Department would have to come up with \$40,500. Police Chief Alirez reiterated it's currently in the next budget.

Commissioner Hechler asked what the average mileage is of the current vehicles.

Police Chief Alirez responded with the average mileage. One vehicle has 150,000 miles on it, and it's in good running condition; We have two Ford Crown Victoria Interceptors at around 100,000 miles; then we have Dodge Chargers that are right under 100,000 miles, in the 58,000 to 70,000 range and they are in great shape. Commissioner Hechler asked who the vehicles would be assigned to. Chief Alirez responded they

would be for supervisors. Commissioner Hechler then asked about a take home policy. Chief Alirez said yes the city has a take home vehicle policy but all officers live in the city, so they all stay in town. The Supervisors are field personnel so they will be used for Patrol.

Commissioner Clark moved to approve and authorization the City Manager to execute, sign and submit documents related to a Federal Assistance Grant through USDA/RUS for Law Enforcement Vehicles. Commissioner Frankel seconded the motion. Motion carried unanimously.

4. Discussion/Action: Professional Services Contract with American Electrical Testing Co. for Testing at the Substation. Bo Easley, Electric Department Director

Electric Department Director Easley presented the item. The T & D Electrical Study suggested we have this testing done every year. This contract will enable the company to test and service the substation for the next four years. There will be testing the distribution switch gear line up, eight circuit breakers, nine VVC relays and two 115-15 Kv substation transfers including testing the oil in our two transformers.

Mayor Green was looking at the contract on the last page it indicates it doesn't not include bonding. His concern is the protection of city assets. What happens if they mess up during the testing, who's responsible for it? What happens when they test our equipment and they mess up a piece of our equipment? Who is going to fix that? The way he reads this contract it's up in the air. Electric Department Director Easley responded we have two transformers and they would test everything in sections. The process has been done many times, it just hasn't been done in many years. Mayor Green asked how long it will be down. Electric Department Director Easley responded it will only be down while they do the testing and it can all be ran on one transfer. He added this was sent to and reviewed by John Appel.

Commissioner Clark said we should be doing something like this every year and it is basically something you are implementing again. Electric Department Director Easley confirmed.

Commissioner Frankel moved to approve Professional Services Contract with American Electrical Testing Co. for Testing at the Substation. Commissioner Clark seconded the motion. Motion carried unanimously.

5. Discussion/Action: Hot Springs Women's Club requirements for Miss Fiesta Pageant. Sandy Whitehead, Mayor Pro-Tem

Item was removed.

6. Discussion/Action: Community Wide Trash Program. Rolf Hechler, Commissioner

CITY COMMISSION MAY 10, 2016 REGULAR MEETING MINUTES

Commissioner Hechler started by commending Mayor Pro-Tem Whitehead for starting this program. He has made it his priority to start cleaning up the town and feels it's very important. The City Manager approved to hire three Emergency Hires for the city, whose primary duty will be to clean up the city. He would like to put another cleanup day for the residents. The County will be on board to have a free trash day on that day also, and will help with empty trailers that day.

He has also spoken to Earl Greer who is the President of the Realtor's Association, they have agreed to take pictures to send in of properties who need to clean up. As of May 3rd, we have located five dump sites that the city are taking action on. He introduced Police Chief Alirez to present the new app people can use to turn in complaints. Police Chief Alirez said the goal is for everyone to use the app. With this app, a Realtor can take a picture and send it to the app. It allows us one more tool to proactively go after people. It has so many features, illegal dumping is just one of them.

Commissioner Hechler would like the free cleanup day to be on May 21st and encourage all of get out and take a look at places that need to be cleaned up. We need to let the property owners of this free day so they can get things cleaned up as soon as possible.

Commissioner Frankel asked what the app is. Police Chief Alirez said it's a free app at Truth or Consequences PD. The icon is one of their badges and it gives you a tutorial. For those who don't have cell phones, we also have Nixel.

Commissioner Hechler showed a copy of the flyer that is going to the papers. Maybe it can even be on the front page.

Commissioner Clark has had the app on her phone for over a year. It does flash up if there is a missing person or anything going on. Her question is about the illegal dumping and what the biggest composition is. Is it Construction and Debris, mattresses, household trash? Police Chief Alirez would love to say it's the mattresses but it's not people when someone move they throw their stuff and dump it around the City and the other is construction materials. Commissioner Clark followed up by saying not having a Construction or Debris landfill is a problem for us. If we have 20-25% going down to Las Cruces Landfill and another 5% going into our arroyos, maybe we should seriously consider a C & D Landfill to help take care of construction.

Mayor Green commented it's great when the baton is passed and not dropped. He thanked Mayor Pro-Tem Whitehead for starting this and Commissioner Hechler for keeping it going. He thinks May 21st is an appropriate time since it's before the Centennial. He will send an email to the Bountiful Alliance to get more people to help.

Commissioner Clark moved to approve the community wide trash program on May 21st 9:00 a.m. – 4:00 p.m. for residents. Commissioner Frankel seconded the motion. Motion carried unanimously.

7. Discussion/Possible Action: Healing Waters Plaza water issue. Kathy Clark, Commissioner

Commissioner Clark has been through this with Manager Fuentes, the Office of the State Engineer recommend to the City that they transfer up to 2,751 acre feet of water from their number 11 well, which is there municipal water supply for the City, into Hot Springs Well #24, which is the well at the Hot Springs Plaza. She has a couple of issues with this, first is this the Hot Springs Water area. We have a total value by the 1941 Study that was done of 2,401 acre feet, not 2,751. So basically, you couldn't pump all of that water. And two, it would have the potential to turn downtown into a Glenwood Springs and bypass all of the commercial and domestic water users of hot water. She thanked Manager Fuentes for listening to her issues. What the OSE agreed to do was put a cap on the water that can go into this well. This well was not used for such a long period of time the OSE basically closed the book on it. This well use to have 30 acre feet on it and it was used for Geothermal heating at the Teen Center. We feel the well is a good option to use.

She asked the city to put a cap on that well. It was 30 acre feet, so if it was over that amount we would nullify that well. It was her understanding we might need up to 30 acre feet to run that well and she asked Sazi Marri if that's correct.

Sazi Marri, President of Main Street addressed the Commission stated the architect estimated 12 acre feet for the fountain water feature if it were running for 9 hours a day. She is asking to put a cap on it at 30, which is what we originally had. If we wanted to run it 18 hours in a day, we could up to the 30 acre feet cap. Commissioner Clark said the other thing to think about is it could be a closed fountain. She is asking the Commission to please put a cap on this as well, so the OSE will have to live up to that obligation and that we are protecting the downtown businesses and the downtown water well users.

Mayor Green said at the meeting he had the sense that the Office of the State Engineer is willing to work with us. If we ask for the 30 acre feet of water, it might open a can of worms we might regret and he doesn't know if this late in the game if we want to play Russian Roulette with the Office of the State Engineer. Rather than coming in the 20's showing we've done our homework and we're coming up with a contingency.

Commissioner Clark said maybe what we can do is say we are expecting 12 acre feet but no more than the original 30 acre feet that was in that well.

Ms. Marri would also like to speak to the recirculated water. The original plan is the hot springs water for the Healing Waters Plaza, however if it's more beneficial for the city, the environment, and for the site, it absolutely needs to be taken into consideration and it's acceptable.

City Manager Fuentes said in regards to redesigning the well, one of the items in building the foundation is for the fountain. We are at a point where we have a project

that is underway and under a deadline, so we need to move forward with the project as it sits right now. In regard to the cap, he agrees there should be motion made to authorize staff to work with the OSE to provide and allocate enough water for the fountain and to not exceed the 30 acre feet. During a meeting with the OSE they requested a reasonable number. They know what we want to use it for and they have no doubt on the availability of water, but we also want to leave some leeway for any potential

Commissioner Clark said we could use some of that Geothermal Water to heat the Lee Belle Johnson Center. She suggested the motion to include using some for the Lee Belle Johnson Center.

Commissioner Frankel talked about the recirculation of the water feature and if it recirculates we would lose the heat. One of the things that would be important will be to have that be a hot springs fountain to capitalize on that.

Mayor Green heard that well will be metered and we will be notified. If we go over our granted allotment, they will shut us down. So he feels it's a good suggestion to cap it to protect our businesses and the OSE.

Mayor Green moved to approve authorizing City Manager Fuentes and staff to work with the Office of the State Engineer to revitalize Hot Springs Well #24 and project the use of 12 acre feet but no more than 30 acre feet of water on that well. Commissioner Clark seconded the motion. Motion carried unanimously.

8. Discussion/Possible Action: Key City Personnel Selection. Kathy Clark, Commission

Commissioner Clark said there are couple of issues that concern her in the Municipal Code. It specifically states, the City Manager shall be employed by the Governing Body. The Code says the City Manager should be for an indefinite term and the contract we have does not reflect that. It also says that for the City Attorney. And it says the Assistant City Manager is chosen by the City Manager with confirmation by the Commission. She believes it's extremely important to have one or more Commissioners on the selection committee for those chief positions and or City Manager. She feels at least one should be involved in one of those key positions and one of them needs to be party to the process. In those key positions, if our City Manager is not in charge, the Assistant City Manager is in charge. It should be a person we have determined we would have in charge if the City Manager is not available.

Commissioner Frankel asked what the current status is. Commissioner Clark responded the current status is we are not operating according to our code.

City Manager Fuentes said in regards to the City Attorney. He read the wording from Section 2-99 of the Code of Ordinances which was on the books since 1962. Some

municipalities have the resources to hire an In-House Attorney. The majority of the smaller communities, do this by a Professional Services Agreement. It is not an employee of the city, it's a Contract Attorney. The way we have it now it's an RFP process and goes through the procurement process. In regards to some of the other positions, for example, the Assistant City Manager, under section 2-99 it does require the Manager to designate somebody, and it doesn't have to be a new position. It could be somebody who is employed in the absence of the City Manager. In the past we have had a number of Department Heads step in as the Acting City Manager including the City Clerk and the Finance Director. It still requires approval by the Commission and whether they feel that person is qualified to step in to that position. Some positions do come before the Commission and most others do not. He mentioned the City Clerk and the Police Chief which are chosen by the City Manager. All ordinances can be amended by the Commission. If there is a need to change them the Commission can do that. We can look at other communities and the process they use for their key positions and how they recruit as a body. Some will delegate to a committee, some will delegate to a committee.

Mayor Green said he likes the idea of taking a look at how other communities handle this, if we have rule of procedure or process then we should follow it. If it's out of compliance or doesn't work for us, then let's change it.

Commissioner Clark said that's basically what she is saying, if we want to operate how we are doing it, we should change the code. If we like this code better then maybe we should make a different arrangement with our Manager and our Lawyer. This is just to make sure there is a consistency to what we are doing and with what is on our code.

Mayor Green moved to approve letting the City Manager be aware they would like additional information of how other communities handle these things so we can check other codes and see how our codes compare. Commissioner Clark seconded the motion. Motion carried unanimously.

9. Discussion/Action: Authorization to proceed with negotiations with Verizon Wireless for the installation of a monopole near the Water Tank West of 2nd Avenue. Juan Fuentes, City Manager

City Manager Fuentes asked Mr. Les Gutierrez and Building Inspector Travis to come forward to the podium. Mr. Gutierrez is the Senior Site Acquisition Manager for Tectonic Engineering on behalf of Verizon Wireless. They are proposing a monopole near the Water Tank. If authorized there is a required process to be taken which is a Special Use Permit.

Mr. Gutierrez thanked Mr. Travis and the City Manager for looking at the site with us. He presented Verizon is trying to get more signal by planning ahead for a better signal in the area. More use is taking more data and we need to plan for that. There are some existing towers at that area but they won't work for Verizon at this point. Skyway Towers would like to build an 85 foot monopole and mount their antennas on that pole.

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The area they are most interested in is North of the Water Tank. Through their research, they were able to locate a vacated Right-of-Way of which the City owns 20 feet. The other 20 feet belongs to the adjacent property owner at Fast Wave. They are also a group we are talking to about placing the tower, but we are approaching the City first. There is enough room there where we could place the tower and have enough room for Verizon's equipment. We would like to enter into a long term agreement with the City, and provide the City with funding for a period of about 25 years. There is some room to increase the rent somewhat but not a lot, but the range would be from about \$180,000 to \$250,000 to the city. He showed a similar situation that was done in Belen with an 85 foot tower.

Building Inspector Travis stated this is an R-3 Zone, and within that zone a communication tower could be brought up with a Special Use Permit. So we would notify the property owners in that area, and hold a public hearing, then come before the Commission again with that approval.

Commissioner Clark asked about the HAM Radio that's on John Brown's property at 3rd and Foch and if this would affect that, and if it has a special use. Building Inspector Travis was not sure about that tower. She also asked if this would be subleased for another vendor. Mr. Gutierrez said by Federal Law you cannot keep someone else from using a tower. In this event Skyway Towers will be the owner of the Tower and they will be paying the city. Verizon will be a tenant on that tower. Say for example AT&T would like to use the tower, they could sublease the tower. On the ground, space is limited so there is only enough room for Verizon. If they needed space on the ground they would have to come to the city to lease additional ground space. In regard to the tower, they are able to use that by Federal Law.

Commissioner Clark would like to provide something where the city would gain from anyone who may sublet the tower. Mr. Gutierrez said they would be happy to work with the city, but the key thing is the city is not putting in the tower or doing the work. Typically they would be more than happy to share the rent if the city would like to share the cost of putting it in. He's just joking, he would certainly take that to them.

Commissioner Clark said we could put that in the agreement, something like if the sublease is proposed or approaches the tower owner, that the city would have negotiation in the process. Mr. Gutierrez said he could propose it to Verizon, and the city could make it a condition of the lease, but he doesn't know where they would go with that.

Commissioner Frankel asked what the investment would be in the tower. Mr. Gutierrez said first they can't get to the lease until they get the zoning approval. In the leasing, they do Phase 1 and do SHPO, Federal Requirements, FAA Requirements. We put the foundation and the whole cost of the structure and the whole cost would be somewhere between \$225,000-\$400,000.

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Commissioner Hechler would like to ensure that somehow where we can look at the fees again to keep in mind what the fair market value is. Mr. Gutierrez responded there will be a provision of an increase annually which will be tied to CPI.

Mayor Green said this is to authorize the City Manager to proceed with negotiations. Mayor Green asked how you stabilized something like that because we have very high winds here. Mr. Gutierrez said typically they will do a soil study before they do anything to verify that it will support it. They drill down and there will be 15 to 25 feet concrete pilings. The tower will be designed for 150 mph wind and the Water Tank up there is close to 50 feet and you have two existing towers. Before we go forward we will do a structural analysis to show the Commission it will be supported adequately and it will be safe.

Mayor Green said that was a concern because we have an Art Park that is being built right under that tower, and we will have children and other's visiting the site.

Building Inspector Travis said one way we might be able to increase is they have to lease land space out for the equipment. They may be a way we could get additional revenue from other vendors who use the tower.

Mr. Gutierrez said one of the reasons we need a tower that high is because the Water Tank is 55 feet high and we need to be able to be higher than that tank.

Commissioner Clark moved to approve the authorization to proceed with negotiations with Verizon Wireless for the installation of a monopole near the Water Tank West of 2nd Avenue. She added to have City Manager Fuentes take the Commission comments into account. Commissioner Hechler seconded the motion. Motion carried unanimously.

10. Discussion/Action: Approval of Grants/Projects Coordinator position and Job Description. Juan Fuentes, City Manager

City Manager Fuentes said in the past the City has been very successful in obtaining grants such as the Water Trust Board, Community Development Block Grants; Colonias; MainStreet; some Non-Profits; and some Aviation Grants. The coordination of these provide reporting to various state agencies and with various departments to make sure we are spending the money according the agreements. This position would potentially oversee the grants we have in place which are taken care of by each department and would possibly help find grants. Some of the funding agencies we are working with direct us to certain funding sources we can submit an application for. Its rare that we have to submit a proposal to a non-profit organization. But that happened with the Turner Foundation where we were able to submit a proposal for the Healing Waters Plaza project. In addition to the grant side, we have numerous projects we are dealing with like the Soccer Fields; the Dog Park; the Wellness Swimming Center; the Automated Reading System; or any other of the numerous project we are looking at in

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the coming fiscal year. This position has a lot of value and provide a lot of assistance to all departments who are tasked with a number of projects and grants.

Commissioner Clark said a lot of the things she sees is what the Community Development Director was doing. City Manager Fuentes said that is correct, he helped with the Airport Grants and some of the coordination and assistance with the Water Projects. Commissioner Clark asked if they would also be writing grants or just an administrator of grants. City Manager Fuentes said it will be an Administrator of grants with some grant writing. As part of the Federal and State Agencies, this will be part of their tasks too. Currently right now the financial side is being overseen by the Finance Director. Other grants are taken care of by the Departments. For example LSAP is taken care of by Don Armijo; Jesus & Traci are working with the Water & Wastewater and Colonias; Bill was working with the Aviation; the City Manager is working with the Veteran's Wall Project; and others. There is not one central location where someone is overseeing the whole process to make sure we are submitting documents in a timely fashion and it can be cumbersome and must be completed accurately. In the past we didn't have this many grants, we just had state appropriation money and that was it. We are trying to develop our own coordination without outsourcing to an Engineer. Sometimes we will need that technical assistance.

Commissioner Clark asked Jesus & the Chief if this would take pressure of them to have this position. Water & WW Director Salayandia said Traci has been doing all of that work on the grants and it takes a lot of her time. Police Chief Alirez also said it would definitely relieve some of the pressure off of them. Some of these grants he's worked with this before, but having someone who knows will help tremendously. To have a professional person on our staff to help with collaboration. Water & WW Director Salayandia said you have to stay on top of them. Police Chief Alirez added as it is right now, as we are looking at the Animal Shelter, it's a huge project and would be a tremendous help.

Mayor Green said certainly with them using other department's employees and having organization skills that are absolutely incredible.

Commissioner Hechler said for purposes of quality control a grant administrator is essential and very important to operations. When you farm out grants to other entities, you don't always get the same quality level back. He asked what the salary range will be. And how many grants will they oversee.

City Manager Fuentes said in regards to the salary, he will need to look at the budget and it would be comparable and he is looking at housing the position in the Community Development Department maybe looking at the Community Development Director position to gear more towards Economic Development. We have some applications in the works that would be part of that position. They will also have close communication and coordination with the Finance Department. We talked about a Planning Grant on getting the water across the river and assisting the Village of Williamsburg in bringing

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colonias money. There is quite a bit of work we can do this fiscal year and opportunities to apply for more.

Commissioner Frankel is interested in the salary range and feels it's important to include a very qualified person to do this job. He wants to make sure we are not filling the position with a poverty level minimum wage where we are going to get an average or basic job being done. This is an opportunity where we could fill this position with a creative, high quality person to get the job done. Or are we looking at a performance based position.

City Manager Fuentes said initially he was thinking about \$12-\$17 per hour. But it boils down to what our financial resources are in the budget and what we can afford. He heard the Commission about finding an Economic or Tourism Director position, as well. We do have people now that are able to do the job. It's not a grant writer going out to Non-Profit Agencies, it would be going out for grants for the city. Water & WW Director Salayandia and Police Chief Alirez need to focus on the operations and a grant writer.

City Manager Fuentes added they would look for grants for the city when they are tasked to do so. Commissioner Frankel said it seems like there are two positions. There is a grant writer that would be 9:00 – 5:00 doing the paperwork and another position for someone out there finding grants. City Manager Juan Fuentes said his purpose for presenting this is he sees a need right now with grants that need to be managed. They are not going to be the MainStreet Director and going out for Tourism or Marketing money. If the Commission can fund a marketing director, then they can help with funding sources for those activities.

Commissioner Clark asked about the possibility of flexible hours, when there are not as many grants so they would work less hours in the week. City Manager Fuentes noted as in other job descriptions, we will have other duties as assigned. There is plenty of work that needs to be done and also extra help with development of other projects.

Commissioner Clark also asked Electric Department Director Easley about some projects they have coming up. Electric Department Director Easley responded they have a lot of work to do on the testing and will need grants through that.

Mayor Green asked City Manager Fuentes to put on the agenda a presentation by Jay Armijo to let the Commission understand what the COG is, they have grant writer's on staff, and we are a member and there is money out there. He would think it should be advertised in-house first so if we have someone in-house who would like to apply that we keep that in mind. Mayor Green said number two would be to put dollars aside for grant administration training.

Commissioner Hechler said he is in support of this position, once we put this in place and he would like us to take advantage of grants that are out there. He would like to see this position grow to include this down the road.

Commissioner Clark moved to authorize the City Manager to proceed with the position within the budget and approve Grants/Projects Coordinator position and Job Description. Mayor Green seconded the motion. Motion carried unanimously.

H. REPORTS

1. City Manager

1) City Manager Fuentes let them know the status of the BLM Landfill by the Turtleback Golf Course for a Driving Range, and the Agreement has since expired. They have been working to patent the property which will cost the city less than \$400, and it will require monitoring for a number of years. We will be working with the Turtleback Golf Course for the use of that property and with the NM Environment Department on the monitoring. We will be addressing some of the issues on that property, like erosion and security fencing.

Commissioner Frankel asked when it was in operation and when it was shut down. City Manager Fuentes said it's old, it's back when you were able to burn trash and probably over 30 years or more. So now it's our Landfill. Mayor Green asked what it would cost us to monitor it. City Manager Fuentes said it's required to monitor it on an annual basis, we did some plans to the Solid Waste Bureau. We can come back and present that to the Commission. Mayor Green asked if there is any other money out there we might seek to help with some of the costs we have inherited. City Manager Juan Fuentes said no, it's a liability we agreed to accept. We do not want to disturb that sight, but just to monitor it.

2) City Manager Fuentes said one more item is the Healing Waters Plaza, we are monitoring that weekly. They are bringing new crews to help. The Trellis and Lights have been ordered and they may not arrive in time but they have been ordered and the work will hopefully be done by the end of the month in preparation for the Centennial.

2. City Attorney

None.

3. City Commission

Commissioner Clark thanked staff for sitting through these meetings with us. She thanked George and Sazi for being here today, she appreciates it.

Commissioner Frankel spoke about the Hot Springs Festival this weekend by MainStreet and listed all of the events that are planned. They encouraged all businesses to be open Friday, Saturday, and Sunday. He also encouraged the community owners to get out and clean up and have pride in their community.

Mayor Green thanked Carole Wheeler and the Sierra Twirlers. They have brought people to help showcase our beautiful town. We have been chosen to host 2018 the

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statewide regional event for the Square Dance Championships for a three day event. He thanked the staff members involved.

Mayor Green thanked the Sierra Arts Council for bringing the traveling team from the Santa Fe Opera here to the Civic Center a couple of weeks ago. This is the second year they have done that.

Mayor Green thanked the Fiesta Board and each individual group who was part of the Fiesta for keeping that tradition alive. He thanked KCHS for sponsoring the dance at the Civic Center; the Arts Council for sponsoring the Film Festival; the Sheriff's Posse for putting on the Rodeo; the Lion's Club who have worked and partnered with the Fiesta Board with their insurance.

I. EXECUTIVE SESSION

1. Limited Personnel Matters (Trevor Whitehead Appeal) pursuant to 10-15-1 (H.2)

Item was removed from the agenda.

J. ADJOURNMENT

Commissioner Clark moved to adjourn at 11:36 p.m. Commissioner Frankel seconded the motion. Motion carried unanimously.

Passed and Approved this ____ day of _____, 2016.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



F.2

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Approve the minutes of the May 24, 2016 Regular Meeting.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
TUESDAY, MAY 24, 2016**

The Mayor and the City Commission of the City of Truth or Consequences in the County of Sierra, and State of New Mexico met in Regular Session in full conformity with the law and ordinances of said Commission in the Commission Chambers of said City on May 24, 2016 with the meeting starting at 9:00 A.M.

A. CALL TO ORDER

The meeting was called to order by Mayor Steve Green, who presided and Renee Cantin, City Clerk-Treasurer, acted as Secretary of the meeting.

B. INTRODUCTION

1. ROLL CALL

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

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Kathy Clark, Commissioner (by telephone)
Hon. Rolf Hechler, Commissioner
Hon. Joshua Frankel, Commissioner

Also Present: Juan Fuentes, City Manager
Renee Cantin, City Clerk-Treasurer

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

2. SILENT MEDITATION

Mayor Green read some comments related to the passing of Michael Terrazas. He started working for the city directly out of High School at the Golf Course. He began working for the Water Department in 1995 and was employed with the city for 19 years and resigned in 2014 due to medical issues. He announce the Rosary which will be held on Wednesday. Mayor Green called for fifteen seconds of Silent Meditation and asked us to keep the memory of Michael Terrazas alive and our heartfelt condolences in your thoughts.

3. PLEDGE OF ALLEGIANCE

Mayor Green lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA

Item H.1 will be removed from New Business.

Commissioner Frankel moved to approve the agenda including removing Item Number H.1 from New Business. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

C. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

Mayor Green called for Public Comment, noting those wishing to comment would get three minutes, may only approach the podium once, and any material for the Commission was to be left in the black box by the podium.

Randy Ashbaugh addressed the Commission related to:

- 1) Handed pictures and a letter from the city related to some tires that need to be cleaned up. He said the bottom line is those tires came from the city from the T or C Raceway, of which he has asked for 20 years for them to be removed. It's an eyesore from Kopra and I-25.
- 2) Inside the city limits they have 350 acres close to the city by the raceway and there are tires there too. He has asked the city to clean up the tires. Once the city cleans them up, he will clean the rest of the property.
- 3) He wants to work with the city and clean up the city but he wants to be treated fairly too.
- 4) He still has not had a complete accounting of the impact fees.

Marilyn Pope, Geronimo Springs Museum addressed the Commission related to:

- 1) They have been part of some of the things going on, including Fiesta, Film Fest, and Hot Springs Festival. This was the first year that Fiesta has been close to the crowds we have had at the museum in years.
- 2) They have upgraded lighting, and motion sensors.
- 3) They have done some ads involving other events with the Lodger's Tax. She added they are doing two or three ads for the Centennial. They are trying to make their dollars go farther.
- 4) She is in favor of H.5 related to Lodger's Tax request. They always have to borrow money to pay the ads for Lodger's Tax money.

Manion Long, Old Time Fiddlers Association addressed the Commission related to:

- 1) The Old Time Fiddlers Association was formed in 1972 in T or C. We had 15 Chairmen of the Board. He serves in many positions and is currently the Chairman and the Secretary. In 2014, they suffered a loss of \$5,242. A large part of that was due to the contest they hold each year which was a loss of \$3,814 for the basic expenses of the contest. Another \$3,130 was spent to pay for the division winners. He talked about their contest which has been done for many years and many look forward to that. Last year in 2015, they did not have one because they were in the hole. This year they reserved October 8th for an event. They are not sure if it will be a contest or a Jam Session or what. The key thing is they would like T or C to know they are struggling to

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maintain a cultural icon for the city and Sierra County. They will come forward with a resolution in the near future.

Hans Townsend, Desert View Inn and Chamber of Commerce addressed the Commission related to:

- 1) Presented the Visitor's Guide and let them know the distribution will be to El Paso and Albuquerque.
- 2) They also suffer paying for the article's in Lodgers Tax, this year they paid \$3,000 for the design of the guide. They borrow every year and they have to go out and borrow for the printing of the guide which is \$16,000 for printing. This year we paid \$3,000 for the design and graphics.
- 3) As far as the Fiddlers Association, we have gotten together and decided it's something we cannot let die. The Chamber has already discussed being a sponsor. Everything boils down to money and the prize money is important. If you don't have prize money you don't get those out of town Fiddler's to come down. We may come back to the city with a proposal. We don't want that to die the same as we don't want Fiesta to die.

Audon Trujillo addressed the Commission related to:

- 1) Thanked the Commission for the trash clean up. It was very good for him and many of his friends and he encouraged them to keep doing it.
- 2) Personnel policy. He read the information in the paper about the ordinance for hiring the city attorney and some other stuff. Back in February he called for a workshop to review personnel policies. The City Attorney is suppose to be an employee of the city. It's true the Commission has the power to change the ordinance but you don't have the authority not to follow it. Public Meetings subject to the New Mexico Meetings Act says it provides for Personnel or Policies to be developed or changed as long as it is declared publicly and attended by the members and open to the public. If we get around to discussing the policies, it should not be behind closed doors. It should be open for people to provide input. We have a huge problem in allowing our HR Person to be in the decision process for hiring. HR should be making sure everyone is complying with regulations. They are not supposed to have a vote on the table. They should educate the panel selecting so it happens according to law and our own ordinances and Personnel Policies.
- 3) Healing Waters Plaza. He heard someone in Las Cruces commenting about it. He is an Engineer from Farmington. He claims if we don't spend the money by the date it says, all grant money is returned including the funds we are initially given. He is asking what the status is on that. He has requested information and has not received it.

Sazi Marri, Truth or Consequences MainStreet

- 1) Thanked everyone for making the Hot Springs Festival happen. It was an incredible effort. She thanked all Volunteers, City Workers, and everybody who was involved. They really appreciate it.

- 2) She wanted to acknowledge the effort they will be putting forth to bring more events and utilize the Healing Water's Plaza. She thanked them for all doing an incredible job.

D. RESPONSE TO PUBLIC COMMENTS

Mayor Green pointed out in the true sense of the word community, where two of our organizations reach out to another organization who is in financial stress to help them in keeping the organization alive.

E. PRESENTATIONS

- a. Presentation of the FY 2016-2017 Preliminary Budget. Lori Montgomery, Finance Director.

Finance Director Montgomery presented the Preliminary Budget. The presentation has been added to the agenda packet files. The beginning of the presentation is a recap of the workshop we had. Then she will get into some of the summary information.

After the approval of the preliminary budget and the Approval from DFA, we will come back and finalize some figures and present a final budget to the Commission for final approval. The numbers included are based on numbers entered last week. They will change when we get closer to the end of the fiscal year for the final adoption.

Estimated Revenues does include shared taxes, etc. The hit of \$454,000 of the Small Cities Assistance reduction is also shown in these figures. We had to build a new budget based on that estimated drop. Overall there is an increase of about 2% based on our collections of shared taxes in the current year. She presented the transfers in from the Enterprise Funds at about 34% which almost equals the amount we get in for taxes.

Most expenditures go to Salaries and Benefit, and operations cover about 30% of the expenditures.

City Manager Juan Fuentes brought to their attention in the last column to the right under FY16-17, some of the columns are highlighted and those are the changes they are proposing to make sure we balance the General Fund. For example under transfers, the General Fund use to transfer out \$11,000-\$13,000 to the Corrections Fund for the Care of Prisoners. In this preliminary we are proposing transferring from the Police Department GRT Fund and not from the General Fund. We needed to be able to balance the General Fund because of the reduction in the Small Cities Assistance. The next Category is for the Streets where we previously transferred \$20,000 from the General Fund to the Streets Department. We eliminated that transfer because they have a significant ending cash balance for FY17. The Swimming Pool transfer was increase from \$150,00-\$180,000 which is an operation that depends solely on the General Fund. The Library transfer was a cash flow transfer which we eliminated Capital Improvement last year we transferred \$350,000 out which was for the one time

Capital Expenditures like the Healing Water's Plaza, the HVAC Systems at Lee Belle Center and the Court, and some other one-time expenses. This year it's dropping from \$350,000 to \$25,000 which covers our recurring obligations for software and licenses. Also on the R & R at the Airport we are proposing not to transfer any to that project. They have a little bit of an ending cash balance. Overall there is a 44% decrease of the transfers out.

Finance Director Montgomery continued there was a drop in Salaries from \$3.4 million to \$3.2 million. That is based on several higher salaried people that retired and operating budgets went up slightly, Capital Outlay when down, and transfers went down.

Finance Director Montgomery added we will be bringing back potential salary or COLA increases for staff with the Final Budget.

City Manager Juan Fuentes added it's very important to clarify the Governmental Grants, a lot of cities, not just T or C were affected by the Small Cities Assistance Distribution. Many saw a significant decrease in their distribution. Quite a bit of this was due to the price of gasoline. We have seen in past years the prices were much higher, it's also tied into the oil industry activity as well. Obviously that trickles down to the small cities assistance as well. It's nothing we can do, it's just tied into the state's economic activity. This was part of the reason we had the expenses for a one-time capital outlay expenses for last year, because we had the increase.

Finance Director Montgomery went on to the explanation of each of the funds and their increases or decreases. They also included a summarized list of the projects that are going on now and those that were completed this Fiscal Year which is included in the Presentation in the Agenda Packet. She presented the unfunded Capital needs that were presented at the workshop.

Mayor Green complemented and congratulated staff, in one year we have completed 20 projects by June 30 with a very limited budget.

Mayor Green received an email from Kathy Clark who had some questions.

- 1) Debt Service on page 2 that is increased from \$529,000 to \$724,000. All of these are just strictly for explanation.

Finance Director Montgomery responded the Debt Service is taken from the Debt Service summary page. There is a subsequent page that outlines all of the different loans and applications and the different grants and their matches. All of the different funding schedules tie into each one of the required payments that are made over the year. The Finance Officer has a single spreadsheet on every single one of the loans and takes all of the payments due for that fiscal year and that flows to the new amounts that are due. You have increased the debt from the old amount to the new amount.

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Mayor Green asked if it was fair to say, one of those increase is due to the loan we had to take out because of the grant for USDA. Finance Director Montgomery confirmed that.

On Page 5, Administrative Operations, \$91,000 to \$141,000. Finance Director Montgomery said that is not correct, she is comparing the 2014 budget to the 2016 budget. The 2015 Budget to 2016 Budget shows \$141,000 to \$141,000. She sent out the corrected summary sheets.

Commissioner Clark's next question was on Personnel Variation on Page 7. City Manager Fuentes thinks she is referring to the percentage of the decrease. Finance Director Montgomery looked for that and didn't understand what she was looking at. Some of the Personnel Services had a decrease and it shows the change is zero.

City Manager Fuentes responded this is the summary sheet that is tied into the detailed worksheets. Some of the detail was using the amounts from prior years and it's probably best to look at some of the detail from each individual departments.

Mayor Green went to number 7, the Capital Outlay for Convention Center. That is that 1% for \$46,000. He thinks her question is where that money is going to be spent. Finance Director Montgomery responded it has not been determined. It was to be spent on some kind of capital according to the Statutes.

Mayor Green went on to page 50, line item number 36-01-735 postage and mail services had a dramatic increase. Finance Director Montgomery said that is the Joint Utility Dept. and it's based on actual postage and cost of bills to mail out the bills.

Page 56/58 Solid Waste/Wastewater Rates were raised 30% by the Commission and where that is reflected. Finance Director Montgomery said based on the current actual revenues that is what we received so far. It's based on actuals. They will look at those numbers more closely for the end of the year and it will be changed to actual.

Mayor Green asked about Lodgers Tax which is down 8%. Is that because the last quarter has not been turned in and you can't project the total? We spend a lot of money on our Tourism and he is upset to hear our Lodger's Tax which is a measure of what we are doing is down 8%. City Manager Fuentes responded he wants to make sure we are looking at the detail. The biggest drop has been in promotion and advertising. This is the money of the activity we have received to date. We have estimated what we think we will be at in June when we match to the actual collection. We still hopefully anticipate the Advertising Grant at \$50,000 and we still have the 1% Convention Center Fee which can only be used for certain purposes as Finance Director Montgomery indicated.

F. CONSENT CALENDAR

1. City Commission Workshop Minutes, May 4, 2016
2. Public Utility Advisory Board Minutes, April 18, 2016
3. Public Arts Advisory Board Minutes, March 21, 2016

4. Approve the resume of Paul S. Chavez to perform Resident Project Representative (RPR) services for WWTP Improvements Phase 1 Project

Commissioner Hechler moved to approve the consent calendar as listed. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

G. ORDINANCES, RESOLUTIONS, AND ZONING

1. Discussion/Action: For Publication, Ordinance No. 669 15/16 amending Chapter 14, Article II, Section 14-30 Access to Property; Inspection. Christina Bruch, Electric Dept. Admin. Asst.

Electric Dept. Admin. Assistant Bruch is presenting another revised version of Ordinance No. 669 for publication. She worked with Commissioner Clark and George Szigeti to come up with two changes and a side note to the ordinance. In section 2: they added the intent of the ordinance to say we are not out to shut everyone off for service if they are not in compliance, we just want to make it more accessible. The Second change was in Section C for Meter Relocation: they added that correction that says, Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. By which they are saying moving the meter will not always be the answer. Then Commissioner Clark was concerned about siting the PRC Regulations about shutting off electricity for ill persons. John Appel stated we should not site it but we could use the wording. So she put in used the wording in section B for that. Those are the only changes we made and they are asking for approval for publication.

Commissioner Frankel asked if Commissioner Clark was in favor of the changes. Electric Dept. Admin. Assistant Bruch said yes and she read the email she received from Commissioner Clark stating, "This is one Class Act Ordinance, it's provides for the Utility Dept. while protecting the public's right to due process. In addition it respects previous efforts the public would have made to follow code. Nice Job."

Mayor Green added they did a really nice job.

Mayor Pro-Tem Whitehead moved to approve for publication, Ordinance No. 669 15/16 amending Chapter 14, Article II, Section 14-30 Access to Property; Inspection. Commissioner Hechler seconded the motion. Motion carried unanimously.

2. Discussion/Action: Resolution No. 30 15/16 Adopting the FY 2017 Preliminary Budget. Lori Montgomery, Finance Director

Finance Director Montgomery said before you, you have Resolution No. 30 15/16 Adopting the FY 2017 Preliminary Budget. She asked for approval of the resolution to present to DFA.

Mayor Pro-Tem Whitehead moved to approve Resolution No. 30 15/16 Adopting the FY 2017 Preliminary Budget. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

H. NEW BUSINESS

1. Discussion/Action: Hot Springs Women's Club requirements for Miss Fiesta Pageant. Sandy Whitehead, Mayor Pro-Tem

Item was removed from the agenda.

2. Discussion/Action: Request by Bountiful Babies to consider awarding the first six months of last year's Subrecipient Grant. Wendy Sager Evanson, Bountiful Babies

Ms. Evanson presented her request. They didn't get the information in for this year's application. It was a communication glitch and she said it was unfortunately. She said the contract was to pay their utilities and they didn't take occupancy until December and they didn't open their doors until January. They are asking the city to consider paying the first half of the allocation that was given for last year because it wasn't used. They have a very small budget and most of the work is done pro bono. If there is any chance of a possibility they would like to Commission to consider.

Mayor Green said he appreciates the way they are handling not meeting the deadline and he appreciates what she and her volunteers do for the community and for years to come. In his personal opinion, he doesn't see any reason to deny this request. We gave this request for a year and here is an incident where they could not control the contractor's time schedule and they perform a vital and necessary service to the community. His position will be to vote for a six month extension for that portion of the utility bill.

Commissioner Frankel moved to approve the request by Bountiful Babies to consider awarding the first six months of last year's Subrecipient Grant for utilities. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

3. Discussion/Action: Request by Hot Springs Cemetery Association to appeal the rejections of their Subrecipient Grant Application. Hot Springs Cemetery Association

Mayor Pro-Tem Whitehead recused herself from this item.

Mr. Gary Whitehead addressed the Commission and they unfortunately did not get the funding application in before the deadline. Staff does a good job to get those to them and they just overlooked it. They have received this funding for the last 14 years that he has been aware of. This organization works to take care of the cemetery at 9th and Cedar and is funded by donations from folks that have family buried there. They also

CITY COMMISSION MAY 24, 2016 REGULAR MEETING MINUTES

has an endowment fund that was set up and they also fund it with the \$6,000 grant from the city. They employ one Part-Time and One Full-Time employee that takes care of the weed eating and mowing. The largest part of taking care of the place is watering the trees which need to be done by hand. It would be impossible to put together a watering system because some of the graves are not known and some headstones are above ground.

Mayor Green said this is what they call a conundrum. If we allow one organization to get funding then there he feels they are obliged to open it for every organization. Mathew 25 didn't even apply this year and he's sure it's because they are dealing with the loss of the founder. The last time they gave in, it almost enabled organizations not to be in on time and not to file their reports. He appreciates what their organization does and what they do. He feels it will create chaos.

Mr. Whitehead said last year, they discussed the reduction in the budget last year which was added back in the middle of the year. But he reminded them the cemetery is the property of the city and the Association takes care of it for the city. He asked for money to be put in the Parks Department budget for the care of the cemetery. He will give the Olive Branch and say they can manage and take care of it this year. But he asked the City Manager to take a look at putting it in the budget so we can take care of it. He's not asking to add to the Lodger's Tax, he's asking for assistance with the cost to take care of it. He asked them to be aware of that and think through that.

There was no motion. The item died for the lack of a motion.

4. Discussion/Action: Sub recipient Grant Allocations for Fiscal Year Ending 2016. Juan Fuentes, City Manager

City Manager Fuentes gave an overview of the application that were received requesting Subrecipient funding. You have a worksheet showing what was allocated in past Fiscal Years and what they are currently requesting. The first category funding through the General Fund, there is \$43,000 set aside which is the same as last year. You have some of the line items which was used for other requests. Most of the organizations are present if you have any other questions.

Mayor Green pointed out you will see funds of \$43,000 in our budget for allocation, but it only shows \$37,000 for reason that Matthew 25 was awarded \$6,000. There are a couple of things we can do. We can take that \$6,000 and appropriate it to the organizations we are looking at. Or we could not appropriate it and lean it in the Governing Body's budget to be used at the discretion of the Commission as we move forward. It would not increase the budget but it would be something we can use for the needs of our community.

Commissioner Frankel said everything is tight and it will hurt across the board.

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Mayor Green does understand what volunteerism is about, it's become his career pathway for the last 15 years. And he understands the impact these organization have on our community. Yes, money is tight and everyone will have to share the pain. He asked if they want to leave it with the awards of last year for the \$37,000 and put the \$6,000 in a fund for next year or break up that \$6,000 to those who presented their applications.

Mayor Pro-Tem Whitehead had a question on why the Domestic Abuse Intervention Center had a significant increase in their request. Mayor Green said he read they have a large increase in the rental fees and they didn't in the past. He asked if there was somebody in the audience. He feels other entities such as the County, Williamsburg, and Elephant Butte should also be contributing. With that said they serve a vital role and we should not bare 100% of the cost.

Mayor Green moved to approve to award the Boys & Girls Club of Sierra County, \$9500; Companion Animal Action Tema (CAAT), \$1,000; Domestic Abuse Intervention Center, \$2,500; and Sierra Joint Office on Aging \$24,000, and the Bountiful Alliance decision we made leaving \$6,000 to use for FY2017. Commissioner Frankel seconded the motion. Motion carried unanimously.

Additional Funding requests coming out of the Lodger's Tax Fund include: Friends of Elephant Butte State Park; Geronimo Museum; Geronimo Trail Scenic Byway; MainStreet Truth or Consequences.

Mayor Green referred to the worksheet with the recommendation. The reason for the increase in MainStreet is that is a contract between three entities which is the City, MainStreet, and the Economic Development Department. It's done by population and our portion must be \$35,000 to receive state funding.

Commissioner Frankel said he worked with the Lodgers Tax Advisory Board for a number of years. He doesn't see how the Fireworks benefit the city or how it generates Lodger's Tax for the City. It's more of a local event for campers. Commissioner Hechler feels differently he said there are over 100,000 people who come to that event, they are not all campers. And he is sure the hotels have been filled during that event and he would be wary of cutting funding to that event, knowing they are struggling to get money for that event. Mayor Green has been checking with some hotels and he agrees with Commissioner Hechler, there are people who stay in town and put heads in beds. It's also for our own citizens to have an opportunity to see the largest display in the state.

Mayor Pro-Tem Whitehead asked if we have this amount budgeted this year. City Manager Fuentes responded yes we budgeted the same amount as last year in the preliminary. It's at the discretion of the Commission.

Mayor Green moved to approve the award to Friends of Elephant Butte Park, \$1,000; Geronimo Museum, \$3,500; Geronimo Trail Scenic Byway, \$3,500; MainStreet Truth or Consequences, \$35,000. Motion died for the lack of a second.

CITY COMMISSION MAY 24, 2016 REGULAR MEETING MINUTES

Mayor Green asked we can leave this number in the budget and bring this item back on the first meeting June for allocation.

5. Discussion/Action: Recommendation by the Lodger's Tax Advisory Board for the City to become the Fiscal Agent and reimburse the actual vendors, not organizations. Hans Townsend, Lodger's Tax Advisory Board Member

Mr. Hans Townsend presented the item which was brought up because this is the way it was done over three years ago. It was brought up because he assumes the city has to set up new vendors to write the check. The big difference is to the organizations that don't necessarily have the money to pay the bill before it's reimbursed to the organization. It's a burden on those other organizations. We are asking to go back to the way it was and we bring in the tear sheets and it's paid to the business. It's just a difference in who you write the check to. The Lodger's Tax Board is requesting the city to consider becoming the Fiscal Agent and reimburse the actual vendors and not the organizations. It's become a hardship to the organizations who don't have capital.

City Manager Fuentes had a couple of quick comments. He believes Linda Sparks email her comments on how we handle these funds. And anytime we involve the city directly, we have to follow the procurement code, which was one of the issues we have dealt with in the past. Which means these organizations will have to make sure they follow that and submit quotes and that's going to create additional load and responsibility on the organizations. One of the reasons we do it this way is it gives the organizations more flexibility on how they spend their funds. We don't need to have quotes with the way it is. But if the city pays directly, they will be required to get quotes and provide those with the advertisement.

Mayor Green said he does not disagree with the concept. He does agree with staff response of the hardship it will cost the city. Section 7-211 in the Lodger's Tax awards, it says the Governing Body shall administer the Lodger's Tax monies collected. He asked if the city could designate another organization to take over the administration of the Lodger's Tax funds so it would not come back to the municipality to administer the program. They would be the guardian of the funds and it would not be the city. For a small amount of money an inordinate amount of staff time is spent on this process. His opinion is to get it out of the city and appoint someone to be the administrator of the funds.

City Manager Fuentes said it is in other communities who pay someone to be a fiscal agent. They are presented with ideas and they take care of the process. If we can find an organization that has the capacity, we would only have one contract with one organization. Mayor Green asked if that is something that can be done by July 1. City Manager Fuentes said we can task staff and the City Attorney to prepare a proposed agreement if we can identify an organization.

Commissioner Hechler asked if we find an organization, how will it be funded. Will it be funded directly out of Lodger's Tax?

City Manager Fuentes said for example, we would allocate \$46,000 for the funding that is applied for. Depending on the fiscal organization, we would have to work out an Administrative Fee they would charge that would come out of Lodger's Tax.

Commissioner Frankel asked if there part of the payroll of the staff member who takes care of this administration. City Manager Juan Fuentes said it doesn't cover a certain purposes. The administrative fee the General Fund pays is for the bookkeeping we pay for the services.

Mayor Green moved to authorize staff to see if arrangements can be made for a Non-Profit Organization to take over the functions of the Lodger's Tax allocations that are put into the budget for distribution to Non-Profit Organizations for marketing events and putting heads in beds. Commissioner Hechler seconded the motion. Motion carried unanimously.

6. Discussion/Action: Lodger's Tax Allocation for Fiscal Year Ending 2016.
Juan Fuentes, City Manager

City Manager Fuentes said in your packet you have the applications, the summary of the requested funding, and the recommendation of the Lodger's Tax Board. The organizations that submitted an application included: The Chamber of Commerce; Clint Benjamin Memorial Team Roping; Friends of Elephant Butte Lake State Park; Geronimo Springs Museum; MainStreet Truth or Consequences; Sierra Arts Council; and T or C Fiesta. Some of the organizations listed as ineligible due to either not submitting their application in time or other missing information were: New Mexico Old Time Fiddlers Association; The Bountiful Alliance/Farmers Market; and Veterans Memorial Park Museum Trust Board. As you can see from the worksheet, the board did recommend funding all of these organizations including the ineligible organizations. There are representatives in the audience to answer any questions you have and the funds for distribution are \$46,000.

Mayor Green gave an update on the State Tourism Department and the increase in the New Mexico Clean & Beautiful and the decrease in the Cooperative Grant amount which the city has very successfully received in the past. We now have the potential of losing the \$40,000 marketing program. He thanked those organization that are here and for what they do. But be aware that we cannot just spend money and not track it and not know how many heads are on those pillows. To him these applications are well meaning but there is no science in them. He asked what they feel works better for us, the Marketing Firm we use which is one of the top rated in the Country, or the firm who will put us in the Albuquerque Journal? Why don't we sit down with all of the organizations who are advertising and find out where they are going to spend it.

Mayor Green began with some of those who submitted requests. The Clint Benjamin Roping Team Roping is asking for money for prizes for saddles. In his opinion, that is not what Lodger's Tax is about. You can spend 20% for T-Shirts & Mugs, etc. But he doesn't see how saddles would be the best use of these funds. Prize money should come from their admission and entry fees. Lodger's Tax strictly exists to put Heads in Beds. He also had a problem with the Chamber would like to know how much revenue they produce because of the ad. Mr. Townsend told us how much it costs to print the brochures, but he would like to know how much they receive for the ads that are included. Friends of Elephant Butte created an event to support the fireworks. They are having a hard time scraping together the \$25,000. They created an event to support the Fireworks which is cute, but what are methods of tracking your event. Park attendance estimated was anticipated 50% will attend the Boat, RV, and Adventure Show. So they are talking about 40,000 people are going to come to this. He hopes it's correct, but where is the science behind this. He doesn't see how many organizations are producing two day events. Two day events will see Heads in Beds and will create Lodger's Tax for marketing. He would like to see more accountability on where and how the funds were spent and the Return on Investment.

Mayor Green hates to change horse's midstream, but he doesn't think there is enough information to make a decision. It's not spelled out in the application process where the entity is giving enough information for the Commission to make a decision.

Commissioner Frankel said if it is possible to take the allotment amount and pass that as a total and go over them in the next few months and reallocate them at a later date. He wondered if we could recognize the recommendations of the Lodger's Tax Board and not take their full recommendations.

Mayor Green said he heard Commissioner Frankel say it would be in a couple of months. He knows organizations may have plans to run events in the next couple of months. He suggested, if they need more time to give this more thought. He suggested we approve this amount and put on the distribution of those dollars for the first meeting in June.

Mayor Green moved to approve the awarding of \$46,000 to the eligible organizations and bring it back to the June 14 meeting for a decision. Mayor Pro-Tem Whitehead seconded the motion. Motion carried unanimously.

7. Discussion/Action: Bonding Services Agreement with George K. Baum related to Swimming Pool Project. Juan Fuentes, City Manager

City Manager Fuentes presented the item. As reported during the preliminary budget, the feasibility study for the Wellness Center and Swimming Pool Project is a partnership with the T or C School District which was included in April 2016. The School District does have some funding available for the Wellness Center which is a gym. They have been working toward getting that project completed for some time now. We have identified a piece of property that is city property next to the High School. That could be

used for both of these projects. The Commission has made an offer to the school for that property and they will discuss it at their next meeting. For the city side to proceed forward with the Swimming Pool, now that we have identified what it would cost, the location, and how it would tie in, the next step is how we would fund it. This Agreement would be the next step in moving forward with this project. George K. Baum is a company we have used in the past for the Solid Waste Collections Center, who can explore through bonds or other means to conduct an analysis on how we can fund this project. It can range anywhere from two to four million dollars depending on whether we want it enclosed or open. All of that would have to come back and be presented to the Commission.

Mayor Green said it's an exciting project to be able to partner with another entity in the community.

Mayor Green moved to approve the Bonding Services Agreement with George K. Baum related to Swimming Pool Project. Commissioner Frankel seconded the motion. Motion carried unanimously.

I. REPORTS

1. City Manager

- 1) We do have the patent of the T or C Landfill Property next to the Golf Course. In the new fiscal year, Andy will be presenting some items for fencing and other items we need to take care of that property.
- 2) Tomorrow Andy, him, and Michelle will be attending a RAID Grant meeting for the Forklift. We got the grant for \$32,000.

2. City Attorney

None.

3. City Commission

Commissioner Hechler reported on the Trash Initiative. He thanked City Manager for allowing the staff to be there for the event. We had a lot of help on hand that day which helped. He gave some stats on last year we collected 74.96 tons of trash. This year we had 69.40 tons and that does not include the amount the county brought in. Most of that looked like Construction Debris this year. We appreciate the county being involved. As we continue on the initiative to clean up, he would like to have City Manager Fuentes work on a way to get the Raceway cleaned up. We need to figure out a way to work with Mr. Ashbaugh on that property.

Commissioner Frankel reported on the success of the Hot Springs Festival. He thanked MainStreet and city staff who were instrumental in making it a success. Before our next Commission meeting we will have the Centennial and the Commission will have the opportunity to be in the parade. He invited the Commission to join him in doing a float for the Commission. Mayor Green said he will join him. Commissioner Frankel said he will work on getting a float together and asked for a Potential Quorum

Notice to be posted. There has been a lot of work on the event and it's an opportunity to get out and showcase our pride in this community.

Mayor Green said we are inviting many dignitaries from the state to the event. To show unity and solidarity on the part of the Commission is very important. He had a few comments on the cleanup. First he thanked the citizens for realizing this was a great opportunity. At the end of the day we had about 5-6 trailer loads, which costs close to \$6,500. We would gladly incur that cost if it would mean at the end of the year our city is prettier. He thanked both newspapers for getting this on the first page of both newspapers and more than once. He appreciates what they do to help us get the word out. He thanked the Bountiful Alliance for water and sweets and the Chief who brought 10 cases of water.

J. EXECUTIVE SESSION

1. Threatened or Pending Litigation (City vs. Hot Springs Land Development)
Pursuant to 10-15-1(H.7)

Mayor Pro-Tem Whitehead moved to approve going into Executive Session at 11:15 a.m. to discuss Threatened or Pending Litigation (City vs. Hot Springs Land Development) *Pursuant to 10-15-1(H.7)*. Commissioner Hechler seconded the motion. Roll call vote was taken by the Clerk. Motion carried unanimously.

Mayor Green stated that the Commission was now in Open Session at 11:45 a.m.

Mayor Pro-Tem Whitehead certified that only matters pertaining to Threatened or Pending Litigation (City vs. Hot Springs Land Development) was discussed in Executive Session and no action was taken.

Mayor Pro-Tem Whitehead moved to authorize staff and our legal counsel to move forward with their legal recommendations made to the Commission. Commissioner Frankel seconded the motion. Motion carried unanimously.

2. ADJOURNMENT

Mayor Pro-Tem Whitehead moved to adjourn at 11:46 a.m. **Mayor Green** seconded the motion. Motion carried unanimously.

Passed and Approved this 14th day of June, 2016.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Approve the minutes of the April 6th and May 3rd, 2016 Golf Course Advisory Board Meetings.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016

Minutes of the City of Truth or Consequences, Municipal Golf Course Advisory Board- April 6th, 2016

Roll Call; Les Dufour, Leroy Bierner and Linda Hale were present; Mary Ann Weaver and Vivian Bonner were absent. A quorum exists and the meeting was called to order.

The meeting was called to order at 5:10 PM

3. Hale moved to approve the Agenda and Bierner with a second, passed unanimously

4. No Guests were present

5. Public Comment-None

6. At the March 2nd meeting Ron Pacourick asked which fee schedule was active. In response, the board received an email from the City Manager that indeed, Resolution #23-15/16 contains the correct fees.

7. Hale moved to approve the minutes from the last meeting after correcting the date on the heading to March 2nd & Les Dufour seconded the motion, it passed unanimously.

8. A. \$1 fund- Tabled by Dufour

B. Long Range Plan –Hale created a draft Excel document with a list of all projects that we have a record of items purchased or projects completed, this will be a working document, members took the document for review. Gaps in information exist, Bierner agreed to attempt to back fill some information.

9. A. Course Condition –waiting for warmer evenings for seed to germinate properly.

B. What should Terry do for the Fiesta Tourney? SdR is not interested in sharing the two day tournament on May 14 & 15. Discuss around the possibility of patching #1 & #6 greens to expedite the time needed to use them versus having the tourney using the temporary greens. Pros and cons are being weighed.

C. Equipment is here! Greens mower, rough mower, aerator (used) and all work great!

D. A discuss was held about “rounding” daily fees for carts and green fees only. The discussion led into the cost to run carts and the possibility of a lease/purchase agreement with a cart company. Projections were made on how many carts would need to be rented to pay for this program. Further discussion is needed here. Terry is willing to take the rounded fees to the Commission if the Board isn’t. The Board does not have consensus yet, but does have a majority opinion. No vote was taken due to the number of absent members.

E. Liquor License- Terry must travel to State Taxation and Revenue to get the packet of documents submitted, then submit to the city. Optimistically, it may be the last step in the process?

10. New business- none brought up

Adjournment – Leroy moved to adjourn Linda seconded the motion at 6:35 PM, unanimously passed.

Approved: Les Dufour 5/4/16
Chairperson
Les Dufour

TRUTH OR CONSEQUENCES GOLF ADVISORY BOARD
MEETING OF MAY 3rd, 2016 5pm
T OR C MUNICIPAL GOLF COURSE

Meeting was called to order by Les Dufour at 5pm.

Members present: Chairman Les Dufour, Linda Hale, Mary Ann Weaver, Leroy Bierner and Vivian Bonner, Also present was Course Manager Terry Taylor.

Guest Present: Terry Vandeventer

Approval of Agenda: motion made by Linda Hale second by Leroy Bierner. Motion passed.

Reading and Approval of Minutes of April 6th, 2016 meeting. Minutes were read and Motion made to accept by Leroy Bierner, second by Linda Hale.

Committee Reports: Dollar fund was discussed. Leroy Bierner was requested by board to follow up on a report from the Truth or Consequences City as to funds in and funds spent. Leroy accepted.


Long Range Planning: Linda Hale is finishing up on the Long Range Plan. Linda will show issues solved and accomplish and will voice future plans. Issues discussed were cleaning up the material behind number #1 green and a Sand Filter.

Course Condition, Pumps, and Equipment were discussed by Terry Taylor. Terry Taylor addressed the green problems, sprinkler problems and the need for a sand filter. The pumps are not an issue at this time. Terry Taylor also stated that the City Commissioners and Juan Fuentes have been very helpful and willing to support the Golf Course.

Daily Fees were discussed by the Golf Board and Linda Hale has drawn up a proposal for Terry Taylor to bring to the City Commissioners and Juan Fuentes. A motion was made and it passed 4 to 1 for Terry Taylor bring and discuss with the Truth or Consequences Commissioners and Juan Fuentes.

Liquor License was next on the Agenda and Terry Taylor informed the Golf Advisory Board of all the different issues concerning the Liquor License. He described the many trips to the different offices to accomplish this Liquor License. It is hopeful that it will be solved by the Truth Or Consequences Fiesta.

Les Dufour called for the meeting to be adjourned. Mary Ann Weaver made a motion to adjourn and Linda Hale second. Motion Passed. Les Dufour then stated the next Golf Advisory Board Meeting will be Wednesday June 1 at the Truth or Consequences Municipal Golf Course at 5pm. Meeting Adjourned.

Approved: June 1, 2016

Chairperson



F.4

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Accounts Payable – May 2016

BACKGROUND:

STAFF RECOMMENDATION:

SUPPORT INFORMATION:

- Accounts Payable List for May 2016

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 06/14/2016
E-mail: pat@torcnm.org	Phone: 575-894-6673 ext. 312	



Truth or Consequences

EOM AP Report By Fund

Payment Dates 5/1/2016 - 5/31/2016

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
RENEE L. CANTIN	042216	05/13/2016	MILEAGE DUE/ALBUQUERQUE	101-1001-42305	24.44
RENEE L. CANTIN	042216	05/13/2016	PER DIEM DUE/ALBUQUERQUE	101-1001-42310	53.40
MIKE HOOGLASIAN	042816	05/13/2016	PER DIEM DUE/ALBUQUERQUE	101-1014-42310	23.00
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1003-43775	59.42
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1007-43775	502.32
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1008-43775	54.00
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1009-43775	59.42
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1010-43775	178.25
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1011-43775	59.42
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	101-1014-43775	118.84
BEATRICE SANDERS	050616	05/13/2016	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	24.44
MARGARET CLANTON	050616	05/13/2016	MILEAGE DUE/ALBUQUERQUE	101-1002-42305	24.44
MARGARET CLANTON	050616	05/13/2016	PER DIEM DUE/ALBUQUERQUE	101-1002-42310	53.40
BEATRICE SANDERS	050616	05/13/2016	PER DIEM DUE/ALBUQUERQUE	101-1002-42310	53.40
ROBBIE TRAVIS	050616	05/13/2016	MILEAGE DUE/LAS CRUCES	101-1010-42305	12.30
ROBBIE TRAVIS	050616	05/13/2016	PER DIEM DUE/LAS CRUCES	101-1010-42310	36.40
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1001-41226	118.03
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1002-41226	69.22
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1003-41226	125.03
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1004-41226	251.38
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1007-41226	753.32
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1008-41226	68.60
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1009-41226	81.85
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1010-41226	92.47
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1011-41226	300.77
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1012-41226	118.75
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1014-41226	271.33
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	101-1016-41226	185.06
POSTMASTER	051016	05/13/2016	POSTAGE	101-1002-43735	94.00
APPLE TREE EDUCATIONAL CEN...	051016	05/13/2016	FIESTA PARADE CLEAN-UP	101-1003-60781	500.00
NM MUNICIPAL LEAGUE	051116	05/13/2016	REGISTRATION FEE/BEATRICE S...	101-1002-42720	300.00
BEATRICE SANDERS	051716	05/13/2016	ADVANCED MILEAGE/SANTA FE	101-1002-42305	136.45
BEATRICE SANDERS	051716	05/13/2016	ADVANCED PER DIEM/SANTA FE	101-1002-42310	324.00
WEX BANK	095641	05/13/2016	UNLEADED	101-1003-43316	23.08
LAS CRUCES SUN NEWS	101113080	05/13/2016	NOTICE/RFP-ANNUAL AUDIT SE...	101-1004-43740	48.16
NM VETERANS HOME	1028	05/13/2016	COLLECTION FEE/ POLICE OFFIC...	101-1004-44615	20.00
NM VETERANS HOME	1028	05/13/2016	COLLECTION FEE/ POLICE OFFI...	101-1004-44615	20.00
NM VETERANS HOME	1028-1	05/13/2016	COLLECTION FEE/ ELECTRIC ME...	101-1004-44615	20.00
WEX BANK	153028	05/13/2016	UNLEADED	101-1007-43316	20.68
POOL PRO, LLC	160375	05/13/2016	Acid Magic (15 gal)	101-1014-44607	1,270.00
POOL PRO, LLC	160375	05/13/2016	Venturri Pvc Connection	101-1014-44607	150.00
POOL PRO, LLC	160375	05/13/2016	50# Calcium Hypochlorite 1"	101-1014-44607	1,220.00
MHQ OF NEW MEXICO	2208	05/13/2016	Spotlight: 245K CP 6" diameter ...	101-1007-47420	240.00
MHQ OF NEW MEXICO	2208	05/13/2016	Mount Kit: Passenger side spotl...	101-1007-47420	62.50
MHQ OF NEW MEXICO	2208	05/13/2016	Replacement Lamp: Par 46 Unit...	101-1007-47420	330.00
MHQ OF NEW MEXICO	2208	05/13/2016	Electrical Wire/loom/switches/...	101-1007-47420	85.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MHQ OF NEW MEXICO	2208	05/13/2016	Labor: To install above listed it...	101-1007-47420	1,089.69
MHQ OF NEW MEXICO	2208	05/13/2016	Push Bumper: PB450L2 alumin...	101-1007-47420	501.75
MHQ OF NEW MEXICO	2208	05/13/2016	Under Mirroe Light: Intersector...	101-1007-47420	148.20
MHQ OF NEW MEXICO	2208	05/13/2016	Under Mirror Light: Red Interse...	101-1007-47420	148.20
B & H OIL CO.	39600/39392	05/13/2016	UNLEADED	101-1009-43316	383.82
B & H OIL CO.	39600/39392	05/13/2016	DIESEL	101-1009-43317	102.60
B & H OIL CO.	39651	05/13/2016	UNLEADED	101-1007-43316	1,287.92
B & H OIL CO.	39653	05/13/2016	UNLEADED	101-1012-43316	39.06
B & H OIL CO.	39659	05/13/2016	UNLEADED	101-1014-43316	380.60
B & H OIL CO.	39661	05/13/2016	UNLEADED	101-1008-43316	279.57
BAKER & TAYLOR, INC.	4011570865	05/13/2016	BOOKS PER ATTACH LIST	101-1016-44830	100.37
TALON SEPTIC & POTTY SERVICE	657	05/13/2016	CLEAN & SERVICE PORTABLES	101-1009-44607	819.00
WEX BANK	7807236	05/13/2016	UNLEADED	101-1010-43316	132.94
CABINETS & MORE	0416	05/20/2016	Granite Counter Top	101-1014-80805	250.00
EB LOCKSMITH. LLC	041616	05/20/2016	SERVICE CALL/GOLF COURSE	101-1014-80805	135.23
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1001-43775	481.37
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1002-43775	93.03
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1003-43775	508.54
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1004-43775	478.06
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1005-43775	114.28
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1007-43775	215.65
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1009-43775	209.23
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1010-43775	441.54
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1011-43775	24.05
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1012-43775	196.01
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	101-1014-43775	263.26
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1001-41226	118.03
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1002-41226	71.62
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1003-41226	121.23
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1004-41226	251.38
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1007-41226	730.44
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1008-41226	68.60
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1009-41226	65.53
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1010-41226	92.47
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1011-41226	304.37
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1012-41226	118.75
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1014-41226	136.73
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	101-1016-41226	185.06
THE GLOVE WAGON	103983	05/20/2016	freight	101-1012-44607	20.82
THE GLOVE WAGON	103983	05/20/2016	gloves	101-1012-44607	102.50
SCHAAF AUTOMOTIVE	15	05/20/2016	Paint Labor	101-1007-47420	540.00
SCHAAF AUTOMOTIVE	15	05/20/2016	Paint Supplies	101-1007-47420	436.50
SAMBA HOLDINGS, INC.	201604	05/20/2016	DRIVING RECORDS	101-1004-44615	26.26
WORKING PERSON'S STORE	2195023-01	05/20/2016	steel toe work boots Randy Baca	101-1012-44615	103.49
NU-WAY LAUNDRY & CLEANERS	25330	05/20/2016	CLEANING OF CITY RUGS	101-1014-44607	218.68
HOLT MYNATT MARTINEZ P.C.	44145	05/20/2016	SERVICES/GENERAL	101-1000-43597	2,145.02
HOLT MYNATT MARTINEZ P.C.	44146	05/20/2016	SERVICES/REIDEMANN	101-1000-43597	4,513.91
HOLT MYNATT MARTINEZ P.C.	44147	05/20/2016	SERVICES/RUBIN	101-1000-43597	1,493.95
HOLT MYNATT MARTINEZ P.C.	44149	05/20/2016	SERVICES/THOMAS	101-1000-43597	373.68
HOLT MYNATT MARTINEZ P.C.	44418	05/20/2016	SERVICES/BURFORD	101-1000-43597	276.20
Warm Springs Rent All	45259	05/20/2016	22.35	101-1003-60781	285.32
CHERRILL'S WESTERN	4974-4	05/20/2016	long sleeve shirts for Able Tijeri...	101-1014-42620	210.00
CHERRILL'S WESTERN	4974-4	05/20/2016	wrangler jeans for Abel Tijerina	101-1014-42620	239.94
QUILL CORPORATION	5526479	05/20/2016	HIGH YEILD 4 PACK INK CARTRI...	101-1002-44606	193.98
QUILL CORPORATION	5526479	05/20/2016	STAPLES	101-1002-44606	10.74
QUILL CORPORATION	5526479	05/20/2016	MANILA FOLDERS	101-1002-44606	71.96
QUILL CORPORATION	5526479	05/20/2016	HAND SANITIZER	101-1002-44606	19.99
QUILL CORPORATION	5526479	05/20/2016	LASER POINTER	101-1002-44606	24.99
QUILL CORPORATION	5526479	05/20/2016	MESSENGER BAG	101-1002-44606	36.49
QUILL CORPORATION	5526479	05/20/2016	LOGITECH KEYBOARD/MOUSE ...	101-1002-44606	59.99

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QUILL CORPORATION	5526479	05/20/2016	SHIPPING TAPE	101-1002-44606	67.38
QUILL CORPORATION	5526479	05/20/2016	GEL STICK PEN BLUE	101-1002-44606	42.98
QUILL CORPORATION	5526479	05/20/2016	COTH TAPE 10 PK	101-1002-44606	25.29
QUILL CORPORATION	5526479	05/20/2016	ASSORTED COLORS FILE FOLDE...	101-1002-44606	47.97
QUILL CORPORATION	5526479	05/20/2016	HIGH YIELD BLACK CARTRIDGES	101-1002-44606	75.98
QUILL CORPORATION	5526479	05/20/2016	TAPE FOR LABEL MAKER	101-1002-44606	39.98
QUILL CORPORATION	5526479	05/20/2016	POSTIT NOTE PADS	101-1002-44606	5.99
QUILL CORPORATION	5526479	05/20/2016	DRYERASE MAKERS	101-1002-44606	9.78
QUILL CORPORATION	5526479	05/20/2016	IPAD CASE	101-1002-44606	79.99
QUILL CORPORATION	5649687	05/20/2016	SAFCO REPLACEMENT CYLINDER...	101-1002-44606	63.00
QUILL CORPORATION	5649687	05/20/2016	DRY ERASE BOARD 36X48	101-1002-44815	60.89
QUILL CORPORATION	5649687	05/20/2016	ERGONOMIC FABRIC TASK CHAI...	101-1002-44815	1,199.96
SIERRA COUNTY SENTINEL	8143	05/20/2016	HELP WANTED/ W/WW OPERA...	101-1004-43740	20.89
SIERRA COUNTY SENTINEL	8144	05/20/2016	HELP WANTED/	101-1004-43740	20.89
SIERRA COUNTY SENTINEL	8145	05/20/2016	Display Ad-Lodgers Tax Worksh...	101-1003-43740	26.50
SIERRA COUNTY SENTINEL	8164	05/20/2016	APRIL 2016 MONTHLY MEETING...	101-1001-43740	74.40
SIERRA COUNTY SENTINEL	8173	05/20/2016	CC SPECIAL MTG NOTICE FOR 4...	101-1001-43740	17.75
SIERRA COUNTY SENTINEL	8174	05/20/2016	NOTICE/AUCTION MAY 14, 2016	101-1001-43740	19.12
SIERRA COUNTY SENTINEL	8175	05/20/2016	NOTICE/RFP-ANNUAL AUDIT SE...	101-1004-43740	36.89
OFFICE DEPOT	835461933	05/20/2016	STAND UP LECTURN	101-1002-44815	246.50
OFFICE DEPOT	836180323	05/20/2016	Folders	101-1007-44606	54.60
OFFICE DEPOT	836334148	05/20/2016	Sharpie king-size marker, black...	101-1016-44606	37.98
OFFICE DEPOT	836334148	05/20/2016	Fiskars Scissors, 8", straight	101-1016-44606	64.14
OFFICE DEPOT	836334148	05/20/2016	Office Depo brand bubble mailer...	101-1016-44606	117.38
OFFICE DEPOT	836334148	05/20/2016	Marks-a-lot bullet tip black mar...	101-1016-44606	23.98
OFFICE DEPOT	836334148	05/20/2016	Office Depot brand bubble mail...	101-1016-44606	119.98
OFFICE DEPOT	836334148	05/20/2016	Stanley Bostich stapler	101-1016-44606	40.74
OFFICE DEPOT	836334148	05/20/2016	Scotch Magic Tape, 3/4", 24-pa...	101-1016-44606	90.98
OFFICE DEPOT	836334148	05/20/2016	Single-ply thermal paper rolls, 2...	101-1016-44606	199.98
OFFICE DEPOT	836334148	05/20/2016	Fiskars Scissors, 8", bent	101-1016-44606	74.94
COPPLER LAW FIRM PC	8407	05/20/2016	SERVICES/HOT SPRINGS LAND ...	101-1000-43597	2,752.22
COPPLER LAW FIRM PC	8420	05/20/2016	SERVICES/GENERAL	101-1000-43597	214.46
SIERRA COUNTY OWI PROGRAM	ADE1308	05/20/2016	ADE SCREENING FEE	101-1002-48793	75.00
OCCUPATIONAL MEDICINE 360,...	0004/0005	05/27/2016	Academy Physical-McRobert, A...	101-1007-48598	530.73
OCCUPATIONAL MEDICINE 360,...	0004/0005	05/27/2016	Academy Physical-Sokalow, Mat...	101-1007-48598	530.73
TURTLEBACK PEST CONTROL, I...	051916	05/27/2016	PEST CONTROL SERVICES	101-1014-44607	814.46
BEATRICE SANDERS	052016	05/27/2016	MILEAGE DUE/SANTA FE	101-1002-42305	34.11
BEATRICE SANDERS	052016	05/27/2016	PER DIEM DUE/SANTA FE	101-1002-42310	81.00
SIERRA COUNTY CLERK	052516	05/27/2016	RECORDING FEE/LANDFILL PAT...	101-1001-44606	25.00
MPG SERVICES, LLC	052516	05/27/2016	repair A/C unit on the utility offi...	101-1014-43403	705.86
SIERRA ELECTRIC CO-OP, INC.	052516	05/27/2016	AIRPORT FIRE STATION	101-1018-43780	55.75
KING'S LOCKSMITH	05550	05/27/2016	re-key doors at muni-court	101-1014-43403	90.54
MHQ OF NEW MEXICO	2184	05/27/2016	Under Mirror Light:Red Intersec...	101-1007-47420	148.20
MHQ OF NEW MEXICO	2184	05/27/2016	Mount Kit: Passenger side spotl...	101-1007-47420	62.50
MHQ OF NEW MEXICO	2184	05/27/2016	Electrical:Wire/Lool/Switches/C...	101-1007-47420	85.00
MHQ OF NEW MEXICO	2184	05/27/2016	Replacement Lamp: Par 46 Unit...	101-1007-47420	330.00
MHQ OF NEW MEXICO	2184	05/27/2016	Under Mirror Light:Blue Interse...	101-1007-47420	148.20
MHQ OF NEW MEXICO	2184	05/27/2016	Labor	101-1007-47420	1,089.69
MHQ OF NEW MEXICO	2184	05/27/2016	Push Bumper:PB450L2 alumin...	101-1007-47420	501.75
MHQ OF NEW MEXICO	2184	05/27/2016	Spotlight: 245K CP 6" diameter ...	101-1007-47420	240.00
SUBIA	2260	05/27/2016	G67075 Crown Victoria Graphics	101-1007-47420	280.00
SUBIA	2261	05/27/2016	G76924 Crown Victoria	101-1007-47420	280.00
SUBIA	2264	05/27/2016	G84205 2010 Charger graphics	101-1007-47420	280.00
SUBIA	2265	05/27/2016	G81094 2010 Charger	101-1007-47420	280.00
COOPERATIVE EDUCATIONAL S...	24-051311	05/27/2016	UTILITY CONVERSION FEE	101-1004-48599	10,512.50
COOPERATIVE EDUCATIONAL S...	24-051312	05/27/2016	INCODE FINANCIAL ACCOUNTI...	101-1004-48599	5,119.36
COOPERATIVE EDUCATIONAL S...	24-053708	05/27/2016	TRAINING	101-1004-48599	5,791.46
ANIMAS CREEK NURSERY	34301	05/27/2016	15 Gal. Fruitless Mulberry	101-1003-60781	790.00
ANIMAS CREEK NURSERY	34301	05/27/2016	15 Gal. Evergreens	101-1003-60781	1,343.00
ANIMAS CREEK NURSERY	34301	05/27/2016	10 Gal. Evergreens	101-1003-60781	1,265.00

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QUILL CORPORATION	5762209	05/27/2016	PILOT G2 RETRACTABLE PENS	101-1001-44606	14.49
QUILL CORPORATION	5762209	05/27/2016	QUILL BRAND MANILLA CLASP ...	101-1001-44606	28.99
QUILL CORPORATION	5762209	05/27/2016	NOTARY POCKET SEAL	101-1001-44606	51.99
QUILL CORPORATION	5762209	05/27/2016	QUILL JUMBO PAPER CLIPS	101-1001-44606	10.44
QUILL CORPORATION	5762209	05/27/2016	QUILL BRAND COPY PAPER	101-1001-44606	273.54
QUILL CORPORATION	5762209	05/27/2016	QUILL BRAND MANILA-CLASP 9...	101-1001-44606	23.99
QUILL CORPORATION	5762209	05/27/2016	KENSINGTON WIRELESS POINT...	101-1001-44606	67.99
QUILL CORPORATION	5841089	05/27/2016	Gold Aluminum Corridor Signs 2...	101-1003-44606	124.95
QUILL CORPORATION	5841089	05/27/2016	Post-it Notes 1.5 x 2 Yellow, 901...	101-1003-44606	8.99
QUILL CORPORATION	5841089	05/27/2016	Swingline Stapler, 901-74701	101-1003-44606	17.89
QUILL CORPORATION	5841089	05/27/2016	Cardstock-8.5 x 11 Yellow, 901-...	101-1003-44606	17.59
WAGNER EQUIPMENT CO.	P10C0614179	05/27/2016	fitting	101-1009-47420	0.91
WAGNER EQUIPMENT CO.	P10C0614179	05/27/2016	fuel pump	101-1009-47420	74.92
WAGNER EQUIPMENT CO.	P10C0614179	05/27/2016	gasket	101-1009-47420	1.28
WAGNER EQUIPMENT CO.	P10C0614179	05/27/2016	nut	101-1009-47420	4.87
BANK OF AMERICA	0101180	05/05/2016	Rug Doctor wide track carpet cl...	101-1014-44607	689.00
NEW MEXICO GAS COMPANY, I...	042516	05/05/2016	GAS BILLS	101-1018-43780	508.23
DAVID S. JOHNSON	042816	05/05/2016	PER DIEM DUE/ALBUQUERQUE	101-1014-42310	23.00
JAY RUBIN ATTORNEY AT LAW	042916	05/05/2016	LEGAL SERVICES	101-1000-43597	569.63
EB LOCKSMITH. LLC	042916	05/05/2016	broke key in lock at library	101-1014-43403	59.50
SIERRA ELECTRIC CO-OP, INC.	042916	05/05/2016	AIRPORT FIRE STATION	101-1018-43780	95.40
DEBBIE'S STUDIO OF DANCE	050316	05/05/2016	REFUND DEPOSIT/CIVIC CENTER	101-1099-34348	250.00
ANGELA A. TORRES	050416	05/05/2016	REIMBURSEMENT/RECORDING ...	101-1001-44606	25.00
QUEST DIAGNOSTICS LAB, INC.	050416	05/05/2016	Collection Fees	101-1004-44615	120.00
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	101-1007-43316	31.67
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	101-1007-47420	49.70
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	101-1008-47420	20.00
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	101-1009-47420	13.89
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	101-1018-43780	7,145.82
QUEST DIAGNOSTICS LAB, INC.	050416-2	05/05/2016	SCREENING FEE/ POLICE OFFIC...	101-1004-44615	44.40
QUEST DIAGNOSTICS LAB, INC.	050416-3	05/05/2016	SCREENING FEE	101-1004-44615	266.40
QUEST DIAGNOSTICS LAB, INC.	050416-3	05/05/2016	SCREENING FEE DOT	101-1004-44615	90.90
QUEST DIAGNOSTICS LAB, INC.	050416-5	05/05/2016	SCREENING FEE/ POLCE OFFICER	101-1004-44615	44.40
QUEST DIAGNOSTICS LAB, INC.	050416-5	05/05/2016	SCREENING FEE/ POLICE OFFIC...	101-1004-44615	44.40
QUEST DIAGNOSTICS LAB, INC.	050416-6	05/05/2016	SCREENING FEE/ELECTRIC MET...	101-1004-44615	44.40
QUEST DIAGNOSTICS LAB, INC.	050416-8	05/05/2016	SCREENING FEE/ RANDOM	101-1004-44615	44.40
BANK OF AMERICA	075032	05/05/2016	65 inch tv	101-1002-60840	898.00
XEROX CORP.	084216325	05/05/2016	METER USAGE	101-1014-44606	16.08
XEROX CORP.	084216326	05/05/2016	METER USAGE	101-1012-44606	10.44
XEROX CORP.	08441805	05/05/2016	BASE CHARGE/METER USAGE	101-1003-44810	235.45
XEROX CORP.	084451802	05/05/2016	BASE CHARGE/METER USAGE	101-1004-44810	179.91
XEROX CORP.	084451804	05/05/2016	BASE CHARGE/METER USAGE	101-1001-44810	481.78
XEROX CORP.	084451808	05/05/2016	BASE CHARGE/METER USAGE	101-1007-48599	205.74
XEROX CORP.	084451809	05/05/2016	BASE CHARGE/METER USAGE	101-1002-60840	184.29
XEROX CORP.	084451810	05/05/2016	BASE CHARGE	101-1002-60840	23.79
HERALD PUBLISHING CO., INC.	10001	05/05/2016	CC SPECIAL MTG NOTICE - APRIL...	101-1001-43740	20.14
HERALD PUBLISHING CO., INC.	10002	05/05/2016	MAY MONTHLY MEETING NOTI...	101-1001-43740	61.84
EWING IRRIGATION	1107664	05/05/2016	50lb kentucky blue blend	101-1009-44607	602.88
EWING IRRIGATION	1107664	05/05/2016	50lb hulled bermuda seed	101-1009-44607	848.00
BANK OF AMERICA	112982	05/05/2016	VIDEOSECURITY TILT TV WALL MOU...	101-1002-60840	75.00
SUN VALLEY, INC.	120889/6	05/05/2016	door chime	101-1014-43403	7.85
SUN VALLEY, INC.	120889/6	05/05/2016	sloan handle assemble	101-1014-43403	53.98
SUN VALLEY, INC.	120889/6	05/05/2016	sloan urinal parts kit	101-1014-43403	41.98
SUN VALLEY, INC.	120889/6	05/05/2016	29x29 aspen cooler pads	101-1014-43403	107.76
SUN VALLEY, INC.	121009/6	05/05/2016	16 oz blu lav pvc cement	101-1009-44607	263.76
SUN VALLEY, INC.	121009/6	05/05/2016	3/4 nptx3/4nh connector	101-1009-44607	16.47
SUN VALLEY, INC.	121009/6	05/05/2016	1" sch40 xsmip adapter	101-1009-44607	1.77
SUN VALLEY, INC.	121009/6	05/05/2016	1/2x260 ptfe tape	101-1009-44607	46.95
SUN VALLEY, INC.	121009/6	05/05/2016	1x3/4 pvc spxfip bushing	101-1009-44607	4.47
SUN VALLEY, INC.	121015/6	05/05/2016	1 gal. paint	101-1009-44607	36.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	121015/6	05/05/2016	5 pc pan and roller set	101-1009-44607	8.49
SUN VALLEY, INC.	121015/6	05/05/2016	1/2" flat poly brush	101-1009-44607	2.58
SUN VALLEY, INC.	121015/6	05/05/2016	5 gal paint ext.	101-1009-44607	129.00
SUN VALLEY, INC.	121015/6	05/05/2016	mp select 9" 1-1/4 cover	101-1009-44607	3.01
HERALD PUBLISHING CO., INC,	1392	05/05/2016	HELP WANTED/ W/WW OPERA...	101-1004-43740	24.41
ALARM CONTROL TECHNOLOGI...	174573	05/05/2016	FIRE ALARM CONTROL/CIVIC C...	101-1014-43403	26.80
ALARM CONTROL TECHNOLOGI...	174574	05/05/2016	FIRE ALARM CONTROL/RECYCLE...	101-1014-43403	26.80
HERALD PUBLISHING CO., INC,	193	05/05/2016	HELP WANTED/ SOLD WASTE R...	101-1004-43740	22.51
LIBRARY STORE	201441	05/05/2016	Replacement tread for Cramer K...	101-1016-44606	7.95
LIBRARY STORE	201441	05/05/2016	Label-lock label protectors, 1-1...	101-1016-44606	141.13
LIBRARY STORE	201441	05/05/2016	DVD storage cases, standard	101-1016-44606	119.00
ROTARY CLUB OF TORC	2614	05/05/2016	MONTHLY DUES/LEE ALIREZ	101-1007-43770	55.00
ROTARY CLUB OF TORC	2624	05/05/2016	MONTHLY DUES/JUAN FUENTES	101-1003-43770	55.00
ROTARY CLUB OF TORC	2637	05/05/2016	MONTHLY DUES/JAMES MORG...	101-1007-43770	55.00
ROTARY CLUB OF TORC	2640	05/05/2016	MONTHLY DUES/RENEE CANTIN	101-1001-43770	55.00
POSTER COMPLIANCE CENTER	2801237-NM	05/05/2016	NSTATE LABOR LAW POSTER	101-1004-43770	441.00
BANK OF AMERICA	435562	05/05/2016	iPad Pro	101-1002-60840	866.92
BRADY INDUSTRIES, LLC	5081627	05/05/2016	center pull towels/case	101-1014-44607	180.00
BRADY INDUSTRIES, LLC	5081627	05/05/2016	laerge black trash liners / case	101-1014-44607	170.00
BRADY INDUSTRIES, LLC	5081627	05/05/2016	toilet tissue/case	101-1014-44607	176.00
BRADY INDUSTRIES, LLC	5081627	05/05/2016	furnisher polish	101-1014-44607	55.80
BRADY INDUSTRIES, LLC	5081627	05/05/2016	glass cleaner	101-1014-44607	30.00
BRADY INDUSTRIES, LLC	5081628	05/05/2016	urinal screens	101-1014-44607	22.08
BRADY INDUSTRIES, LLC	5081628	05/05/2016	wipe all paper towels	101-1014-44607	104.00
BRADY INDUSTRIES, LLC	5081628	05/05/2016	large trash liners/case	101-1014-44607	204.00
BANK OF AMERICA	519716	05/05/2016	Shampooer Rental & Solution	101-1014-43403	58.44
C & D SERVICES	562973	05/05/2016	CONTRACT/VETERANS MEMOR...	101-1009-48599	922.25
BANK OF AMERICA	703404	05/05/2016	ENHANCED STEALTH	101-1002-60840	59.99
BANK OF AMERICA	703404	05/05/2016	INTEL CORE HD GRAPHICS	101-1002-60840	114.99
BANK OF AMERICA	703404	05/05/2016	cooler master pc case	101-1002-60840	47.91
BANK OF AMERICA	703404	05/05/2016	MICROSOFT WINDOWS 10	101-1002-60840	139.99
BANK OF AMERICA	703404	05/05/2016	CRYSTAL BX 2000 DRIVE	101-1002-60840	64.99
BANK OF AMERICA	703404	05/05/2016	CORSAIR CX SERIES	101-1002-60840	64.99
BANK OF AMERICA	703404	05/05/2016	ASROCK MOTHERBOARD	101-1002-60840	74.99
BANK OF AMERICA	703404	05/05/2016	ASUS BLUE RAY DRIVE	101-1002-60840	52.99
FOXWORTH-GALBRAITH	7405414	05/05/2016	floor moulding/casing	101-1014-43403	50.88
FOXWORTH-GALBRAITH	7405414	05/05/2016	lumber 1X6X8	101-1014-43403	34.80
FOXWORTH-GALBRAITH	7405414	05/05/2016	lumber 1X4X8	101-1014-43403	23.94
FOXWORTH-GALBRAITH	7406072	05/05/2016	stainless metal carpet edge	101-1014-43403	25.98
FOXWORTH-GALBRAITH	7406072	05/05/2016	shelving brackets	101-1014-43403	23.96
FOXWORTH-GALBRAITH	7406072	05/05/2016	12x36 oak shelving	101-1014-43403	21.98
FOXWORTH-GALBRAITH	7406154	05/05/2016	ww/df 2 x 4 - 8' #2&BTR Prem.	101-1009-44607	35.90
GRAINGER, INC.	9097020300	05/05/2016	NEMA Magnetic Motor Starter	101-1014-44607	1,137.30
SCHAAF AUTOMOTIVE	9	05/05/2016	Paint Supplies	101-1007-47420	436.50
SCHAAF AUTOMOTIVE	9	05/05/2016	Labor for paint job	101-1007-47420	540.00
HERALD PUBLISHING CO., INC,	9888	05/05/2016	Display Ad-Lodgers Tax Worksh...	101-1003-43740	24.74
BANK OF AMERICA	990331	05/05/2016	SMART KEYBOARD FOR IPAD P...	101-1002-60840	183.37
SIERRA AUTO/CARQUEST	ID-188084	05/05/2016	Thermostat gasket	101-1007-47420	0.60
SIERRA AUTO/CARQUEST	ID-188084	05/05/2016	Tube Gasket sealer	101-1007-47420	5.46
SIERRA AUTO/CARQUEST	ID-188084	05/05/2016	Thermostat	101-1007-47420	8.05
SIERRA AUTO/CARQUEST	ID-188326	05/05/2016	RADIAL TIRE PATCHES	101-1012-47420	38.07
SIERRA AUTO/CARQUEST	ID-188326	05/05/2016	SILICONE SEALANT	101-1012-47420	5.35
SIERRA AUTO/CARQUEST	ID-188328	05/05/2016	oil cooler line	101-1010-47420	28.50
SIERRA AUTO/CARQUEST	ID-188329	05/05/2016	PIGTAIL CONNECTOR	101-1014-47420	1.99
SIERRA AUTO/CARQUEST	ID-188329	05/05/2016	BACK UP LIGHT	101-1014-47420	5.53
SIERRA AUTO/CARQUEST	ID-188784	05/05/2016	XBO 3/8 Rope Roll	101-1014-44607	200.00
SIERRA AUTO/CARQUEST	ID-189268	05/05/2016	Furniture Dolly	101-1014-44607	24.99
SIERRA AUTO/CARQUEST	ID-189286	05/05/2016	FUSE	101-1009-47420	2.77
SIERRA AUTO/CARQUEST	ID-189286	05/05/2016	switch	101-1009-47420	49.99
SIERRA AUTO/CARQUEST	ID-189286	05/05/2016	fuse	101-1009-47420	11.08

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SIERRA AUTO/CARQUEST	ID-189287	05/05/2016	coupler	101-1012-44607	64.60
SIERRA AUTO/CARQUEST	ID-189287	05/05/2016	hose end	101-1012-44607	5.30
SIERRA AUTO/CARQUEST	ID-189287	05/05/2016	tire valve insert	101-1012-44607	9.48
SIERRA AUTO/CARQUEST	ID-189287	05/05/2016	hose end	101-1012-44607	5.30
Fund 101 - General Total:					91,510.22
Fund: 201 - Corrections					
SIERRA COUNTY TREASURER	050516	05/13/2016	PRISONER CARE	201-1903-48710	2,090.00
ADMINISTRATIVE OFFICE OF	050416	05/05/2016	DWI LAB FEES/PREVENTION FE...	201-1903-44805	24.00
NM JUDICIAL EDUCATION CENT...	050416	05/05/2016	JUDICIAL EDUCATION FEES	201-1903-44805	12.00
Fund 201 - Corrections Total:					2,126.00
Fund: 209 - Fire					
NM STATE FIRE FIGHTERS ASSO...	051316	05/20/2016	ANNUAL DUES	209-1603-42310	420.00
MEGAHERTZ COMPUTER CONS...	89751	05/20/2016	INTERNET SERVICE	209-1603-80845	54.25
NM STATE FIRE FIGHTERS ASSO...	051916	05/27/2016	REGISTRATION FEES	209-1603-42310	1,080.00
TESTON'S FREEWAY CHEVRON	16138	05/27/2016	FUEL ALL TRUCKS 04/16	209-1603-43316	258.26
NEW MEXICO GAS COMPANY, I...	041516	05/05/2016	GAS BILL/FIRE SOUTH STATION	209-1603-43780	60.79
NEW MEXICO GAS COMPANY, I...	042916	05/05/2016	GAS BILL/FIRE STATION	209-1603-43780	108.51
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	209-1603-43780	329.05
XEROX CORP.	084451814	05/05/2016	BASE CHARGE/METER USAGE	209-1603-80845	324.98
SIERRA AUTO/CARQUEST	ID-188957	05/05/2016	COMMERCIAL BATTERIES	209-1603-47420	353.62
Fund 209 - Fire Total:					2,989.46
Fund: 211 - Law Enforce Prot					
FOXWORTH-GALBRAITH	7405771	05/05/2016	34 Masterlock model 3KA	211-2003-44573	268.60
Fund 211 - Law Enforce Prot Total:					268.60
Fund: 214 - Lodgers Tax					
HERALD PUBLISHING CO., INC,	051116	05/13/2016	ADVERTISING/SIERRA ARTS CO...	214-2503-48599	86.58
GRIFFIN & ASSOCIATES MARKET...	11755	05/13/2016	ADVERTISING/CITY	214-2503-47597	4,614.44
GRIFFIN & ASSOCIATES MARKET...	11755	05/13/2016	ACCOUNT MANAGEMENT	214-2503-48599	1,176.61
RUANNA WALDRUM	590	05/13/2016	ADVERTISING/GERONIMO TRAIL...	214-2503-60596	1,498.82
SIERRA COUNTY SENTINEL	8137	05/13/2016	ADVERTISING/SIERRA ARTS CO...	214-2503-48599	92.77
VETERANS MEMORIAL TRUST B...	051616	05/20/2016	REIMBURSEMENT/LODGERS TAX	214-2503-47406	867.80
SCOTT LEHERISSEY	051716	05/20/2016	PIANO TUNING	214-2503-43805	475.00
JOHN DEERE CREDIT, INC.	1693930	05/20/2016	LEASE PAYMENT/FAIRWAY M...	214-2503-44810	950.73
NEWMAN OUTDOOR ADVERTIS...	84576	05/20/2016	ADVERTISING/CITY	214-2503-47597	422.42
NEWMAN OUTDOOR ADVERTIS...	84589	05/20/2016	ADVERTISING/CITY	214-2503-47597	422.42
OUT OF BOX CREATIVE SERVICE...	000371	05/27/2016	Centennial Publication	214-2503-47406	125.00
GERONIMO SPRINGS MUSEUM	052416	05/27/2016	REIMBURSEMENT/LODGERS TAX	214-2503-47406	3,633.36
GERONIMO SPRINGS MUSEUM	050216	05/05/2016	REIMBURSEMENT/LODGERS TAX	214-2503-47406	1,148.66
GERONIMO TRAIL SCENIC BYW...	050416	05/05/2016	MONTHLY DRAW 04/16	214-2503-48815	291.67
RUANNA WALDRUM	611	05/05/2016	ADVERTISING/TOURISM BOARD	214-2503-47597	3,000.00
Fund 214 - Lodgers Tax Total:					18,806.28
Fund: 216 - Muni Street					
PLAN B NETWORKS, INC.	14791	05/13/2016	Fiber-Optic Cable repair per quo...	216-4503-47420	2,747.10
AIRE HYDRAULICS	349966	05/13/2016	repair tip	216-4503-47420	118.82
B & H OIL CO.	39654	05/13/2016	UNLEADED	216-4503-43316	308.19
B & H OIL CO.	39654	05/13/2016	DIESEL	216-4503-43317	1,537.90
WEX BANK	472457	05/13/2016	UNLEADED	216-4503-43316	28.98
UNM - CIVIL ENGINEERING DEPT	0050	05/20/2016	reg Don	216-4503-42720	110.00
UNM - CIVIL ENGINEERING DEPT	0050	05/20/2016	reg Benny	216-4503-42720	110.00
B & H OIL CO.	39703	05/20/2016	SHC629 oil	216-4503-47420	250.70
4 RIVERS EQUIPMENT	94330	05/20/2016	switch	216-4503-47420	84.55
4 RIVERS EQUIPMENT	94330	05/20/2016	freight	216-4503-47420	14.93
4 RIVERS EQUIPMENT	94330	05/20/2016	switch	216-4503-47420	56.69
GEO-TEST, INC.	82274	05/27/2016	millage	216-4503-43550	115.50
GEO-TEST, INC.	82274	05/27/2016	testing per hour	216-4503-43550	247.89
SHARE CORP.	948469	05/27/2016	blast away	216-4503-44607	180.00
SHARE CORP.	948469	05/27/2016	primo	216-4503-44607	84.00
SHARE CORP.	948469	05/27/2016	palstic 3 1/2 gallon sprayer	216-4503-44607	276.60
BARTOO SAND & GRAVEL, INC.	M20710	05/27/2016	hot mix	216-4503-43550	8,571.50

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WAGNER EQUIPMENT CO.	P10C0614045	05/27/2016	lamp housing	216-4503-47420	59.84
WAGNER EQUIPMENT CO.	P10C0614045	05/27/2016	ring assy	216-4503-47420	9.66
WAGNER EQUIPMENT CO.	P10C0614045	05/27/2016	molding assy	216-4503-47420	10.44
WAGNER EQUIPMENT CO.	P10C0614045	05/27/2016	signal lamp assy	216-4503-47420	56.50
WAGNER EQUIPMENT CO.	P10C0614045	05/27/2016	flood lamp	216-4503-47420	36.72
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	bushing	216-4503-47420	111.76
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	spacer	216-4503-47420	15.38
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	spacer	216-4503-47420	17.98
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	bolt	216-4503-47420	28.74
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	bearing	216-4503-47420	272.80
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	bushing	216-4503-47420	76.36
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	alb tax - svcs only	216-4503-47420	1.28
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	spacer steer	216-4503-47420	25.96
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	pin	216-4503-47420	224.42
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	nut	216-4503-47420	15.80
WAGNER EQUIPMENT CO.	P10C0614444	05/27/2016	freight	216-4503-47420	17.83
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	216-4503-43316	67.50
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	216-4503-47420	73.88
PAVEMENT SEALANTS & SUPPLY	14043	05/05/2016	cold mix	216-4503-43550	3,863.89
SIERRA AUTO/CARQUEST	ID-188769	05/05/2016	alternator	216-4503-47420	284.00
SIERRA AUTO/CARQUEST	ID-188986	05/05/2016	3/4 x 1/2 hose barb fitting	216-4503-47420	5.49
WAGNER EQUIPMENT CO.	P10C0612417	05/05/2016	oil pan	216-4503-47420	301.86
Fund 216 - Muni Street Total:					20,421.44
Fund: 217 - Recreation					
BARTOO SAND & GRAVEL, INC.	M20602	05/05/2016	2" ROCK	217-1703-60840	976.50
Fund 217 - Recreation Total:					976.50
Fund: 294 - State Library					
THORNDIKE PRESS	58021589	05/13/2016	LARGE PRINT BOOKS	294-5003-48830	5,317.00
BLACKSTONE AUDIO, INC	1124	05/20/2016	Audiobook standing order plan ...	294-5003-48830	1,560.00
BLACKSTONE AUDIO, INC	1124	05/20/2016	Audiobook standing order plan ...	294-5003-48830	1,800.00
XEROX CORP.	08445182	05/05/2016	METER USAGE	294-5003-48599	12.17
XEROX CORP.	084451825	05/05/2016	METER USAGE	294-5003-48599	5.63
Fund 294 - State Library Total:					8,694.80
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	295-4803-41226	51.61
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	295-4803-41226	54.13
SIERRA COUNTY ARTS COUNCIL	0511116	05/27/2016	HALF PAGE AD/ARTISTS DIRECT...	295-4803-44607	80.00
ADOLPH KIEFER AND ASSOC.	609139	05/27/2016	Kiefer Color-coded spine board ...	295-4803-44615	19.95
ADOLPH KIEFER AND ASSOC.	609139	05/27/2016	Larger First Aid Kit	295-4803-44615	109.95
ADOLPH KIEFER AND ASSOC.	609139	05/27/2016	Individual Nylon Lanyards	295-4803-44615	3.80
ADOLPH KIEFER AND ASSOC.	609139	05/27/2016	Kiefer Ecoguard Plastic Whistle	295-4803-44615	3.96
RALPH BASCOM	041316	05/05/2016	PER DIEM DUE/ALBUQUERQUE	295-4803-42310	36.40
RALPH BASCOM	041316	05/05/2016	MILEAGE DUE/ALBUQUERQUE	295-4803-42310	122.18
NEW MEXICO GAS COMPANY, I...	041816	05/05/2016	GAS BILL/SWIMMING POOL	295-4803-43780	1,423.73
MATT WEST	050316	05/05/2016	REFUND DEPOSIT/POOL	295-4803-34355	50.00
BEVERLY KASIAH	050316	05/05/2016	REFUND DEPOSIT/POOL	295-4803-34355	200.00
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	295-4803-43780	1,975.27
Fund 295 - Muni Pool Total:					4,130.98
Fund: 296 - PD GRT					
SIERRA VETERINARY SERVICES,L...	25643	05/20/2016	ANIMAL SHELTER	296-2403-48599	10,000.00
Fund 296 - PD GRT Total:					10,000.00
Fund: 302 - Elec Construction					
NEW MEXICO FINANCE AUTHOR..	050216	05/05/2016	ELECTRICAL LOAN PAYMENT/PR...	302-4603-90905	7,219.92
NEW MEXICO FINANCE AUTHOR..	050216	05/05/2016	ELECTRICAL LOAN PAYMENT/IN ...	302-4603-90910	2,527.03
NEW MEXICO FINANCE AUTHOR..	050216	05/05/2016	ELECTRICAL LOAN PAYMENT/A...	302-4603-90915	165.86
Fund 302 - Elec Construction Total:					9,912.81

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	303-4703-43775	104.68
Fund 303 - Vet Wall Total:					104.68
Fund: 305 - CI Gen					
COOPERATIVE EDUCATIONAL S...	24-053397	05/13/2016	ENGINEERING SERVICES/DESIGN...	305-6003-43805	1,286.79
ESRI INC.	93129772	05/13/2016	ARC GIS FOR DESKTOP W/DELL ...	305-6003-80825	7,400.00
COOPERATIVE EDUCATIONAL S...	24-053393	05/20/2016	CONSTRUCTION/SITE WORK/C...	305-6003-43805	9,148.20
BAE SYSTEMS	268396	05/27/2016	E-MAIL SERVICE 05/16	305-6003-43815	308.46
BANK OF AMERICA	138240	05/05/2016	U-SHAPED DESK W/HUTCH	305-6003-80825	699.95
COOPERATIVE EDUCATIONAL S...	24-053098	05/05/2016	ENGINEERING SERVICES/DESIGN...	305-6003-43805	1,286.79
WILSON & COMPANY, INC. ENG...	65543	05/05/2016	SERVICES/WELLNESS SWIMMI...	305-6003-80825	20,901.56
Fund 305 - CI Gen Total:					41,031.75
Fund: 306 - CI Jt Uti					
ENGINEERS INC.	150738	05/13/2016	SERVICES/WATER CONSERVATI...	306-6103-48599	5,344.32
SMITH ENGINEERING COMPANY	45137	05/13/2016	SERVICES/WWTP IMPROVE PH...	306-6103-80845	14,068.36
ENGINEERS INC.	160263	05/20/2016	SERVICES/WATER CONSERVATI...	306-6103-48599	1,455.12
SMITH ENGINEERING COMPANY	45229	05/20/2016	SERVICES/WWTP IMPROVE PH...	306-6103-80845	14,068.36
NEW MEXICO FINANCE AUTHOR...	050216-1	05/05/2016	WATER TANK LOAN PAYMENT/...	306-6103-90905	8,829.58
NEW MEXICO FINANCE AUTHOR...	050216-1	05/05/2016	WATER TANK LOAN PAYMENT/...	306-6103-90910	1,075.44
NEW MEXICO FINANCE AUTHOR...	050216-1	05/05/2016	WATER TANK LOAN PAYMENT/...	306-6103-90915	116.17
NEW MEXICO FINANCE AUTHOR...	050216-2	05/05/2016	TORC17 LOAN PAYMENT/PRINC...	306-6103-90905	12,624.00
NEW MEXICO FINANCE AUTHOR...	050216-2	05/05/2016	TORC17 LOAN PAYMENT/INTER...	306-6103-90910	514.56
NEW MEXICO FINANCE AUTHOR...	050216-3	05/05/2016	TORC18 LOAN PAYMENT/PRINC...	306-6103-90905	690.58
NEW MEXICO FINANCE AUTHOR...	050216-4	05/05/2016	TORC19 LOAN PAYMENT/PRINC...	306-6103-90905	4,840.25
NEW MEXICO FINANCE AUTHOR...	050216-4	05/05/2016	TORC19 LOAN PAYMENT/INTER...	306-6103-90910	2,758.48
NEW MEXICO FINANCE AUTHOR...	050216-5	05/05/2016	TORC22 LOAN PAYMENT/PRINC...	306-6103-90905	3,232.00
NEW MEXICO FINANCE AUTHOR...	050216-5	05/05/2016	TORC22 LOAN PAYMENT/ADMI...	306-6103-90915	148.56
NEW MEXICO FINANCE AUTHOR...	050216-6	05/05/2016	TORC24 LOAN PAYMENT/PRINC...	306-6103-90905	3,847.00
Fund 306 - CI Jt Uti Total:					73,612.78
Fund: 312 - R&R Airport					
AIRCRAFT SPRUCE &	323678	05/27/2016	18X96 WINDSOCKS	312-8403-60597	307.00
AIRCRAFT SPRUCE &	323678	05/27/2016	COM K220A ANTENNA	312-8403-60597	59.75
AIRCRAFT SPRUCE &	323678	05/27/2016	36X144 WINDSOCK	312-8403-60597	169.75
AIRCRAFT SPRUCE &	323678	05/27/2016	WHEEL CHOCKS	312-8403-60597	118.00
AIRCRAFT SPRUCE &	323678	05/27/2016	WHEEL CHOCKS	312-8403-60597	199.80
DELTA AIRPORT CONSULTANTS ...	8-C	05/27/2016	SERVICES/RUNWAY 13-31	312-8403-60403	16,473.42
DELTA AIRPORT CONSULTANTS ...	9-C	05/27/2016	SERVICES/RUNWAY 13-31	312-8403-60403	9,303.99
Fund 312 - R&R Airport Total:					26,631.71
Fund: 403 - Pledge State					
CAPITAL ONE PUBLIC FUNDING	050216	05/05/2016	ANNUAL DEBT PAYMENT SOLI...	403-1203-90905	95,243.75
Fund 403 - Pledge State Total:					95,243.75
Fund: 501 - Cemetary					
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	501-1803-43780	132.32
Fund 501 - Cemetary Total:					132.32
Fund: 502 - Util Office - Pool					
CREDA	050516	05/13/2016	CREDA BILLING 05/16	502-3601-45555	514.94
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	502-3601-41226	124.20
NM VETERANS HOME	1028-2	05/13/2016	COLLECTION FEE/ WATER MET...	502-3601-44615	20.00
POSTAL PROS, INC.	2508	05/13/2016	POSTAGE	502-3601-43735	1,674.16
POSTAL PROS, INC.	2508	05/13/2016	PRINT BILLING	502-3601-48598	1,220.28
B & H OIL CO.	39655	05/13/2016	UNLEADED	502-3601-43316	27.10
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	502-3601-43775	545.46
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	502-3601-41226	89.54
POSTAL PROS, INC.	2432	05/20/2016	POSTAGE	502-3601-43735	2,294.66
POSTAL PROS, INC.	2432	05/20/2016	PRINT BILLING	502-3601-48598	1,607.03
COOPERATIVE EDUCATIONAL S...	24-049247	05/27/2016	UTILITY BILLING ONLINE COMP...	502-3601-44606	960.00
QUEST DIAGNOSTICS LAB, INC.	050416-1	05/05/2016	Breathalyzer	502-3601-44615	65.00
QUEST DIAGNOSTICS LAB, INC.	050416-1	05/05/2016	Collection Fees	502-3601-44615	80.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUEST DIAGNOSTICS LAB, INC.	050416-4	05/05/2016	SCREENING FEE	502-3601-44615	133.20
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	502-3601-43780	266.65
QUEST DIAGNOSTICS LAB, INC.	050416-7	05/05/2016	SCREENING FEE/ WATER METER..	502-3601-44615	44.40
QUEST DIAGNOSTICS LAB, INC.	050416-9	05/05/2016	COLLECTION FEE/ RANDOM 3-2...	502-3601-44615	20.00
XEROX CORP.	084216324	05/05/2016	BASE CHARGE/METER USAGE	502-3601-45555	113.64
XEROX CORP.	084451800	05/05/2016	BASE CHARGE	502-3601-45555	43.07
XEROX CORP.	084451812	05/05/2016	BASE CHARGE/METER USAGE	502-3601-45555	78.40
Fund 502 - Util Office - Pool Total:					9,921.73
Fund: 503 - Electric					
SIERRA ELECTRIC CO-OP, INC.	050516	05/13/2016	MIMS CITY LIGHTS	503-3702-43780	448.58
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	503-3702-41226	299.61
SAENZ CONSTRUCTION	050916	05/13/2016	Paint Outside of Building, Power..	503-3702-47420	4,963.88
SIERRA ELECTRIC CO-OP, INC.	051116	05/13/2016	POWER SERICES 04/16	503-3702-50795	106,572.85
WESTERN AREA POWER ADMIN	051116	05/13/2016	POWER SERVICE 04/16	503-3702-50795	46,704.76
TWIN PALMS EMBROIDERY, LLC	1015	05/13/2016	Embroidery on shirts for Christi...	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	1015	05/13/2016	Embroidery on shirts for Kenny	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	1015	05/13/2016	Embroidery on shirts for Bo	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	1015	05/13/2016	Embroidery on shirts for Willie	503-3702-42620	30.00
TRI-STATE GENERATION & TRA...	300715	05/13/2016	POWER SERVICE 04/16	503-3702-50795	27,236.10
B & H OIL CO.	39658	05/13/2016	UNLEADED	503-3702-43316	423.24
B & H OIL CO.	39658	05/13/2016	DIESEL	503-3702-43317	285.80
IRBY SUPPLY CO.	5009513010	05/13/2016	WORK SHIRTS/3XL/WILLIE MO...	503-3702-42620	326.88
IRBY SUPPLY CO.	5009513010	05/13/2016	WORK SHIRTS/XXL TALL/BO EAS...	503-3702-42620	326.88
IRBY SUPPLY CO.	5009513010	05/13/2016	WORK SHIRTS/SSL TALL/KENNY	503-3702-42620	326.88
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	503-3702-43775	33.60
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	503-3702-41226	307.15
CHERRILL'S WESTERN	4979-16	05/20/2016	Wrangler Jeans/Bo Easley	503-3702-42620	138.00
CHERRILL'S WESTERN	4979-16	05/20/2016	Wrangler Jeans/Willie Montoya	503-3702-42620	138.00
CHERRILL'S WESTERN	4979-16	05/20/2016	Wrangler Jeans/Kenny Moran	503-3702-42620	138.00
CHERRILL'S WESTERN	4979-17	05/20/2016	Boots /Kenny Moran	503-3702-44615	150.00
CHERRILL'S WESTERN	4979-17	05/20/2016	Boots /Bo Easley	503-3702-44615	150.00
CHERRILL'S WESTERN	4979-17	05/20/2016	Boots/Willie Montoya	503-3702-44615	150.00
IRBY SUPPLY CO.	5009563921	05/20/2016	Permaloc Domestic Wire Rope S...	503-3702-47420	94.45
SUNSMITH ENTERPRISES	1792	05/27/2016	ON-SITE SAFETY TRAINING	503-3702-42720	1,392.06
ZIA UTILITY SERVICES, LLC	2966	05/27/2016	New Class 2 Molded Sleeves Siz...	503-3702-44615	1,303.05
ZIA UTILITY SERVICES, LLC	2966	05/27/2016	Gloves Tested	503-3702-44615	126.00
ZIA UTILITY SERVICES, LLC	2966	05/27/2016	Sleeves Tested	503-3702-44615	90.00
ZIA UTILITY SERVICES, LLC	2966	05/27/2016	New Class 2 Molded Sleeves Siz...	503-3702-44615	257.00
ZIA UTILITY SERVICES, LLC	2966	05/27/2016	New Class 2, 18" Gloves Size 10	503-3702-44615	170.00
SIERRA COUNTY TREASURER	90202167	05/27/2016	SERVICE/MAINTENANCE REPEA...	503-3702-47415	1,239.00
NEW MEXICO GAS COMPANY, L...	042516	05/05/2016	GAS BILLS	503-3702-43780	29.72
SENN & ASSOCIATES	042816	05/05/2016	Survey for Intersection of Cedar...	503-3702-47415	534.69
TRIPLE H SOLAR, LLC	050216	05/05/2016	SERVICES/ELECTRIC DEPT	503-3702-48599	5,516.92
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	503-3702-43780	5,244.28
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	503-3702-47420	7.00
SUN VALLEY, INC.	121021/6	05/05/2016	SCH80 3/4" Coupling	503-3702-47415	3.99
SUN VALLEY, INC.	121021/6	05/05/2016	1/4"-4" Roof Flange	503-3702-47415	25.44
SUN VALLEY, INC.	121322/6	05/05/2016	24' FBG T1A Ext Ladder	503-3702-47420	235.00
SUN VALLEY, INC.	121322/6	05/05/2016	3' FT/IN Meas Tele Wheel	503-3702-47420	69.99
SUN VALLEY, INC.	121322/6	05/05/2016	Dewalt 6' Twin 1A Ladder	503-3702-47420	169.99
SUN VALLEY, INC.	121322/6	05/05/2016	18V Reciprocating Saw	503-3702-47420	209.99
WESCO DISTRIBUTION INC.	126785	05/05/2016	3M 33+Super-3/4X66 Ft Vinyl T...	503-3702-47415	935.72
WESCO DISTRIBUTION INC.	126785	05/05/2016	Wire SVC-Drop 2/D Runcina 150...	503-3702-47415	2,550.00
ZIA ELECTRICAL PRODUCTS	16062	05/05/2016	FAX FM 25 240V 3W Demand ...	503-3702-47415	520.00
ZIA ELECTRICAL PRODUCTS	16062	05/05/2016	Meter Seals	503-3702-47415	420.00
ZIA ELECTRICAL PRODUCTS	16062	05/05/2016	AXS4 FM 95 3 Phase Meter	503-3702-47415	936.87
ZIA ELECTRICAL PRODUCTS	16062	05/05/2016	FM 25 FOCUS AL Meter	503-3702-47415	2,976.00
MISCO	30398	05/05/2016	Klein 44006 Knife	503-3702-47415	162.00
MISCO	30398	05/05/2016	Speedy Sharp	503-3702-47415	39.00
MISCO	30398	05/05/2016	Kelin 1550-4 Knife	503-3702-47415	27.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISCO	30398	05/05/2016	Fiberglass Can't Hook	503-3702-47415	129.00
MISCO	30398	05/05/2016	Shipping	503-3702-47415	25.00
SSA SOLAR OF NM 4, LLC	6567	05/05/2016	POWER SERVICE 04/16	503-3702-50795	27,869.78
SIERRA AUTO/CARQUEST	ID-188388	05/05/2016	A/C Idler Tensioner Pulley	503-3702-47420	22.99
SIERRA AUTO/CARQUEST	ID-188388	05/05/2016	Hood Straps	503-3702-47420	198.00
SIERRA AUTO/CARQUEST	OD-189410	05/05/2016	3/4 IMP Socket 41MM	503-3702-47420	18.69
SIERRA AUTO/CARQUEST	OD-189410	05/05/2016	3/4 DR 16 STD Ext	503-3702-47420	25.73
SIERRA AUTO/CARQUEST	OD-189410	05/05/2016	XBO Flashlight	503-3702-47420	179.94
SIERRA AUTO/CARQUEST	OD-189410	05/05/2016	XBO 72785B Knock Out	503-3702-47420	429.00
SIERRA AUTO/CARQUEST	OD-189410	05/05/2016	XBO Jumper Cables	503-3702-47420	49.99
Fund 503 - Electric Total:					243,473.49
Fund: 504 - Water					
NM UTILITY OPERATOR CERTIFI...	050216	05/13/2016	CERTIFICATION RENEWAL/ISAA...	504-3803-43770	75.00
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	504-3803-43775	59.42
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	504-3803-41226	122.27
TAXATION AND REVENUE	050916	05/13/2016	WATER CONSERVATION FEE 04...	504-3803-43797	1,003.65
B & H OIL CO.	39657	05/13/2016	UNLEADED	504-3803-43316	320.89
B & H OIL CO.	39657	05/13/2016	DIESEL	504-3803-43317	433.42
STEVE BELL CONSTRUCTION	C16910	05/13/2016	Bedding Sand	504-3803-47415	999.83
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	504-3803-43775	60.50
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	504-3803-41226	133.70
JAMES, COOKE & HOBSON, INC.	224982	05/20/2016	FLYGT PUMP- NP HARD IRON I...	504-3803-44810	28,500.00
BAKER UTILITY SUPPLY CORP.	229150	05/20/2016	WRAP CLAMP 2.13X6" OR 2" F...	504-3803-47415	90.40
BAKER UTILITY SUPPLY CORP.	229150	05/20/2016	NS REPAIR CLAMP 8"X15" 9.27	504-3803-47415	328.62
BAKER UTILITY SUPPLY CORP.	229150	05/20/2016	NSK REPAIR CLAMP 8"X12.5" 9...	504-3803-47415	287.48
BAKER UTILITY SUPPLY CORP.	229150	05/20/2016	NS REPAIR CLAMP 8"X7.5"	504-3803-47415	242.97
B & H OIL CO.	39453	05/20/2016	R 590 Pump Oil 5 gallon cont	504-3803-47415	780.00
CHERRILL'S WESTERN	4979-11	05/20/2016	Safety Boots Justin Armijo	504-3803-44615	150.00
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2 PVC S40 22-1/2 HXH 416-020	504-3803-47415	3.86
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	860-56-0054-16 2" HYMAX CPL...	504-3803-47415	304.40
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2 PVC S40 TEE HXH 401-020	504-3803-47415	2.82
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2 PVC SCH40 45 HXH 401-020	504-3803-47415	2.68
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2 PVC SCH40 SW CAP 447-020	504-3803-47415	1.18
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2X20' CL200 PVC PIPE BELLED 1...	504-3803-47415	780.00
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	HB13420 2X3/4CC BR SAD F/PV...	504-3803-47415	96.05
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	2 SCH40 ML AD HXMIPT 436-020	504-3803-47415	159.33
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	B20200N 2 NO LEAD BALL MTR ...	504-3803-47415	613.08
HD SUPPLY WATERWORKS, LTD	F393410	05/20/2016	562-S VLV BOX WTR COMP IMP	504-3803-47415	54.66
FERGUSON WATERWORKS	0274177	05/27/2016	4 HYMAX Rep Coup 4.25 - 5.63	504-3803-47415	634.17
FERGUSON WATERWORKS	0274177	05/27/2016	LF 2 CTS Grip Comp Union 3 Part	504-3803-47415	229.17
CHERRILL'S WESTERN	4979-18	05/27/2016	Wrangler Jeans - David Turpen	504-3803-42620	138.00
CHERRILL'S WESTERN	4979-18	05/27/2016	Wrangler Shirts - David Turpen	504-3803-42620	162.00
CHERRILL'S WESTERN	4979-18	05/27/2016	Safety Boots - Marty Davis	504-3803-44615	150.00
CHERRILL'S WESTERN	4979-18	05/27/2016	Safety Boots - Isaac Fuentes	504-3803-44615	150.00
NEW MEXICO GAS COMPANY, I...	042516	05/05/2016	GAS BILLS	504-3803-43780	31.14
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	504-3803-43316	54.07
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	504-3803-43780	6,217.68
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	504-3803-47420	17.37
EWING IRRIGATION	11311803	05/05/2016	XERIMAN RAINBIRD TOOL	504-3803-47415	11.76
EWING IRRIGATION	11311803	05/05/2016	3/4 PVC INSERT MALE ADPT MP...	504-3803-47415	17.70
EWING IRRIGATION	11311803	05/05/2016	SIZE 12 300 SERIES SS CLAMPS	504-3803-47415	32.40
EWING IRRIGATION	11311803	05/05/2016	12IN LP GREEN VALVE BOX/LID	504-3803-47415	101.02
EWING IRRIGATION	11311803	05/05/2016	SPECTRUM 360 ADJ JET W/STA...	504-3803-47415	130.80
EWING IRRIGATION	11311803	05/05/2016	L/S PROD DRIP ZONE NO VALVE	504-3803-47415	81.48
EWING IRRIGATION	11311803	05/05/2016	3/4 BBV-1 FULL PORT THD BALL...	504-3803-47415	56.70
EWING IRRIGATION	11311803	05/05/2016	LP185 1000FT PE 1/8 TUBING 1...	504-3803-47415	41.70
SIERRA AUTO/CARQUEST	ID-187943	05/05/2016	12 V Battery	504-3803-47415	110.79
SIERRA AUTO/CARQUEST	ID-188651	05/05/2016	Torque Convertor	504-3803-47420	163.99
SIERRA AUTO/CARQUEST	ID-188651	05/05/2016	Oil Seal	504-3803-47420	6.06
SIERRA AUTO/CARQUEST	ID-188651	05/05/2016	Trans Filter	504-3803-47420	13.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	ID-188651	05/05/2016	Transmission Mount	504-3803-47420	6.26
SIERRA AUTO/CARQUEST	ID-188651	05/05/2016	Dip Stick Grommet	504-3803-47420	2.59
SIERRA AUTO/CARQUEST	ID-188652	05/05/2016	Front Pump Bushing	504-3803-47420	7.99
SIERRA AUTO/CARQUEST	ID-189095	05/05/2016	gasket	504-3803-47420	5.92
SIERRA AUTO/CARQUEST	ID-189095	05/05/2016	oring	504-3803-47420	6.69
SIERRA AUTO/CARQUEST	ID-189253	05/05/2016	9006 bulb	504-3803-47420	14.92
SIERRA AUTO/CARQUEST	ID-189284	05/05/2016	Wheel bearing	504-3803-47420	19.76
SIERRA AUTO/CARQUEST	ID-189284	05/05/2016	bearing	504-3803-47420	19.76
SIERRA AUTO/CARQUEST	ID-189284	05/05/2016	brake pad	504-3803-47420	14.20
SIERRA AUTO/CARQUEST	ID-189284	05/05/2016	oil seal	504-3803-47420	5.90
Fund 504 - Water Total:					44,261.56

Fund: 505 - Solid Waste

CLARK TRUCK EQUIP CO., INC.	0108375	05/13/2016	freight	505-3904-47420	16.50
CLARK TRUCK EQUIP CO., INC.	0108375	05/13/2016	arm stow kit	505-3904-47420	243.13
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	505-3904-43775	59.42
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	505-3904-41226	271.82
O'REILLY AUTO PARTS, INC.	304513	05/13/2016	Radiator Cap	505-3904-44607	10.48
AIRE HYDRAULICS	349967	05/13/2016	Repair 2 mask lift Cylinder	505-3904-47420	298.32
B & H OIL CO.	39652	05/13/2016	UNLEADED	505-3904-43316	291.70
B & H OIL CO.	39652	05/13/2016	DIESEL	505-3904-43317	1,515.11
TITAN MACHINERY, INC	7672398	05/13/2016	hose	505-3904-47420	120.84
RELIABLE CHEVROLET INC.	768028	05/13/2016	freight	505-3904-47420	15.00
RELIABLE CHEVROLET INC.	768028	05/13/2016	cover	505-3904-47420	207.45
PARADIGM SOFTWARE, LLC	9194	05/13/2016	ON-SITE TRAINING	505-3904-42720	3,549.99
PARADIGM SOFTWARE, LLC	9254	05/13/2016	Customize Paradigm Software t...	505-3904-44606	1,600.00
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	505-3904-43775	133.80
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	505-3904-41226	302.78
JET-SON GARAGE & HOBBIE	10613	05/20/2016	Back Glass	505-3904-47420	234.36
B & H OIL CO.	39616	05/20/2016	DIESEL FUEL	505-3904-43317	504.75
AL'S SIERRA GLASS & MIRROR	401	05/27/2016	INSTALL WINDSHIELD	505-3904-47420	200.00
WAGNER EQUIPMENT CO.	P10C0614044	05/27/2016	bucket link	505-3904-47420	247.88
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	plow bolt	505-3904-47420	11.52
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	freight	505-3904-47420	12.50
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	washer	505-3904-47420	7.12
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	cutting edge	505-3904-47420	309.46
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	nut	505-3904-47420	6.08
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	hydraulic line	505-3904-47420	260.61
WAGNER EQUIPMENT CO.	P10C0614445	05/27/2016	oring	505-3904-47420	5.34
NEW MEXICO GAS COMPANY, I...	041516-1	05/05/2016	GAS BILL/RECYCLE CENTER	505-3904-43780	22.23
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	505-3904-43316	218.25
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	505-3904-43780	382.66
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	505-3904-47420	69.88
XEROX CORP.	084151847	05/05/2016	METER USAGE	505-3904-47420	25.60
XEROX CORP.	084151848	05/05/2016	METER USAGE	505-3904-47420	44.99
XEROX CORP.	084451813	05/05/2016	METER USAGE	505-3904-47420	11.31
XEROX CORP.	084451815	05/05/2016	METER USAGE	505-3904-47420	26.91
SIERRA AUTO/CARQUEST	ID-188545	05/05/2016	Hose Fittings	505-3904-47420	27.56
SIERRA AUTO/CARQUEST	ID-188545	05/05/2016	Hose 28 Inches	505-3904-47420	12.88
WAGNER EQUIPMENT CO.	P10C0612008	05/05/2016	Bucket linkage	505-3904-47420	247.88
WAGNER EQUIPMENT CO.	P10C0612008	05/05/2016	freight - 3 day air	505-3904-47420	70.45
Fund 505 - Solid Waste Total:					11,596.56

Fund: 506 - WWTP

WEX BANK	002563	05/13/2016	UNLEADED	506-4005-43316	24.41
FORT BEND SERVICES, INC.	0202647	05/13/2016	Cationic Polymer 5 Gallon Pail	506-4005-44607	2,529.74
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	506-4005-43775	59.42
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	506-4005-41226	229.82
INTERLAB	21156	05/13/2016	COPPER	506-4005-47415	25.00
INTERLAB	21156	05/13/2016	TDS	506-4005-47415	15.00
INTERLAB	21156	05/13/2016	TKN	506-4005-47415	40.00
INTERLAB	21156	05/13/2016	NITRATES	506-4005-47415	15.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
INTERLAB	21156	05/13/2016	CHLORIDES	506-4005-47415	13.00
INTERLAB	21156	05/13/2016	COMPOST MPN METHOD	506-4005-47415	120.00
B & H OIL CO.	39656	05/13/2016	UNLEADED	506-4005-43316	506.26
B & H OIL CO.	39656	05/13/2016	DIESEL	506-4005-43317	41.37
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	506-4005-43775	94.08
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	506-4005-41226	273.57
4 RIVERS EQUIPMENT	92656	05/20/2016	freight	506-4005-47420	12.23
4 RIVERS EQUIPMENT	92656	05/20/2016	switch	506-4005-47420	80.47
4 RIVERS EQUIPMENT	92656	05/20/2016	connector	506-4005-47420	2.55
DPC INDUSTRIES, INC.	DE74000289-16	05/20/2016	DEMURRAGE/RENTAL INVOICE	506-4005-44607	265.00
UPS	F7093X196	05/20/2016	DELIVERY SERVICE	506-4005-47415	173.68
UPS	F7093X206	05/20/2016	DELIVERY SERVICE	506-4005-47415	475.69
SAGE ENVIRONMENTAL CONSU...	1624-1-1-09	05/27/2016	P. Promelas - 7 Day	506-4005-47415	590.00
SAGE ENVIRONMENTAL CONSU...	1624-1-1-09	05/27/2016	C. Dubia - 7 Day	506-4005-47415	590.00
DPC INDUSTRIES, INC.	747001004-16	05/27/2016	150# CHLORINE CYLINDERS	506-4005-43416	1,031.94
DPC INDUSTRIES, INC.	747001005-16	05/27/2016	150# cylinders sulfur dioxide...	506-4005-43416	895.44
USA BLUEBOOK	953804	05/27/2016	PH Meter	506-4005-43416	816.35
USA BLUEBOOK	953804	05/27/2016	Sample Cells	506-4005-47425	59.40
USA BLUEBOOK	953804	05/27/2016	Isco Chart Paper	506-4005-47425	121.95
KYLE BLACKLOCK	040216	05/05/2016	PER DIEM DUE/RUIDOSO	506-4005-42310	53.40
RAMON SANCHEZ	042116	05/05/2016	PER DIEM DUE/RUIDOSO	506-4005-42310	53.40
LEONIDES MARTINEZ	042116	05/05/2016	PER DIEM DUE/RUIDOSO	506-4005-42310	53.40
NEW MEXICO GAS COMPANY, I...	042616	05/05/2016	GAS BILL/VACUUM STATION	506-4005-43780	22.48
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	506-4005-43316	23.16
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	506-4005-43780	4,990.57
INTERNAL SERVICE FUND	050416	05/05/2016	OIL-MAINT-SAFETY 04/16	506-4005-47420	7.02
XEROX CORP.	084216327	05/05/2016	METER USAGE	506-4005-44606	11.31
SUN VALLEY, INC.	121002/6	05/05/2016	GT Tele Bypass Lopper	506-4005-47415	53.98
SUN VALLEY, INC.	121002/6	05/05/2016	1/2 HP Sump Pump	506-4005-47415	266.50
SUN VALLEY, INC.	121002/6	05/05/2016	2 AMP Fuse	506-4005-47415	14.48
SUN VALLEY, INC.	121002/6	05/05/2016	Hula-Ho Weeder	506-4005-47415	43.98
SUN VALLEY, INC.	121002/6	05/05/2016	GT FBG GDN Hoe	506-4005-47415	35.98
SUN VALLEY, INC.	121002/6	05/05/2016	1 GAL Red Poly Gas Can	506-4005-47415	13.99
SUN VALLEY, INC.	121002/6	05/05/2016	Engine Oil 2.6oz 6Pk	506-4005-47415	21.50
SUN VALLEY, INC.	121002/6	05/05/2016	Fuse Puller	506-4005-47415	6.98
SUN VALLEY, INC.	121002/6	05/05/2016	3 lb .105 Trimmer Line	506-4005-47415	57.98
SUN VALLEY, INC.	121002/6	05/05/2016	Poly Pistol Nozzle	506-4005-47415	6.58
SUN VALLEY, INC.	121002/6	05/05/2016	Maid Blended Corn Broom	506-4005-47415	14.98
SUN VALLEY, INC.	121002/6	05/05/2016	MP Selcet 3 PK Brush	506-4005-47415	12.99
SUN VALLEY, INC.	121002/6	05/05/2016	STHIL FS 38 Trimmer	506-4005-47415	259.90
SUN VALLEY, INC.	121002/6	05/05/2016	9" Pro Steel Dust Pan	506-4005-47415	15.98
SUN VALLEY, INC.	121002/6	05/05/2016	Feather Head Duster	506-4005-47415	8.99
SUN VALLEY, INC.	121002/6	05/05/2016	GT 3M Osc Sprinkler	506-4005-47415	17.98
SUN VALLEY, INC.	121002/6	05/05/2016	5' 10" Manure Fork	506-4005-47415	40.99
HERALD PUBLISHING CO., INC.	9989	05/05/2016	Notice of Publication to run 4-1...	506-4005-48598	227.82
SIERRA AUTO/CARQUEST	ID-188327	05/05/2016	Ignition Lock Cyl	506-4005-47420	17.03
SIERRA AUTO/CARQUEST	ID-188327	05/05/2016	Water Pump Stud Set	506-4005-47420	6.61
Fund 506 - WWTP Total:					15,461.33

Fund: 507 - Solid Waste Transfer Station

O'REILLY AUTO PARTS, INC.	305241	05/13/2016	5 PC EXTRACT	507-4203-44607	11.99
O'REILLY AUTO PARTS, INC.	305241	05/13/2016	11 OZ. PENETRNT	507-4203-44607	17.94
CITY OF LAS CRUCES	43169	05/13/2016	SOLID WASTE DISPOSAL TRANS...	507-4203-48598	28,778.04
PARADIGM SOFTWARE, LLC	9194	05/13/2016	ON-SITE TRAINING	507-4203-42720	3,000.00
BUREAU OF LAND MANAGEME...	051716	05/20/2016	T or C Landfill Property	507-4203-44607	301.20
GORDON ENVIRONMENTAL, INC	4613	05/20/2016	SERVICES/GROUNDWATER MO...	507-4203-48599	1,092.04
GORDON ENVIRONMENTAL, INC	4614	05/20/2016	SERVICES/ENVIRONMENTAL M...	507-4203-48599	1,438.92
KCHS	8178	05/20/2016	RADIO ADVERTISING/RECYCLIN...	507-4203-60835	341.78
CERTIFIED LABORATORIES	2319119	05/27/2016	Cut-Thru Ed 2x2.5 GL, US MM X	507-4203-44607	320.11
DESERT GRAPHICS INC.	4762	05/27/2016	Decal Red Flammable 4x29	507-4203-44607	53.60
DESERT GRAPHICS INC.	4762	05/27/2016	Decal Black- Used Oil 4x29	507-4203-44607	40.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DESERT GRAPHICS INC.	4762	05/27/2016	Decal Red Flammable 6x42	507-4203-44607	40.00
DESERT GRAPHICS INC.	4762	05/27/2016	Decal Black Used Oil 6x42	507-4203-44607	40.00
SIERRA AUTO/CARQUEST	ID-188177	05/05/2016	TIRE INFLATOR W/GAUGE	507-4203-44607	106.48
Fund 507 - Solid Waste Transfer Station Total:					35,582.10
Fund: 508 - Golf Course					
TERRY TAYLOR	112	05/13/2016	CONTRACT 04/01/16-04/30/16	508-4303-48599	11,154.88
B & H OIL CO.	39311	05/13/2016	UNLEADED	508-4303-48599	453.91
BARTOO SAND & GRAVEL, INC.	M20473	05/13/2016	PLASTER SAND	508-4303-48599	473.20
CITY UTILITIES	050416	05/05/2016	CITY UTILITIES	508-4303-43780	926.48
Fund 508 - Golf Course Total:					13,008.47
Fund: 509 - Muni Airport					
VERIZON WIRELESS	050516	05/13/2016	CELL PHONE BILLS	509-4403-43775	59.42
NM RETIREE HEALTH CARE	050916	05/13/2016	BENEFIT PR ENDING 04/29/16	509-4403-41226	54.17
B & H OIL CO.	39662	05/13/2016	UNLEADED	509-4403-43316	23.88
WINDSTREAM CORPORATION	051616	05/20/2016	PHONE BILLS	509-4403-43775	400.25
NM RETIREE HEALTH CARE	051816	05/20/2016	BENEFIT PR ENDING 05/13/16	509-4403-41226	54.17
SIERRA COLLISION & TOWING	052316	05/27/2016	paint labor	509-4403-47420	64.40
SIERRA COLLISION & TOWING	052316	05/27/2016	body labor	509-4403-47420	276.00
SIERRA COLLISION & TOWING	052316	05/27/2016	body supplies	509-4403-47420	58.31
SIERRA COLLISION & TOWING	052316	05/27/2016	paint supplies	509-4403-47420	39.20
SIERRA ELECTRIC CO-OP, INC.	052516-1	05/27/2016	SECURITY TRA	509-4403-43780	99.02
SIERRA ELECTRIC CO-OP, INC.	052516-2	05/27/2016	AIRPORT FUELING STATION	509-4403-43780	628.57
SIERRA ELECTRIC CO-OP, INC.	052516-3	05/27/2016	PIPPEN BUILDING	509-4403-43780	42.54
SIERRA ELECTRIC CO-OP, INC.	042916-1	05/05/2016	SECURITY TRA.	509-4403-43780	93.73
SIERRA ELECTRIC CO-OP, INC.	042916-2	05/05/2016	AIRPORT FUELING STATION	509-4403-43780	601.62
SIERRA ELECTRIC CO-OP, INC.	042916-3	05/05/2016	PIPPEN BUILDING	509-4403-43780	27.71
Fund 509 - Muni Airport Total:					2,522.99
Fund: 600 - Internal Serv					
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	86.88
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	35.22
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	107.95
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	6.88
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	59.79
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	133.50
WEST FLEET/SANDIA FLEET	01-672377	05/13/2016	Filter	600-7003-47420	43.44
PARTS PLUS, INC.	1-428779	05/13/2016	15w-40 oil	600-7003-43316	959.00
B & H OIL CO.	39702	05/20/2016	THF 1000 hydraulic oil	600-7003-43316	489.23
Fund 600 - Internal Serv Total:					1,921.89
Grand Total:					784,344.20

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	91,510.22
201 - Corrections	2,126.00
209 - Fire	2,989.46
211 - Law Enforce Prot	268.60
214 - Lodgers Tax	18,806.28
216 - Muni Street	20,421.44
217 - Recreation	976.50
294 - State Library	8,694.80
295 - Muni Pool	4,130.98
296 - PD GRT	10,000.00
302 - Elec Construction	9,912.81
303 - Vet Wall	104.68
305 - CI Gen	41,031.75
306 - CI Jt Uti	73,612.78
312 - R&R Airport	26,631.71
403 - Pledge State	95,243.75
501 - Cemetary	132.32
502 - Util Office - Pool	9,921.73
503 - Electric	243,473.49
504 - Water	44,261.56
505 - Solid Waste	11,596.56
506 - WWTP	15,461.33
507 - Solid Waste Transfer Station	35,582.10
508 - Golf Course	13,008.47
509 - Muni Airport	2,522.99
600 - Internal Serv	1,921.89
Grand Total:	784,344.20

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	12,339.07
101-1001-41226	RETIREE INSURANCE-OFF ...	236.06
101-1001-42305	MILEAGE REIMBURSEME...	24.44
101-1001-42310	PER DIEM-OFFICE OF CITY...	53.40
101-1001-43740	PRINTING/PUBLISHING	193.25
101-1001-43770	SUBSCRIPTION & DUES	55.00
101-1001-43775	TELEPHONE	481.37
101-1001-44606	OFFICE SUPPLIES	521.43
101-1001-44810	EQUIPMENT & MACHINE...	481.78
101-1002-41226	RETIREE INSURANCE-MUN...	140.84
101-1002-42305	MILEAGE REIMBURSEME...	219.44
101-1002-42310	PER DIEM-MUNI COURT	511.80
101-1002-42720	EMPLOYEE TRAINING-M...	300.00
101-1002-43735	POSTAGE/MAIL SERVICE...	94.00
101-1002-43775	TELEPHONE	93.03
101-1002-44606	OFFICE SUPPLIES	876.48
101-1002-44815	FURN/FIXTURES	1,507.35
101-1002-48793	SCREENING FEES-MUNI C...	75.00
101-1002-60840	OTHER CAP PUR/AOC/JID ...	2,852.21
101-1003-41226	RETIREE INSURANCE-OFF ...	246.26
101-1003-43316	GAS & OIL	23.08
101-1003-43740	PRINTING/PUBLISHING	51.24
101-1003-43770	SUBSCRIPTION & DUES	55.00
101-1003-43775	TELEPHONE	567.96
101-1003-44606	OFFICE SUPPLIES	169.42
101-1003-44810	EQUIPMENT & MACHINE...	235.45
101-1003-60781	NM CLEAN & BEAUTIFUL ...	4,183.32

Account Summary

Account Number	Account Name	Payment Amount
101-1004-41226	RETIREE INSURANCE-ADM...	502.76
101-1004-43740	PRINTING/PUBLISHING	173.75
101-1004-43770	SUBSCRIPTION & DUES	441.00
101-1004-43775	TELEPHONE	478.06
101-1004-44615	SAFETY EQUIPMENT	785.56
101-1004-44810	EQUIPMENT & MACHINE...	179.91
101-1004-48599	OTHER CONTRACTUAL SE...	21,423.32
101-1005-43775	TELEPHONE	114.28
101-1007-41226	RETIREE INSURANCE-POLI...	1,483.76
101-1007-43316	GAS & OIL	1,340.27
101-1007-43770	SUBSCRIPTION & DUES	110.00
101-1007-43775	TELEPHONE	717.97
101-1007-44606	OFFICE SUPPLIES	54.60
101-1007-47420	MAINTENANCE VEHICLE/...	8,347.49
101-1007-48598	PROFESSIONAL SERVICES	1,061.46
101-1007-48599	OTHER CONTRACTUAL SE...	205.74
101-1008-41226	RETIREE INSURANCE-COD...	137.20
101-1008-43316	GAS & OIL	279.57
101-1008-43775	TELEPHONE	54.00
101-1008-47420	MAINTENANCE VEH/EQUI...	20.00
101-1009-41226	RETIREE INSURANCE-MUN...	147.38
101-1009-43316	GAS & OIL	383.82
101-1009-43317	DIESEL-RECREATION	102.60
101-1009-43775	TELEPHONE	268.65
101-1009-44607	FIELD SUPPLIES-MUNI RE...	2,819.27
101-1009-47420	MAINTENANCE VEHICLE/...	159.71
101-1009-48599	OTHER CONTRACTUAL SE...	922.25
101-1010-41226	RETIREE INSURANCE-BUIL...	184.94
101-1010-42305	MILEAGE REIMBURSEME...	12.30
101-1010-42310	PER DIEM-BLDG INSPECT...	36.40
101-1010-43316	GAS & OIL	132.94
101-1010-43775	TELEPHONE	619.79
101-1010-47420	MAINTENANCE-VEHICLE/...	28.50
101-1011-41226	RETIREE INSURANCE-STRE...	605.14
101-1011-43775	TELEPHONE	83.47
101-1012-41226	RETIREE INSURANCE-FLEE...	237.50
101-1012-43316	GAS & OIL	39.06
101-1012-43775	TELEPHONE	196.01
101-1012-44606	OFFICE SUPPLIES	10.44
101-1012-44607	FIELD SUPPLIES-FLEET MA...	208.00
101-1012-44615	SAFETY EQUIPMENT	103.49
101-1012-47420	MAINTENANCE-VEHICLE/...	43.42
101-1014-41226	RETIREE INSURANCE-FACI...	408.06
101-1014-42310	PER DIEM-FACILITY MGT	46.00
101-1014-42620	UNIFORM/LINEN-FACILITY...	449.94
101-1014-43316	GAS & OIL	380.60
101-1014-43403	REGULAR BUILDING MAI...	1,361.05
101-1014-43775	TELEPHONE	382.10
101-1014-44606	OFFICE SUPPLIES	16.08
101-1014-44607	FIELD SUPPLIES-FACILITY ...	6,666.31
101-1014-47420	MAINTENANCE-VEHICLE/...	7.52
101-1014-80805	BUILDING & STRUCTURES	385.23
101-1016-41226	RETIREE INSURANCE-LIBR...	370.12
101-1016-44606	OFFICE SUPPLIES	1,038.18
101-1016-44830	CITY BOOK PURCHASING-L...	100.37
101-1018-43780	UTILITIES	7,805.20
101-1099-34348	RENT OF PUBLIC FACILITIES	250.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	36.00

Account Summary

Account Number	Account Name	Payment Amount
201-1903-48710	CARE OF PRISONERS-COR...	2,090.00
209-1603-42310	PER DIEM-STATE FIRE FU...	1,500.00
209-1603-43316	GAS & OIL	258.26
209-1603-43780	UTILITIES	498.35
209-1603-47420	MAINTENANCE VEHICLE/...	353.62
209-1603-80845	OTHER CAPITAL PURCHAS...	379.23
211-2003-44573	UNIFORM & EQUIPMENT	268.60
214-2503-43805	BUILDING/STRUCTURES-L...	475.00
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47406	PROMOTIONAL/ADVERTIS...	5,774.82
214-2503-47597	9% ADVERTISING/MARKET...	8,459.28
214-2503-48599	OTHER CONTRACTUAL SE...	1,355.96
214-2503-48815	SERVICE CONTRACTS-LO...	291.67
214-2503-60596	STATE ADVERTISING GRA...	1,498.82
216-4503-42720	EMPLOYEE TRAINING-M...	220.00
216-4503-43316	GAS & OIL	404.67
216-4503-43317	DIESEL FUEL-STREET MAI...	1,537.90
216-4503-43550	ROADWAY MAINTENANCE	12,798.78
216-4503-44607	FIELD SUPPLIES-STREETS	540.60
216-4503-47420	MAINT.VEHILCE/FURN/E...	4,919.49
217-1703-60840	CAPITAL OUTLAY (NMFA ...	976.50
294-5003-48599	OTHER CONTRACTUAL SE...	17.80
294-5003-48830	LIBRARY ACQUISITION (B...	8,677.00
295-4803-34355	POOL DEPOSIT/RENTAL	250.00
295-4803-41226	RETIREE INSURANCE-MUN...	105.74
295-4803-42310	PER DIEM-MUNI POOL	158.58
295-4803-43780	UTILITIES-MUNI POOL	3,399.00
295-4803-44607	FIELD SUPPLIES-MUNI PO...	80.00
295-4803-44615	SAFETY EQUIPMENT	137.66
296-2403-48599	OTHER CONTRACTUAL SE...	10,000.00
302-4603-90905	DEBT SERVICE PRINCIPAL	7,219.92
302-4603-90910	DEBT SERVICE INTEREST	2,527.03
302-4603-90915	COMMITMENT FEES & O...	165.86
303-4703-43775	TELEPHONE	104.68
305-6003-43805	BLDGS/STRUCTURES - CI ...	11,721.78
305-6003-43815	SOFTWARE LIC/SOFTWAR...	308.46
305-6003-80825	CAPITAL PURCHASE/FINA...	29,001.51
306-6103-48599	PROFESSIONAL SERVICES{...	6,799.44
306-6103-80845	CAPITAL IMPROVEMENTS	28,136.72
306-6103-90905	DEBT SERVICE PRINCIPAL...	34,063.41
306-6103-90910	DEBT SERVICE INTEREST	4,348.48
306-6103-90915	COMMITMENTS & OTHER...	264.73
312-8403-60403	TAXIWAY A PAVEMENT	25,777.41
312-8403-60597	AIRPORT NMDOT GRANT ...	854.30
403-1203-90905	DEBT SERVICE PRINCIPAL...	95,243.75
501-1803-43780	UTILITIES	132.32
502-3601-41226	RETIREE INSURANCE-UTIL...	213.74
502-3601-43316	GAS & OIL	27.10
502-3601-43735	POSTAGE & MAIL SERVICE...	3,968.82
502-3601-43775	TELEPHONE	545.46
502-3601-43780	UTILITIES	266.65
502-3601-44606	OFFICE SUPPLIES	960.00
502-3601-44615	SAFETY EQUIPMENT	362.60
502-3601-45555	MISCELLANEOUS EXPENSE...	750.05
502-3601-48598	PROFESSIONAL SERVICES	2,827.31
503-3702-41226	RETIREE INSURANCE-ELEC...	606.76
503-3702-42620	UNIFORM/LINEN-ELECTRI...	1,514.64
503-3702-42720	EMPLOYEE TRAINING-ELE...	1,392.06

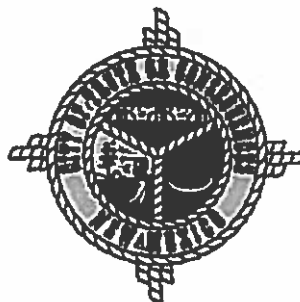
Account Summary

Account Number	Account Name	Payment Amount
503-3702-43316	GAS & OIL	423.24
503-3702-43317	DIESEL FUEL-ELECTRIC DIV...	285.80
503-3702-43775	TELEPHONE	33.60
503-3702-43780	UTILITIES	5,722.58
503-3702-44615	SAFETY EQUIPMENT	2,396.05
503-3702-47415	MAINTENANCE/GROUNDS..	10,523.71
503-3702-47420	MAINTENANCE-VEHICLE/...	6,674.64
503-3702-48599	OTHER CONTRACTUAL SE...	5,516.92
503-3702-50795	WHOLESALE POWER COS...	208,383.49
504-3803-41226	RETIREE INSURANCE-WAT...	255.97
504-3803-42620	UNIFORM/LINEN-WATER ...	300.00
504-3803-43316	GAS & OIL	374.96
504-3803-43317	DIESEL-WATER DIVISION	433.42
504-3803-43770	SUBSCRIPTION/DUES	75.00
504-3803-43775	TELEPHONE	119.92
504-3803-43780	UTILITIES	6,248.82
504-3803-43797	WATER CONSERVATION-...	1,003.65
504-3803-44615	SAFETY EQUIPMENT	450.00
504-3803-44810	EQUIPMENT & MACHINE...	28,500.00
504-3803-47415	MAINTENANCE-GROUNDS..	6,195.05
504-3803-47420	MAINTENANCE-VEHICLE/...	304.77
505-3904-41226	RETIREE INSURANCE-SOLI...	574.60
505-3904-42720	EMPLOYEE TRAINING-SOL...	3,549.99
505-3904-43316	GAS & OIL	509.95
505-3904-43317	DIESEL FUEL-SOLID WASTE..	2,019.86
505-3904-43775	TELEPHONE	193.22
505-3904-43780	UTILITIES	404.89
505-3904-44606	OFFICE SUPPLIES	1,600.00
505-3904-44607	FIELD SUPPLIES-SOLID WA...	10.48
505-3904-47420	MAINTENANCE-VEHICLE/...	2,733.57
506-4005-41226	RETIREE INSURANCE-WAS...	503.39
506-4005-42310	PER DIEM-WASTEWATER ...	160.20
506-4005-43316	GAS & OIL	553.83
506-4005-43317	DIESEL FUEL-WASTEWAT ...	41.37
506-4005-43416	O & M PURCHASES-WAST...	2,743.73
506-4005-43775	TELEPHONE	153.50
506-4005-43780	UTILITIES	5,013.05
506-4005-44606	OFFICE SUPPLIES	11.31
506-4005-44607	FIELD SUPPLIES-WASTE...	2,794.74
506-4005-47415	MAINTENANCE-GROUNDS..	2,951.13
506-4005-47420	MAINTENANCE-VEHICLE/...	125.91
506-4005-47425	OTHER MAINTENANCE-W...	181.35
506-4005-48598	PROFESSIONAL SERVICES	227.82
507-4203-42720	EMPLOYEE TRAINING	3,000.00
507-4203-44607	FIELD SUPPLIES	931.32
507-4203-48598	CONTRACT SERVICES-SC...	28,778.04
507-4203-48599	PROF SERV-ENG (BLM LA...	2,530.96
507-4203-60835	CONST. GRANT 10-NT-18	341.78
508-4303-43780	UTILITIES	926.48
508-4303-48599	OTHER CONTRACTUAL SE...	12,081.99
509-4403-41226	RETIREE INSURANCE-AIR...	108.34
509-4403-43316	GAS & DIESEL	23.88
509-4403-43775	TELEPHONE	459.67
509-4403-43780	UTILITIES	1,493.19
509-4403-47420	MAINTENANCE VEH/EQUI...	437.91
600-7003-43316	GAS & OIL	1,448.23
600-7003-47420	MAINTENANCE-VEHICLE/...	473.66
	Grand Total:	784,344.20

Project Account Summary

Project Account Key	Payment Amount
None	784,344.20
Grand Total:	<u>784,344.20</u>

F.5



**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM: Contract for Services

BACKGROUND: The Municipal Court of Truth or Consequences has updated its contract for Public Defender services for indigent defendants.

STAFF RECOMMENDATION: Broaden scope of information the Municipal Court will provide to its contracted attorneys; include a more comprehensive section regarding contracted attorney's compensation; include indemnification clause for the City; include clause regarding legal action; and included a termination clause.

SUPPORT INFORMATION:

Name of Presenter: Margaret Clanton Juan Fuentes	Department: Municipal Court, TCA City Manager	Meeting date: June 14, 2016
---	--	-----------------------------



Blaine T. Mynatt
Damian L. Martinez
Bradley A. Springer*
Casey B. Fitch
Benjamin J. Young
Ashlee M. Placencio
Alan J. Dahl

Of Counsel
Matthew P. Holt
David McNeill, Jr.
Stephen A. Hubert
William A. Walker, Jr.
Edith M. Reeves
*Also licensed in Texas

June 3, 2016

VIA EMAIL

Margaret Clanton
T or C Municipal Court
297 W 3rd Street
T or C NM 87901
torccourt@torcnm.org

Re: Truth or Consequences Municipal Court – Public Defender Contracts

Dear Ms. Clanton:

We have reviewed Truth or Consequences Municipal Court's Contract for Services, and have developed a series of changes that we recommend the Court put in to place. We have attached our suggested changes to this email in a redlined format so that you may choose to accept or reject each individual change. You may put this revised contract into effect immediately by having the current contracted attorneys sign this updated version of the contract. Alternatively, you may retain this altered copy of the contract for future use. The changes we have suggested are not time sensitive and will be just as valid next year as they are currently. It is our recommendation, however, that the Court utilize this updated contract immediately, as it significantly clarifies some of the terms of the contract, including compensation, liability, and termination. The degree to which you implement our suggested changes and when you do so is at your discretion.

Should you have any questions or concerns regarding our suggested changes, or how to go about implementing this new contract, please feel free to contact our office at (575) 524-8812.

Sincerely,

HOLT MYNATT MARTÍNEZ P.C.

BRADLEY A. SPRINGER
ALAN J. DAHL

BAS/jg/2003-001
Enclosures as noted

cc: Juan Fuenles

City of Truth or Consequences

505 Sims

Truth or Consequences, New Mexico 87901

Attention: Juan Fuentes, City Manager

Contractor

NAME: Les Deschamps, Attorney

ADDRESS: 316 E. Third Avenue

CITY, STATE, ZIP: Truth or Consequences, NM 87901

FEDERAL / EMPLOYEE ID NUMBER: 362-44-3351

STATE ID: _____

BUSINESS LICENSE NUMBER: _____

TELEPHONE: 575-835-2222 **CELL:** 575-517-0034 **FAX:** 575-835-2922

CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determines its interpretation or application.

APPROVALS

City:

STEVEN GREEN, Mayor _____ **Date** _____

ATTEST: RENEE CANTIN, City Clerk _____ **Date** _____

BRADLEY A. SPRINGER, City Attorney _____ **Date** _____

Contractor:

Lee Deschamps

Attorney:

Date 6/8/16

Printed Name: LEE DESCHAMPS

City of Truth or Consequences

Contract for Services

2016-2017

Part I

THIS agreement for services is by and between the City of Truth or Consequences (hereinafter called "City") and Les Deschamps (hereinafter called "Contractor").

WHEREAS the City wishes to engage the services of an attorney to represent and serve as Counsel in cases requiring an attorney before the Municipal Court.

NOW THEREFORE the parties do mutually agree as follows:

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed below.

Scope of Work

Representation of defendants who are eligible for appointment of counsel or are determined to be indigent and are facing charges filed in the Municipal Court of Truth or Consequences, New Mexico. The Municipal Court Judge determines eligibility for indigent counsel services, applicability of the right to counsel, and has assigned Contractor to provide legal representation to said defendant; such representation shall continue until defendant has been sentenced by the court, acquitted of all charges or the charges have been dismissed by the prosecution or the Court on motion or *Sua Sponte*.

The Contractor will follow the Municipal Court of Truth or Consequences Policy and Rules of Procedure. (Copy to be provided)

Time of performance

The services of the Contractor shall commence on July 1, 2016 and be completed on June 30, 2017. The Contractor represents that he/she are in good standing with the New Mexico State Bar.

Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement. This contract may be extended on an annual basis for an additional three (3) years commencing on July 1 of the next fiscal year. In no event shall the original term of this contract, together with all extensions exceed four (4) years.

Access to Information

It is agreed that all information, data, reports, records, maps, and all other materials relating to the facts of the Contractor's assigned cases as are existing, available, and necessary for the carrying out of work outlined in the agreement, shall be furnished to the Contractor by the City at no charge. The provision of additional informational resources, including but not limited to those necessary to conduct legal research, shall be the Contractor's sole responsibility.

Compensation and Method of Payment

The Contractor shall be compensated for his/her services at a flat rate of Six Hundred and Fifty and No/100 Dollars (\$650.00) per case assigned. Compensation shall be provided to the contractor upon completion of the Contractor's representation of the assigned client. In no event shall the Contractor's compensation exceed Six Hundred and Fifty and No/100 Dollars (\$650.00) per case. Applicable gross receipts taxes, services including travel, per diem, and other expenses of the Contractor or its staff shall be the Contractors' responsibility. Total compensation to be paid under the agreement shall not exceed an annual total of \$26,000. If compensation paid under this contract exceeds \$600.00 in a year, the City will issue IRS Form 1099 on a calendar year basis.

Claims

The Contractor shall save, hold harmless, and indemnify the City free from claims that may arise in connection with work the Contractor will perform under the agreement. The Contractor also agrees to pay for staff time at standard hourly billing rates, plus expenses at cost that might be required for expert testimony, or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

It is understood and agreed that this contract is not intended to create an enforceable interest for third party beneficiaries to this contract. Outside of the City and the Contractor, no party shall have a right to enforce the terms of this contract.

Nothing in this contract shall abridge or waive the immunities granted to the City under the New Mexico Tort Claims Act.

If City brings a legal action against the Contractor to enforce the terms of this contract, and the City prevails in that legal action, it shall be entitled to recover its attorney's fees.

Bribes and Gratuities

It is illegal in New Mexico for any public employee to solicit or accept anything of value in connection with award of the contract and for any person to offer or pay anything of value to any such public employee. (NMSA 1978, §§ 30-24-1 through 30-24-2).

Termination

Either party to this contract may terminate the contractor relationship with the City upon thirty (30) days' notice. The Contractor shall turn over to the City all files for any commenced but not completed representation before the date of termination.

City of Truth or Consequences

505 Sims

Truth or Consequences, New Mexico 87901

Attention: Juan Fuentes, City Manager

Contractor

NAME: Steven L. Sage, Attorney

ADDRESS: 446 N. Alameda Blvd.

CITY, STATE, ZIP: Las Cruces, NM 88005

FEDERAL / EMPLOYEE ID NUMBER: 81-0905390

STATE ID: 03-170245-00-7

BUSINESS LICENSE NUMBER: 14517

TELEPHONE: 575-526-1755 **CELL:** 575-650-6868 **FAX:** 575-526-1189

CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determines its interpretation or application.

APPROVALS

City:

STEVEN GREEN, Mayor _____ **Date** _____

ATTEST: RENEE CANTIN, City Clerk _____ **Date** _____

BRADLEY A. SPRINGER, City Attorney _____ **Date** _____

Contractor:

Attorney: _____ **Date** _____

Printed Name: _____

City of Truth or Consequences

Contract for Services

2016-2017

Part I

THIS agreement for services is by and between the City of Truth or Consequences (hereinafter called "City ") and Steven L. Sage (hereinafter called "Contractor").

WHEREAS the City wishes to engage the services of an attorney to represent and serve as Counsel in cases requiring an attorney before the Municipal Court.

NOW THEREFORE the parties do mutually agree as follows:

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed below.

Scope of Work

Representation of defendants who are eligible for appointment of counsel or are determined to be indigent and are facing charges filed in the Municipal Court of Truth or Consequences, New Mexico. The Municipal Court Judge determines eligibility for indigent counsel services, applicability of the right to counsel, and has assigned Contractor to provide legal representation to said defendant; such representation shall continue until defendant has been sentenced by the court, acquitted of all charges or the charges have been dismissed by the prosecution or the Court on motion or *Sua Sponte*.

The Contractor will follow the Municipal Court of Truth or Consequences Policy and Rules of Procedure. (Copy to be provided)

Time of performance

The services of the Contractor shall commence on July 1, 2016 and be completed on June 30, 2017. The Contractor represents that he/she are in good standing with the New Mexico State Bar.

Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement. This contract may be extended on an annual basis for an additional three (3) years commencing on July 1 of the next fiscal year. In no event shall the original term of this contract, together with all extensions exceed four (4) years.

Access to Information

It is agreed that all information, data, reports, records, maps, and all other materials relating to the facts of the Contractor's assigned cases as are existing, available, and necessary for the carrying out of work outlined in the agreement, shall be furnished to the Contractor by the City at no charge. The provision of additional informational resources, including but not limited to those necessary to conduct legal research, shall be the Contractor's sole responsibility.

Compensation and Method of Payment

The Contractor shall be compensated for his/her services at a flat rate of Six Hundred and Fifty and No/100 Dollars (\$650.00) per case assigned. Compensation shall be provided to the contractor upon completion of the Contractor's representation of the assigned client. In no event shall the Contractor's compensation exceed Six Hundred and Fifty and No/100 Dollars (\$650.00) per case. Applicable gross receipts taxes, services including travel, per diem, and other expenses of the Contractor or its staff shall be the Contractors' responsibility. Total compensation to be paid under the agreement shall not exceed an annual total of \$26,000. If compensation paid under this contract exceeds \$600.00 in a year, the City will issue IRS Form 1099 on a calendar year basis.

Claims

The Contractor shall save, hold harmless, and indemnify the City free from claims that may arise in connection with work the Contractor will perform under the agreement. The Contractor also agrees to pay for staff time at standard hourly billing rates, plus expenses at cost that might be required for expert testimony, or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

It is understood and agreed that this contract is not intended to create an enforceable interest for third party beneficiaries to this contract. Outside of the City and the Contractor, no party shall have a right to enforce the terms of this contract.

Nothing in this contract shall abridge or waive the immunities granted to the City under the New Mexico Tort Claims Act.

If City brings a legal action against the Contractor to enforce the terms of this contract, and the City prevails in that legal action, it shall be entitled to recover its attorney's fees.

Bribes and Gratuities

It is illegal in New Mexico for any public employee to solicit or accept anything of value in connection with award of the contract and for any person to offer or pay anything of value to any such public employee. (NMSA 1978, §§ 30-24-1 through 30-24-2).

Termination

Either party to this contract may terminate the contractor relationship with the City upon thirty (30) days' notice. The Contractor shall turn over to the City all files for any commenced but not completed representation before the date of termination.

City of Truth or Consequences

505 Sims

Truth or Consequences, New Mexico 87901

Attention: Juan Fuentes, City Manager

Contractor

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

FEDERAL / EMPLOYEE ID NUMBER: _____

STATE ID: _____

BUSINESS LICENSE NUMBER: _____

TELEPHONE: _____ **CELL:** _____ **FAX:** _____

CAPTIONS

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of the paragraph or in any way determines its interpretation or application.

APPROVALS

City:

STEVEN GREEN, Mayor _____ Date _____

ATTEST: RENEE CANTIN, City Clerk _____ Date _____

BRADLEY A. SPRINGER, City Attorney _____ Date _____

Contractor:

Attorney: _____ Date _____

Printed Name: _____

City of Truth or Consequences

Contract for Services

2016-2017

Part I

THIS agreement for services is by and between the City of Truth or Consequences (hereinafter called "City") and _____ (hereinafter called "Contractor").

WHEREAS the City wishes to engage the services of an attorney to represent and serve as Counsel in cases requiring an attorney before the Municipal Court.

NOW THEREFORE the parties do mutually agree as follows:

The City agrees to engage the Contractor and the Contractor hereby agrees to perform the Scope of Work detailed below.

Scope of Work

Representation of defendants who are eligible for appointment of counsel or are determined to be indigent and are facing charges filed in the Municipal Court of Truth or Consequences, New Mexico. The Municipal Court Judge determines eligibility for indigent counsel services, applicability of the right to counsel, and has assigned Contractor to provide legal representation to said defendant; such representation shall continue until defendant has been sentenced by the court, acquitted of all charges or the charges have been dismissed by the prosecution or the Court on motion or *Sua Sponte*.

The Contractor will follow the Municipal Court of Truth or Consequences Policy and Rules of Procedure. (Copy to be provided)

Time of performance

The services of the Contractor shall commence on July 1, 2016 and be completed on June 30, 2017. The Contractor represents that he/she are in good standing with the New Mexico State Bar.

Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement. This contract may be extended on an annual basis for an additional three (3) years commencing on July 1 of the next fiscal year. In no event shall the original term of this contract, together with all extensions exceed four (4) years.

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It is agreed that all information, data, reports, records, maps, and all other materials relating to the facts of the Contractor's assigned cases as are existing, available, and necessary for the carrying out of work outlined in the agreement, shall be furnished to the Contractor by the City at no charge. The provision of additional informational resources, including but not limited to those necessary to conduct legal research, shall be the Contractor's sole responsibility.

Compensation and Method of Payment

The Contractor shall be compensated for his/her services at a flat rate of Six Hundred and Fifty and No/100 Dollars (\$650.00) per case assigned. Compensation shall be provided to the contractor upon completion of the Contractor's representation of the assigned client. In no event shall the Contractor's compensation exceed Six Hundred and Fifty and No/100 Dollars (\$650.00) per case. Applicable gross receipts taxes, services including travel, per diem, and other expenses of the Contractor or its staff shall be the Contractors' responsibility. Total compensation to be paid under the agreement shall not exceed an annual total of \$26,000. If compensation paid under this contract exceeds \$600.00 in a year, the City will issue IRS Form 1099 on a calendar year basis.

Claims

The Contractor shall save, hold harmless, and indemnify the City free from claims that may arise in connection with work the Contractor will perform under the agreement. The Contractor also agrees to pay for staff time at standard hourly billing rates, plus expenses at cost that might be required for expert testimony, or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.

It is understood and agreed that this contract is not intended to create an enforceable interest for third party beneficiaries to this contract. Outside of the City and the Contractor, no party shall have a right to enforce the terms of this contract.

Nothing in this contract shall abridge or waive the immunities granted to the City under the New Mexico Tort Claims Act.

If City brings a legal action against the Contractor to enforce the terms of this contract, and the City prevails in that legal action, it shall be entitled to recover its attorney's fees.

Bribes and Gratuities

It is illegal in New Mexico for any public employee to solicit or accept anything of value in connection with award of the contract and for any person to offer or pay anything of value to any such public employee. (NMSA 1978, §§ 30-24-1 through 30-24-2).

Termination

Either party to this contract may terminate the contractor relationship with the City upon thirty (30) days' notice. The Contractor shall turn over to the City all files for any commenced but not completed representation before the date of termination.

EXHIBIT A

SCOPE OF WORK

Representation of the defendants who are eligible for appointment of counsel or are determined to be indigent and are facing charges filed in the Municipal Court of Truth or Consequences, New Mexico. The Municipal Court Judge determines eligibility for indigent counsel services, applicability of the right to counsel and has assigned Contractor to provide legal representation to said defendant; such representation shall continue until defendant has been sentenced by the court, acquitted of all charges or the charges have been dismissed by the prosecution or the Court on motion or Sua Sponte.

The Contractor will follow the Municipal Court of Truth or Consequences Policy and Rules of Procedure. (Copy to be provided)

G.1



CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

PUBLIC HEARING FOR THE FINAL ADOPTION OF ORDINANCE NO. 669 AMENDING CHAPTER 14 ARTICLE II SECTION 14-30 ACCESS TO PROPERTY; INSPECTION.

BACKGROUND:

Electric and Water meters were becoming inaccessible around the City and the code needed to be more specific. This Ordinance will allow the Electric and Water Departments easier access to the meters for reading, installation and repair.

The Final Adoption of the Ordinance will be an action item under ORDINANCES, RESOLUTION, AND ZONING.

Name of Drafter: Christina Bruch	Department: Electric Department	Meeting date: 6/14/2016
E-mail: cbruch@torcnm.org	Phone: 575-894-6673	

ORDINANCE NO. 669

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, **BE AMENDED BY AMENDING CHAPTER 14 ARTICLE II SECTION 14-30 ACCESS TO PROPERTY; INSPECTION.**

BE IT ORDAINED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. **That Section 14-30 is hereby repealed which reads as follows:**

~~Sec. 14-30. Access to property; inspection.~~

~~The City reserves the right for its officers and employees to inspect any premises at all reasonable hours in connection with utility services to private premises within the City and shall have free access at all reasonable hours to any premises to read the meters, examine the location, or connection of lines, wires, or pipes and other fixtures and apparatus used in connection with water or electric service.~~

Section 2. That Section 14-30 of the Code of Ordinances of the City of Truth or Consequences, be amended by adoption of such section for the intent to give access to meters that are not easily accessible which shall read as follows:

“Section 14-30 ACCESS TO PROPERTY; INSPECTION; SERVICE INSTALLATION”

A. Property of the City; Right to enter- The meters, meter boxes and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters, meter boxes, and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of Subsection D of this Section.

B. Meter Access, Installation and Inspection- All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee

finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the utilities department director so that the City may take appropriate action in accordance with this Section.

Installation of electrical meters shall be done under the supervision of, and approved by the City Electric Department and shall be in compliance with all state and federal codes and regulations. Before such meter is installed, a disconnect main switch shall be installed outside of any building or structure up to, and including two-hundred (200) ampere main capacity.

All new electrical meter installations shall be installed outside of the house, structure, or building and located on a stable wall or pole, free from vibration and safe from physical damage. Meters shall not be installed on company owned poles or other company owned facilities.

C. Meter Relocation- If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) There has been no change in the condition, configuration or use of the property rendering the meter less accessible than it was when originally installed; and (iii) The meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in Subsection 14-30(E).

D. Disconnection of Service; Limitations- No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the

charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in Subsection 14-30(E).

E. Appeal. Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department.

Section 3. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution, or part thereof, heretofore repealed.

Section 4. This Ordinance shall take effect on the _____ day of _____, 2016.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
STEVE GREEN – Mayor

ATTEST:

RENEE CANTIN – City Clerk



H.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

TO ACCEPT AND APPROVE FOR FINAL ADOPTION ORDINANCE 669 AMENDING CHAPTER 14 ARTICLE II SECTION 14-30 ACCESS TO PROPERTY; INSPECTION.

BACKGROUND:

Electric and Water meters were becoming inaccessible around the City and the code needed to be more specific. This Ordinance will allow the Electric and Water Departments easier access to the meters for reading, installation and repair.

SUPPORT INFORMATION:

- Ordinance 669

STAFF RECOMMENDATION:

- Approve the Final Adoption of Ordinance No. 669 amending Chapter 14, Article II, Section 14-30 for Access to Property; Inspection.

Name of Drafter: Christina Bruch	Department: Electric Department	Meeting date: 6/14/2016
E-mail: cbruch@torcnm.org	Phone: 575-894-6673	

ORDINANCE NO. 669

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, **BE AMENDED BY AMENDING CHAPTER 14 ARTICLE II SECTION 14-30 ACCESS TO PROPERTY; INSPECTION.**

BE IT ORDAINED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES:

Section 1. That Section 14-30 is hereby repealed which reads as follows:

~~Sec. 14-30. Access to property; inspection.~~

~~The City reserves the right for its officers and employees to inspect any premises at all reasonable hours in connection with utility services to private premises within the City and shall have free access at all reasonable hours to any premises to read the meters, examine the location, or connection of lines, wires, or pipes and other fixtures and apparatus used in connection with water or electric service.~~

Section 2. That Section 14-30 of the Code of Ordinances of the City of Truth or Consequences, be amended by adoption of such section for the intent to give access to meters that are not easily accessible which shall read as follows:

“Section 14-30 ACCESS TO PROPERTY; INSPECTION; SERVICE INSTALLATION”

A. Property of the City; Right to enter- The meters, meter boxes and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters, meter boxes, and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of Subsection D of this Section.

B. Meter Access, Installation and Inspection- All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee

finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the utilities department director so that the City may take appropriate action in accordance with this Section.

Installation of electrical meters shall be done under the supervision of, and approved by the City Electric Department and shall be in compliance with all state and federal codes and regulations. Before such meter is installed, a disconnect main switch shall be installed outside of any building or structure up to, and including two-hundred (200) ampere main capacity.

All new electrical meter installations shall be installed outside of the house, structure, or building and located on a stable wall or pole, free from vibration and safe from physical damage. Meters shall not be installed on company owned poles or other company owned facilities.

C. Meter Relocation- If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) There has been no change in the condition, configuration or use of the property rendering the meter less accessible than it was when originally installed; and (iii) The meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in Subsection 14-30(E).

D. Disconnection of Service; Limitations- No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the

charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in Subsection 14-30(E).

E. Appeal. Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department.

Section 3. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution, or part thereof, heretofore repealed.

Section 4. This Ordinance shall take effect on the _____ day of _____, 2016.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
STEVE GREEN – Mayor

ATTEST:

RENEE CANTIN– City Clerk



H.2

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: RESOLUTION NO. 31 15/16 FOR ADMINISTRATIVE AND FINANCIAL SUPPORT OF THE GREAT BLOCKS ON MAINSTREET PROGRAM.

BACKGROUND:

This is a \$70,000 grant for planning, design and construction documents for infrastructure and streetscape improvements. This is similar to other MainStreet grants with the important addition of construction bid documents for a shovel-ready project.

The purpose is to improve public infrastructure to support economic vitality. The strategy is to identify an area for innovative and intense effort that addresses infrastructure issues both above and below the surface.

The area identified for this project is primarily along Austin Street and also includes sections of McDaniel, Foch and Pershing. This area gives the City the opportunity to address flooding issues in the downtown and historic district.

If awarded, the City will hire a landscape architect to take the lead in a community-based planning, engineering, and design process that delivers a construction-ready project. Based on these documents the City will then be able to submit the plans for funding and eventually construction.

The grant requires a 20% match which can be half in-kind and half cash. The cash portion would be \$7,000.

MainStreet Truth or Consequences is a New Mexico MainStreet and New Mexico Economic Development Department qualified entity and will submit this application jointly with the City.

STAFF RECOMMENDATION:

- Approval of the Resolution 31-15/16

SUPPORT INFORMATION:

- Resolution No. 31-15/16

Reviewed by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Meeting: 06-14-16		



RESOLUTION NO. 31-15/16

A RESOLUTION FOR ADMINISTRATIVE AND FINANCIAL SUPPORT OF THE GREAT BLOCKS ON MAINSTREET PROGRAM

- WHEREAS** the City has been offered the opportunity to submit a proposal for the Great Blocks on MainStreet grant program, and
- WHEREAS** MainStreet Truth or Consequences and the City meet the qualifications for this proposal, and
- WHEREAS** the intention of the Great Blocks program is to enhance economic activity through infrastructure improvements, and
- WHEREAS** these improvements are supported in the Downtown Master Plan for Revitalization and MRA, the 2015 Comprehensive Plan, and the 2015 Water PER and AMP, and
- WHEREAS** Great Blocks has the full support of MainStreet Truth or Consequences, and
- WHEREAS** if awarded the City would receive \$70,000 for planning, design and construction bid documents for a "shovel-ready" improvement project, and
- WHEREAS** this project gives the City an opportunity to significantly address flooding issues in the Downtown and Historic Hot Springs District.

NOW THEREFORE, BE IT RESOLVED that the City Commission supports a joint proposal for the Great Blocks on MainStreet program and further commits the match of \$7,000 cash and \$7,000 In-kind as part of the grant award requirements.

PASSED, APPROVED AND ADOPTED by the City Commission at its regular meeting of **June 14, 2016.**

Steve Green
Mayor

ATTEST:

Renee Cantin
City Clerk



CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

RECEIVED
6/7/16

APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 6/7/16

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: 6/14/2016

NAME OF APPLICANT/ORGANIZATION: Main Street Truth or Consequences

ADDRESS: P.O. Box 1602 TorC

PHONE: 740.6180 E-MAIL: Idemarcino@hotmail.com

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

Resolution of support (administrative & financial)
for Great Blocks on Main Street Program.

WHAT RESOURCES DO YOU REQUIRE: Projector

ESTIMATED TIME FOR PRESENTATION: 10 min SIGNATURE: [Signature]

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY – REASON FOR DENIAL: _____

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least **7 days** prior to the Commission meeting.



H.3

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

ALTERNATE SUMMARY PROCEDURE SUMMARY PLAT
AT THE NORTH END OF MYRTLE STREET (TRACT 1)

BACKGROUND:

This is a narrow strip of land at the end of Myrtle Street it has a dirt berm on it to control flooding that the new owner has agreed to leave in place. The new owner would like to obtain the property to build a landscape retaining wall and fence on it, so the dirt does not wash down into their property.

STAFF RECOMMENDATION:

To approve the Alternate Summary Procedure

SUPPORT INFORMATION:

- Planning Application
- Summary Plat
-
-

Name of Drafter: Robbie Travis	Department: Building Inspector	Meeting date: 5/10/16
E-mail: rtravis@torcnm.org	Phone: 575-894-6673 Ext. 330	



BUILDING/PLANNING DEPARTMENT
Voice - (575) 894-6673 x 110 Fax - (575) 894-0363
E-mail Rtravis@torcnm.org
505 Sims Street - Truth or Consequences, NM 87901

(Staff Use Only)
Case No

Related Case(s)

PLANNING APPLICATION FORM

The completeness of this application, which includes accompanying plans, shall be subject to the review of the Building/Planning Department. This application is used for a variety of application processes and not all items may apply to your project. If you feel a requirement is not applicable to your project, write "N/A." If you have any questions while completing this application please ask a member of the Planning Department for assistance. Incomplete applications will not be accepted (or the process may be delayed.) (PLEASE PRINT OR TYPE)

CHECK APPLICATION TYPE(S) REQUESTED:

- | | | |
|--|--|---|
| <input type="checkbox"/> Master Plan (\$100 + \$200/lot) | <input type="checkbox"/> Annexation (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> CUP/SUP (\$25) |
| <input type="checkbox"/> Master Plan Amendment (\$200) | <input type="checkbox"/> Appeal (\$50) | <input type="checkbox"/> Prelim. Plat or Replat (\$100 + \$200/lot) |
| <input type="checkbox"/> Development Agreement (\$1,000) | <input type="checkbox"/> Variance (\$25) | <input type="checkbox"/> Final Plat (\$50) |
| <input type="checkbox"/> Change of Zone (\$100 or \$10/ac. Max. \$250) | <input type="checkbox"/> Zone Ordinance Amendment (\$250) | <input checked="" type="checkbox"/> Summary Plat (\$50) |
| | | <input type="checkbox"/> Plat Amendment (\$50) |

PROJECT SUMMARY:

Project/Business Name (if any):

Ternazas - Laskey

Project Description (add extra page(s) if needed):

Alternate Summary Procedure to Split Lot

Property Address/Location:

Tract 1 at end of Myrtle St.

Assessor's Parcel Number(s):

302-407-910-8175

Total Gross Lot Area:

0.171 acres

Total Net Lot Area:

Existing Master Plan/Comprehensive Plan Designation:

Existing Zoning Designation:

R-3

Proposed Master Plan Designation (if applicable):

Proposed Zoning Designation:

R-3

Existing Uses and/or Structures on Site:

Vacant Land.

Surrounding Uses:

North:

None

South:

R-3

East:

R-3

West:

R-3

APPLICANT REPRESENTATIVE(S):

APPLICANT REPRESENTATIVE Name:

Telephone No.:

Address:

Fax No.:

City:

State:

Zip Code:

Contact Person:

E-mail Address:

I certify under penalty of perjury that all the application information is true and correct:

Date:

Applicant's Signature:

PROPERTY OWNER/ AGENT Name:

Telephone No.:

Jackie & Doris Ternazas

740-1669

Address:

Fax No.:

City:

State:

Zip Code:

Tior C.

NM

87901

Contact Person:

Doris Ternazas

E-mail Address:

The City will provide the applicant with hearing notices and staff reports unless another party is identified.

Date/Time Received:

Amount Received: \$ 50.00

Receipt No(s):

R00021249-382 Ref #

Received By:

DD Jones

PLANNING APPLICATION FORM -page 2

I, _____ am the owner of the property described in this application and hereby authorize
Print Name
_____ to act on my behalf on matters pertaining to this application.
Name of applicant or representative

Property Owner's Signature: _____ Date: _____

Note: If more than one owner, a separate page must be attached listing the names and addresses of all persons (if a corporation, list officers, and principals) having interest in the property ownership.

ARCHITECT Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

ENGINEER Name: _____ Telephone No.: _____
Address: _____ Fax No.: _____
City: _____ State: _____ Zip Code: _____
Contact Person: _____ E-mail Address: _____

APPLICANT'S AGREEMENT:

Processing of this application will not begin unless this application is complete and all signatures are provided: I, the undersigned as project Applicant or Representative of the project Applicant, hereby authorize the City of Truth or Consequences to review the submitted plans and specifications for this Application in accordance with the City of Truth or Consequences Municipal Code.

Applicant(s) acknowledge and agree that by filing this application City staff may enter upon the subject property and make examinations and surveys, provided that the entries, examinations and surveys do not unreasonably interfere with the use of the land by those persons lawfully entitled to the possession thereof. Applicant(s) certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to sign for the corporation, Owner's Legal Agent having power of Attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a notarized consent form from the owner).

Applicant(s) acknowledge and agree that I have included all of the required items and understand that missing items may result in delaying the processing of my application.

Applicants) agree to defend, indemnify and hold harmless the City of Truth or Consequences ("City") and its agents, officers, consultants, independent contractors and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the Project (collectively "Claim"). The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant of any Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defending any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. The Applicant may agree to reimburse the City for attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant(s) shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant.

IT IS SO AGREED:


Applicant's Signature

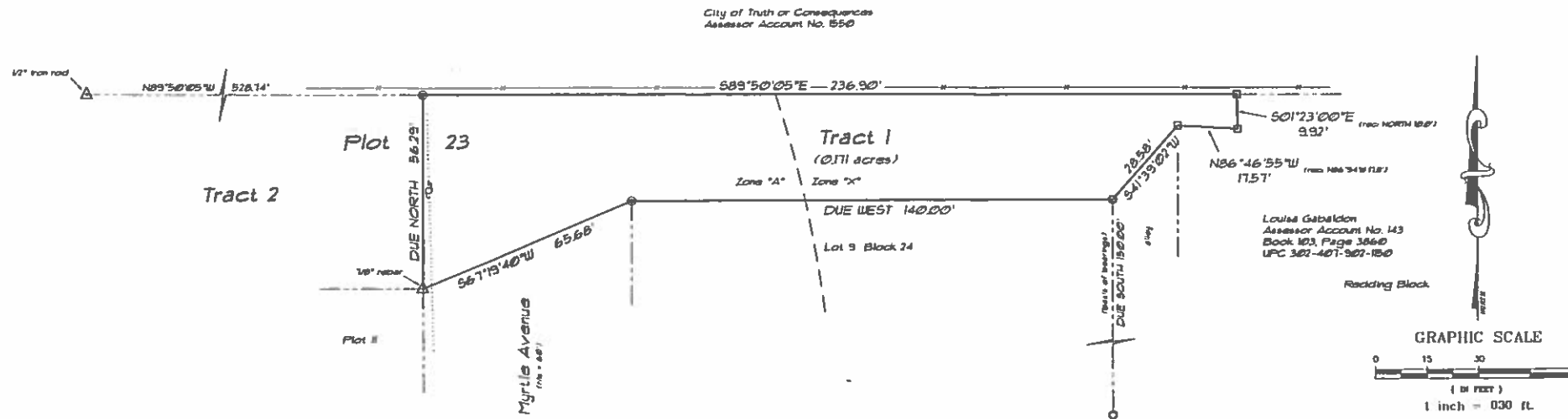
5/31/16
Date

Jackie Terrazas
Name of Applicant (Print)

ALTERNATE SUMMARY PROCEDURE

SUMMARY FLAT

of a 0.171 acre tract of land, (Tract 1),
in the SE1/4 NE1/4 of Section 6, Township 14 South, Range 4 West, NMFM,
within Plot 23 of the Amended Homesites Subdivision,
in the City of Truth or Consequences, Sierra County,
New Mexico



Notes:

This tract is subject to easements restrictions and reservations of record

The tract shown hereon is located within the boundaries of FLOOD ZONE "A", (special flood hazard area inundated by 100-year flood, no base flood elevations determined), and FLOOD ZONE "X", (area determined to be outside 500-year flood plain)

Use drawing scale to determine measurements when not labeled

Reference:

Quit Claim Deed recorded in Book 11, Page 7886

Assessor Account No. 3291

UPC 302-401-910-675

Amended Homesites Subdivision Plat filed on December 12, 1945,
(Plat No. 13, Slide No. 34)

National Flood Insurance Program, Flood Insurance Rate Map for the
City of Truth or Consequences, Sierra County, New Mexico, Community-
Panel No. 350013 @005 C, (map revised: July 16, 1996)

City of Truth or Consequences Subdivision Codes, Ordinance No. 555,
Adopted May 23, 2006, (Chapter B, Section B)

Legend:

Set 1/2" rebar at/survcap stamped "NIFLS 005" @

Found 1/2" rebar at/survcap stamped "NIFLS 005" @

Found 3/8" rebar @

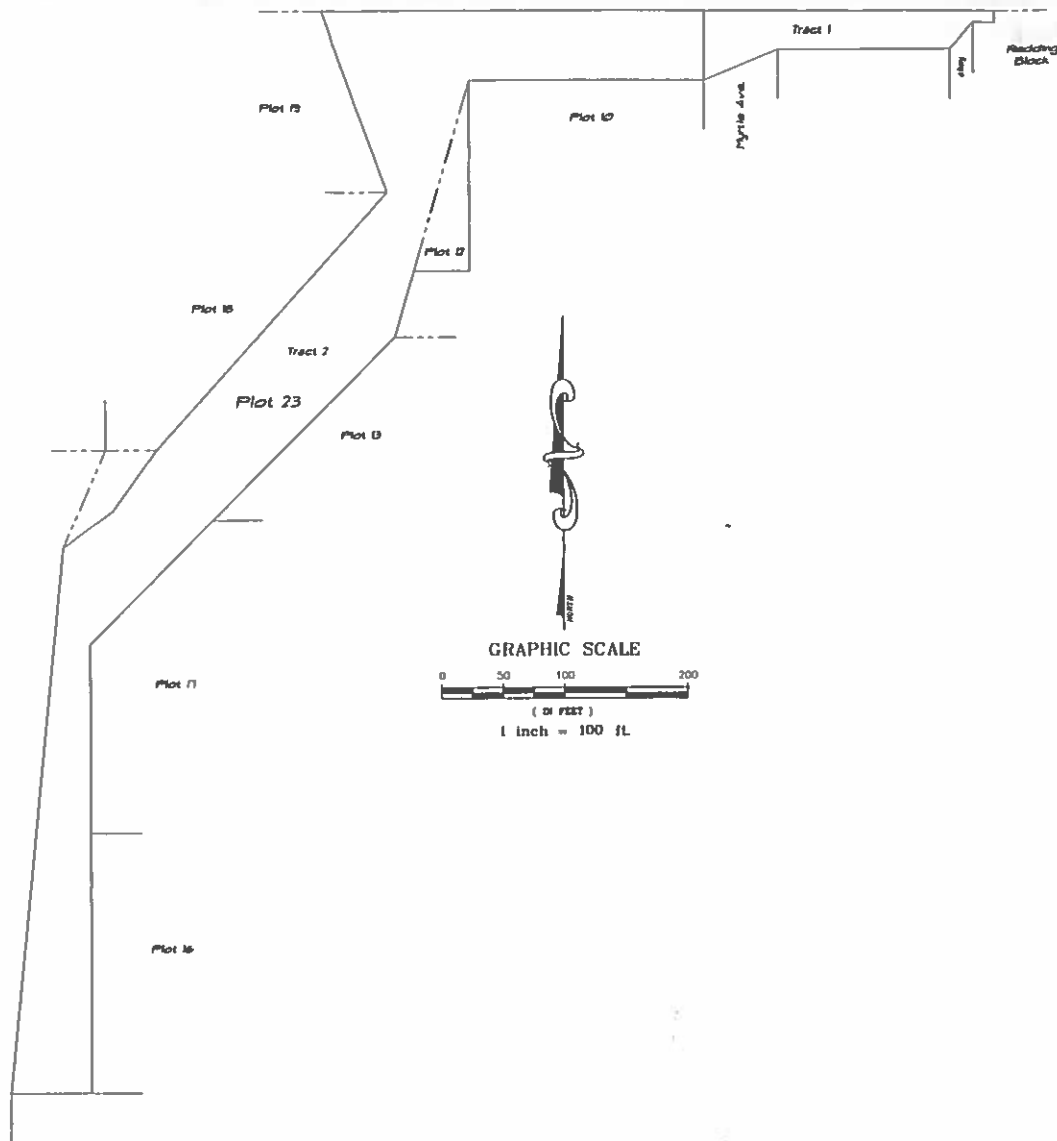
Found as described A

Wire fence

Flood Zone Boundary, (scaled)

Anchor pole @

Anchor line



The City of Truth or Consequences does hereby acknowledge
the division of land as shown on this plat.

Mayor _____

Date _____

ACKNOWLEDGMENT

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

Jackie Terrazas

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2016 by Jackie Terrazas

Notary Public

My Commission Expires: _____

Doris Terrazas

STATE OF NEW MEXICO)
COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2016 by Doris Terrazas

Notary Public

My Commission Expires: _____

May 12, 2016

Chaparral Surveying, LLC
Professional Land Surveying

P.O. Box 679 Elaphant Butte, New Mexico 87535

CERTIFICATE

This is to certify that I as a registered Professional
Land Surveyor, that this plat is prepared from notes
of field survey made by me or under my supervision,
that said survey and this plat are true and correct
to the best of my knowledge and belief.
I further certify that this survey is a land division but
not a subdivision as qualified herein.

This plat meets the census requirements of the
Standards of Land Survey in New Mexico.

David R. Bern
New Mexico Professional Surveyor
License Number 0029

INDEXING INFORMATION FOR COUNTY CLERK
Jackie & Doris Terrazas (3257)
Amended Homesites Subdivision
Section 6, T4p. 14 South, Rge. 4 West



CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-0363

I.1

COMMISSION ACTION FORM

ITEM:

Subrecipient Applications for FY 2016/17

PURPOSE OF ACTION:

Review and allocate funds.

BACKGROUND:

The deadline for applications for FY 2016/17 was May 13, 2016. A total of 8 applications were submitted for a sum of \$121,425. The City Commission on May 24, 2016 approved funding to the B&G Club, CAAT, DAIC and SJOA in the same amounts as for FY 2015/16. The remaining applications are scheduled to be reviewed at the June 14, 2016 meeting.

STAFF RECOMMENDATION:

Review and allocate.

SUPPORT INFORMATION:

*Applications
Evaluation Forms
Recap Sheet*

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 6/14/16
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

CITY OF TRUTH OR CONSEQUENCES

2016/2017 SUBRECIPIENT GRANT AWARDS

FY 2016/17 FUND: \$43,000.00

DEADLINE: 05/13/16

ALL APPLICATIONS REQUIRE PROOF OF NON-PROFIT STATUS WITH SOS & IRS.

NAME OF ORGANIZATION GENERAL FUND (GL #1000725)	FY 2013/14 AWARD	FY 2014/15 AWARD	FY 2015/16 AWARD	FY 2016/17 REQUESTED	FY 2016/17 APPROVED
Boys and Girls Club of Sierra County	\$19,610.00	\$10,000.00	\$9,500.00	\$20,000.00	\$9,500.00
Companion Animal Action Team (CAAT)	N/A	N/A	\$1,000.00	\$2,000.00	\$1,000.00
Domestic Abuse Intervention Center (DAIC)	\$3,180.00	\$2,500.00	\$2,500.00	\$20,000.00	\$2,500.00
Sierra Joint Office on Aging (SJOA)	\$30,210.00	\$20,000.00	\$24,000.00	\$30,425.00	\$24,000.00
The Bountiful Alliance (Did not meet deadline. Appealing to CC 5/24/16.)	\$0.00	N/A	Utilities		
TOTALS	\$53,000.00	\$32,500.00	\$37,000.00	\$72,425.00	\$37,000.00

ADDITIONAL FUNDING REQUESTS

Hot Springs Cemetery Association #1803599	\$4,000.00	\$4,000.00	\$4,000.00		
(Did not meet deadline. Appealing to CC 5/24/16.)					
LODGERS TAX FUND / O&M					
Friends of Elephant Butte State Park #2503811	\$1,000.00	\$1,000.00	\$1,000.00	\$2,000.00	
Geronimo Museum #2503815	\$3,500.00	\$3,500.00	\$3,500.00	\$8,000.00	
Geronimo Trail Scenic Byway #2503815	\$3,500.00	\$3,500.00	\$3,500.00	\$4,000.00	
MainStreet Truth or Consequences #2503591	\$30,000.00	\$30,000.00	\$30,000.00	\$35,000.00	
SCRTAB/Tourism Director #2503597	N/A	N/A	N/A	N/A	
LODGERS TAX TOTALS	<u>\$38,000.00</u>	<u>\$38,000.00</u>	<u>\$38,000.00</u>	<u>\$49,000.00</u>	<u>\$0.00</u>
ADDITIONAL FUNDING TOTALS	\$42,000.00	\$42,000.00	\$42,000.00	\$49,000.00	\$0.00
GRAND TOTALS	<u>\$95,000.00</u>	<u>\$74,500.00</u>	<u>\$79,000.00</u>	<u>\$121,425.00</u>	<u>\$37,000.00</u>

SUBRECIPIENT GRANT APPLICANTS

FY 2016/2017

(Deadline for Applications 5/13/15)

(City Commission Meeting 5/24/15)

ORGANIZATION	DATE RECEIVED
1) Boys & Girls Club of Sierra County <i>Request \$20,000 – Proof of Nonprofit Status Provided, 2014 Financial Statements Included</i>	5/12/16
2) Companion Animal Action Team (CATT) <i>Request \$2,000 – Proof of Nonprofit Status Provided, 2015 Tax Return Included</i>	5/11/16
3) Domestic Abuse Intervention Center (DAIC) <i>Request \$20,000 – Proof of Nonprofit Status Provided, Audited Financial Statement 6/30/15 Included</i>	5/12/16
4) Friends of Elephant Butte Lake State Park <i>Request \$2,000 – Proof of Nonprofit Status Provided, Included Letter Signed by Independent Auditor Dated 5/10/16</i>	5/11/16
5) Geronimo Springs Museum <i>Request \$8,000 – Proof of Nonprofit Status Provided, 2015 Tax Return Included</i>	5/13/16
6) Geronimo Trail Scenic Byway <i>Request \$4,000 – Application Not Signed, Proof of Nonprofit Status Provided, No Financial Statement Provided</i>	5/10/16
7) MainStreet Truth or Consequences <i>Request \$35,000 - Proof of Nonprofit Status Provided, No Financial Statement Provided</i>	5/04/16
8) Sierra Joint Office on Aging (SJOA) <i>Request \$30,425 - Proof of Nonprofit Status Provided, Financial Statements Provided for FYE 2015 and 2014</i>	5/13/16



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED
5/13/16

SUBRECIPIENT GRANT APPLICATION

FY: 2016/2017

DUE DATE: 5/13/16 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required, if applicable. Please include with application. Quarterly reports for each quarter are due by the 15th of the month following each quarter. It is the sole responsibility of the organization to provide these reports on time.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Friends of Elephant Butte Lake StatePark
- Is the organization registered as a non-profit? Yes X No
- Non-Profit Corporation Commission Authority Number: 1427376
- Employer Identification Number (EIN#): 85-1427376
- Contact Person: Terry Squier Phone No. 575-740-9171
- Mailing Address: P.O. Box 1621 Elephant Butte, NM 87935
- Physical Address: 101 Hwy 195 Elephant Butte, NM 87935

E-Mail: tsquier@bajabb.com

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2016/2017: \$2,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2016/2017:
Funding to put on the annual fireworks extravagansa. This event will cost 25,000.00
to hire the pyrotechnics to put on the show, This funding is crirical to keep this annual event
a success.

- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2016/2017.

Each year the fireworks Extravaganza attracts more than 100,000 out of town guests and thousands of residents to the lake to watch the state's largest fireworks display.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

This is the community's largest annual event. All \$25,000.00 required to hire the pyrotechnics is obtained from donations from local cities, counties, fraternal organizations, businesses and citizens

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

An audit is conducted each year by an independent audit group

HISTORICAL INFORMATION

- Amount of current (2015/2016) year's funding: \$1,000.00

- Detailed account of how the current year's funds have been spent:

Advertising, posters, hiring of the pyrotechnics.

Note: This event is put on with zero dollars for administration, overhead or salaries.

This event is done by local volunteers!

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Yes. In addition to the city's funding we raise approx. \$25,000.00 from other cities, the county, fraternal organizations, businesses, citizens and visitors.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2015/2016):

The 100,000 plus visitors contribute to the tourism dollars that fund this community's economic base.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes X No If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

see attached audit verification letter

Submitted By:

Terry Squier *Terry Squier*
(Typed Name & signature)

Date: 5/11,2016

Received By: _____

Date: _____



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page

[« Prev](#) | 1-1 | [Next »](#)

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
85-1427376	Friends of Elephant Butte Lake State Park	Elephant Butte	NM	United States	PQ

[« Prev](#) | 1-1 | [Next »](#)

[HOME](#)

Business Search

Corporations/LLC Search Results

Entity Name	DBA Name	Business ID #	Entity Type	State of Incorporation	Status	Standing	Date of Expiration
FRIENDS OF ELEPHANT BUTTE LAKE STATE PARK		1427376	Domestic Nonprofit Corporation	New Mexico	Active	Good Standing	N/A

Total No. of Records: 1 Page 1 of 1

Partnerships/LLP Search Results

Entity Name	Entity ID #	Entity Type	Registration/Reservation Date	Status	Standing	Date of Expiration
-------------	-------------	-------------	-------------------------------	--------	----------	--------------------

No records to view.

[Back](#)

HOME

Search Information

 [Home](#)

Entity Details

Entity ID#: 1427376

Status: Active

Entity Name: **FRIENDS OF ELEPHANT
BUTTE LAKE STATE
PARK**

Standing: Good Standing

DBA Name: Not Applicable

Entity Type and State of Domicile

Entity Type: Domestic Nonprofit
Corporation

Domestic State: New Mexico

Statute Law Code: 53-8-1 to 53-8-99

Formation Dates

Reporting Information

Outstanding Items

Pending Reports:

No Pending Reports.

Contact Information

Mailing Address: P O BOX 1621, ELEPHANT BUTTE, NM, 87935 USA

Principal Place of Business in New
Mexico: 101 S HWY 195, ELEPHANT BUTTE, NM, 87935 USA

Secondary Principal Place of
Business in New Mexico:

Principal Office Outside of New
Mexico: Not Applicable

Registered Office in State of
Incorporation:

Principal Place of Business in
Domestic State/ Country: Not Applicable

Registered Agent Information

Name: CHUCK LOONEY

**Geographical Location
Address:**

**Physical Address: 101 S HWY 195,
ELEPHANT BUTTE, NM,
87935 USA**

Mailing Address: NONE

Date of Appointment: 02/27/1989

**Effective Date of
Resignation:**

Director Information

Title	Name	Address
Director	CHARLES WARREN	207 CAMINO CINCO, ELEPHANT BUTTE, NM, 87935 USA
Director	SANDRA SQUIER	100 MESA GRANDE, ELEPHANT BUTTE, NM, 87935 USA
Director	CHARLES LOONEY	200 CACTUS DR, ELEPHANT BUTTE, NM, 87935 USA

Officer Information

Title	Name	Address
Vice President	CHARLES WARREN	207 CAMINO CINCO, ELEPHANT BUTTE, NM, 87935 USA
Treasurer	SANDRA SQUIER	100 MESA GRANDE, ELEPHANT BUTTE, NM, 87935 USA
President	CHARLES LOONEY	200 CACTUS DR, ELEPHANT BUTTE, NM, 87935 USA

Organizer Information

Not Applicable

Incorporator Information

No Records to View.

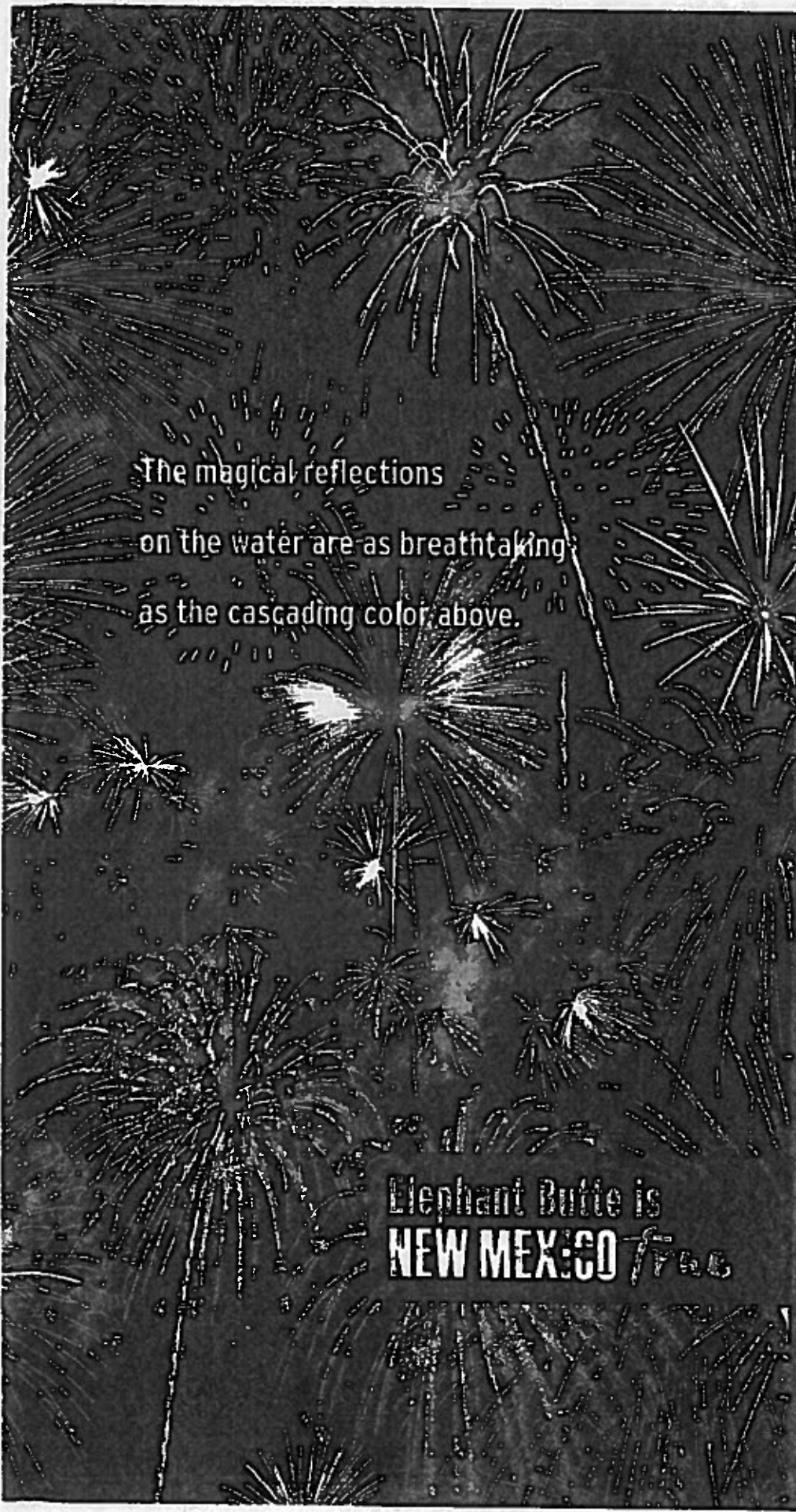
Trustee Information

Not Applicable

Filing History

License History





The magical reflections
on the water are as breathtaking
as the cascading color above.

Elephant Butte is
NEW MEXICO Free

FRIENDS OF ELEPHANT BUTTE
LAKE STATE PARK

2016 ELEPHANT BUTTE FIREWORKS EXTRAVAGANZA

CO-SPONSORED BY

**SIERRA VISTA
HOSPITAL**

New Mexico's Largest
& Most Spectacular
Fireworks Display!

SATURDAY, JULY 2nd
9 PM

Rattlesnake Island

No gate fees from 6pm until after
the show. Rain Date: July 3

FUN FOR THE WHOLE FAMILY!

Come early to boat, jet ski,
paddle board, fish, swim, hike,
golf or enjoy other Elephant
Butte adventures!

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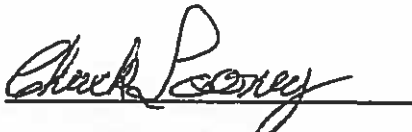
Elephant Butte Lake State Park
nmparks.com
888.NMPARKS



The Friends of Elephant Butte Lake State Park

May 10, 2016

We have reviewed the Treasurer's reports, checking account, and bank statements for Friends of Elephant Butte Lake State Park for January 1, 2015 to December 31, 2015. No discrepancies have been found.



Chuck Looney, President



Terry Squier, Board Member



Beth Hoy, Independent Auditor

PO Box 1621, Elephant Butte, NM 87935

A non-profit organization dedicated to the promotion of Elephant Butte Lake State Park

In Charge of Coordinating this Year's Fireworks Extravaganza!



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED
5/13/16

SUBRECIPIENT GRANT APPLICATION

FY: 2016/2017

DUE DATE: 5/13/16 BY 5:00 P.M.

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds that are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required, if applicable. Please include with application. Quarterly reports for each quarter are due by the 15th of the month following each quarter. It is the sole responsibility of the organization to provide these reports on time.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- * Name of Organization: Geronimo Springs Museum
- * Is the organization registered as a non-profit? Yes x No
- * Non-Profit Corporation Commission Authority Number: 01-780768-00-9
- * Employer Identification Number (EIN#): 85-0220497
- * Contact Person: Marilyn Pope Phone No. 575-894-6600
- * Mailing Address: 211 Main Truth or Consequences, NM 87901
- * Physical Address: Same as above

E-Mail: info@geronimospringsmuseum.com

FUTURE FUNDING REQUEST

- * Amount of funding requested for FY 2016/2017: \$8,000.00

(A) * Detailed accounting of how proposed funding is to be spent in FY 2016/2017:
The museum received \$2,625.00 over the first three quarters of this past year. This was used to pay approximately 59% of our expenses for utilities, gas, and pest control. We are constantly adding security measures, have switched to LED lighting, and have installed some motion sensor lighting to curb costs. We plan to continue with the energy saving projects for the upcoming year, with your help.

- (c) * Show how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2016/2017.
1. Meeting Room Availability/Tours and Programs
 2. Research/Educational Projects/Care and Preservation of Artifacts and Documents
 3. Open House/Participation in Community Events
 4. Showcase and Promote Local Artisans
 5. Provide Information on Dining, Lodging, and other services of our community
 6. Open 53 hours weekly-Host (Hostess) on duty at all times for questions/assistance.

- (B) *
- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

The City provides valuable assistance to the museum, that it may remain open and function efficiently. By virtue of this help, we are able to encourage Donor Club memberships, engage other community entities, and organizations to help encourage individuals to become involved with monetary gifts or historical materials, and interest such organizations as the New Mexico Historical Society in our cause.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes x No If yes, who will be the independent public accountant?

All our accounting and licensing is done by JAMES C. BAGWELL, CPA LLC.

HISTORICAL INFORMATION

- Amount of current (2015/2016) year's funding: \$3500.00
- Detailed account of how the current year's funds have been spent:

Please refer to Point A

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Please refer to Point B. Being a museum, a continuing entity, our basic plan for operation and seeking funds does not change in a major way from year to year. We take advantage of new ideas and projects that will be beneficial. However, the basic plan remains.

- * State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2015/2016):

Please refer to Point C. We are constantly looking for new and exciting ideas to involve the community, and better promote the area. We hope to have more dual projects this next year, which will be used by locals, and provide interest and encouragement for tourists alike. We had several events this past year that worked quite well in that way, and hope to move in that direction even more this next season.

- * Has there been an independent audit of the organization this year or in prior years?
Yes x No If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

JAMES C BAGWELL, CPA LLC

Submitted By: Marilyn Pope Date 05/13/16

Received By: _____ Date _____

Attachments:

990

Secretary of State Documentation

IRS Documentation

Attorney General Documentation



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub. 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results

Results Per Page

[< Prev](#) | 1-1 | [Next >](#)

EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Country ▲	Deductibility Status ▲
95-0220497	Sierra County Historical Society	TorC	NM	United States	PC

[Return to Search](#)

[< Prev](#) | 1-1 | [Next](#)

Business Search

Corporations/LLC Search Results

Entity Name	DBA Name	Business ID #	Entity Type	State of Incorporation	Status	Standing	Date of Expiration
SIERRA COUNTY HISTORICAL SOCIETY		689869	Domestic Nonprofit Corporation	New Mexico	Active	Good Standing	N/A

Total No. of Records: 1 Page 1 of 1

Partnerships/LLP Search Results

Entity Name	Entity ID #	Entity Type	Registration/Reservation Date	Status	Standing	Date of Expiration
-------------	-------------	-------------	-------------------------------	--------	----------	--------------------

No records to view.

Back

New Mexico
Charitable Organizations Registrar
NM Office of the Attorney General

Charity: Sierra County Historical Society (85-0220497)

Help ?

NM-COROS Registration Home & Status

Welcome to the New Mexico Charitable Organization Registration Online System (NM-COROS). Within this site, you will be able to fulfill the registration requirements as a charitable organization which exists, operates or solicits contributions in the state of New Mexico. You will be able to enter all information pertaining to your organization and upload PDF versions of required documents.

After every tax year completes for the charity, you must return to NM-COROS before the tax year due date or longest extension and:

- Verify and update previously entered information.
- Enter financial information for the completed tax year.
- Upload or mark as being mailed any required documents.
- Submit registration for tax year.

NM-COROS reporting is based on the IRS Tax Year.

A Tax Year is equal to the year for which a calendar/fiscal accounting period begins.

Charity Last Completed Tax Year (based on data entered)

FEIN 85-0220497
Tax Year 2015
Begin Date 1/1/2015
End Date 12/31/2015
Normal Due Date 6/30/2016

[Request or View
Extensions](#)

Prior Year Registrations

If you are attempting to submit a report for a prior year and do not have the information for the current open tax year, please complete the full registration process including entering information for the tax year you wish to submit and contact charity.registrar@nmag.gov to request an override which will allow us to submit your past due report.

DO NOT enter arbitrary, false, or incomplete information into the current year reports in order to submit a past due report. Doing so constitutes a false representation to a government agency under the penalty of perjury and may implicate associated civil and criminal penalties.

Start >

Registration Statuses

Tax Year	Registration Status	Status Date	Registration Number	Status Comment
2015 Tax Year		1/1/2016		

JAMES C. BAGWELL CPA LLC
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001

Sierra County Historical Society
211 Main
Truth Or Consequences, NM 87901

2015 Exempt Organization Business Tax Return
prepared for:

Sierra County Historical Society
211 Main
Truth Or Consequences, NM 87901

TAXPAYER'S COPY

JAMES C. BAGWELL CPA LLC
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001

Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b	4,218.			
	c Fundraising events	1 c	2,960.			
	d Related organizations	1 d				
	e Government grants (contributions) . .	1 e	9,627.			
	f All other contributions, gifts, grants, and similar amounts not included above . .	1 f	9,031.			
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		25,836.			
Program Service Revenue	Business Code					
	2 a Admissions	722410	20,909.	20,909.	0.	0.
	b Miscellaneous	722410	454.	454.	0.	0.
	c					
	d					
	e					
	f All other program service revenue . .					
	g Total. Add lines 2a-2f		21,363.			
Other Revenue	3 Investment income (including dividends, interest and other similar amounts)		590.	590.	0.	0.
	4 Income from investment of tax-exempt bond proceeds . .					
	5 Royalties					
	6 a Gross rents	(i) Real	405.			
		(ii) Personal				
		b Less: rental expenses				
		c Rental income or (loss) . .	405.			
	d Net rental income or (loss)		405.	405.	0.	0.
	7 a Gross amount from sales of assets other than inventory	(i) Securities	36,677.			
		(ii) Other				
		b Less: cost or other basis and sales expenses . . .	15,133.			
		c Gain or (loss)	21,544.			
	d Net gain or (loss)		21,544.	21,544.	0.	0.
	8 a Gross income from fundraising events (not including . . \$ 2,960. of contributions reported on line 1c).					
		See Part IV, line 18.				
		b Less: direct expenses				
	c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities. See Part IV, line 19.					
b Less: direct expenses						
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances						
	b Less: cost of goods sold					
	c Net income or (loss) from sales of inventory					
Miscellaneous Revenue		Business Code				
11 a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions			69,738.	43,902.	0.	0.

Sierra County Historical Society

Statement of Functional Expenses

501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).
 Check if Schedule O contains a response or note to any line in this Part IX.

	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.	19,200.	19,200.	0.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).				
7 Other salaries and wages.	18,054.	18,054.	0.	0.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.				
10 Payroll taxes.	5,190.	5,190.	0.	0.
11 Fees for services (non-employees):				
a Management.				
b Legal.		0.	3,379.	0.
c Accounting.	3,379.			
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	7,223.	7,223.	0.	0.
12 Advertising and promotion.	837.	0.	837.	0.
13 Office expenses.				
14 Information technology.				
15 Royalties.				
16 Occupancy.	13,911.	13,911.	0.	0.
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.				
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.				
23 Insurance.	521.	521.	0.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Services Purchased	3,308.	3,308.	0.	0.
b Telecommunications	2,512.	2,512.	0.	0.
c Miscellaneous	3,004.	3,004.	0.	0.
d Supplies	2,255.	2,255.	0.	0.
e All other expenses	1,275.	1,275.	0.	0.
25 Total functional expenses. Add lines 1 through 24e.	80,669.	76,453.	4,216.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash — non-interest-bearing	3,019.	1	7,076.
	2 Savings and temporary cash investments	99,780.	2	80,235.
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	63,241.	8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 349,550.		
	b Less: accumulated depreciation	10b	349,550.	10c 349,550.
	11 Investments — publicly traded securities		11	4,716.
	12 Investments — other securities. See Part IV, line 11		12	
	13 Investments — program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	2,497.	15	2,497.
16 Total assets. Add lines 1 through 15 (must equal line 34)	518,087.	16	444,074.	
Liabilities	17 Accounts payable and accrued expenses	1,019.	17	1,012.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,019.	26	1,012.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds	517,068.	32	443,062.
	33 Total net assets or fund balances	517,068.	33	443,062.
34 Total liabilities and net assets/fund balances	518,087.	34	444,074.	

BAA

Form 990 (2015)

Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	69,738.
2	Total expenses (must equal Part IX, column (A), line 25)	2	80,669.
3	Revenue less expenses. Subtract line 2 from line 1	3	-10,931.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	517,068.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	506,137.

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII ☐

	Yes	No
1 Accounting method used to prepare the Form 990: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other _____		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.		
2 a Were the organization's financial statements compiled or reviewed by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:		
<input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
b Were the organization's financial statements audited by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:		
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		
c If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?		X
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.		
3 a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
b If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		

Form 990 (2015)

BAA

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

► Attach to Form 990 or Form 990-EZ.

► Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2015

Open to Public Inspection

Employer identification number

85-0220497

County Historical Society

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2 ☐ A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3 ☐ A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4 ☐ A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8 ☐ A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9 ☐ An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions — subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
 - a ☐ Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
 - b ☐ Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
 - c ☐ Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
 - d ☐ Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
 - e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations: _____
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

BAA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 2015

Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	33,366.	41,424.	72,147.			146,937.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf	10,250.	10,250.	5,000.			25,500.
3 The value of services or facilities furnished by a governmental unit to the organization without charge.						
4 Total. Add lines 1 through 3	43,616.	51,674.	77,147.			172,437.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4						172,437.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
7 Amounts from line 4	43,616.	51,674.	77,147.			172,437.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	1,951.	1,041.	1,453.			4,445.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)	29,733.	25,493.	13,775.			69,001.
11 Total support. Add lines 7 through 10						245,883.
12 Gross receipts from related activities, etc. (see instructions).						12
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2015 (line 6, column (f) divided by line 11, column (f))	14	70.13 %
15 Public support percentage from 2014 Schedule A, Part II, line 14	15	66.66 %
16a 33-1/3% support test - 2015. If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization.	<input checked="" type="checkbox"/>	
b 33-1/3% support test - 2014. If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
17a 10%-facts-and-circumstances test - 2015. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
b 10%-facts-and-circumstances test - 2014. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and stop here. Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization.	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.	<input type="checkbox"/>	

	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
Part A. Public Support						
1 Calendar year (or fiscal year beginning in) >						
2 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
3 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
4 Gross receipts from activities that are not an unrelated trade or business under section 513						
5 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
6 The value of services or facilities furnished by a governmental unit to the organization without charge						
7 Total. Add lines 1 through 6						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
7b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
8 Add lines 7a and 7b						
9 Public support. (Subtract line 7c from line 8.)						

	(a) 2011	(b) 2012	(c) 2013	(d) 2014	(e) 2015	(f) Total
Section B. Total Support						
10 Calendar year (or fiscal year beginning in) >						
10a Amounts from line 6						
10b Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
10c Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
11 Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						

Section C. Computation of Public Support Percentage		
15 Public support percentage for 2015 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2014 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage		
17 Investment income percentage for 2015 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2014 Schedule A, Part III, line 17	18	%
19a 33-1/3% support tests - 2015. If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
19b 33-1/3% support tests - 2014. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions.		<input type="checkbox"/>

Supporting Organizations

(Complete only if you checked a box in line 11 on Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If 'No,' describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain	1	
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If 'Yes,' explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2)	2	
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If 'Yes,' answer (b) and (c) below	3a	
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If 'Yes,' describe in Part VI when and how the organization made the determination	3b	
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If 'Yes,' explain in Part VI what controls the organization put in place to ensure such use	3c	
4a Was any supported organization not organized in the United States ('foreign supported organization')? If 'Yes' and if you checked 11a or 11b in Part I, answer (b) and (c) below	4a	
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If 'Yes,' describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations	4b	
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If 'Yes,' explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes	4c	
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document)	5a	
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b	
c Substitutions only. Was the substitution the result of an event beyond the organization's control?	5c	
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If 'Yes,' provide detail in Part VI	6	
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ)	7	
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ)	8	
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If 'Yes,' provide detail in Part VI	9a	
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If 'Yes,' provide detail in Part VI	9b	
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If 'Yes,' provide detail in Part VI	9c	
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If 'Yes,' answer 10b below	10a	
b Did the organization, have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)	10b	

Supporting Organizations (continued)

	Yes	No
11a Did the organization accept a gift or contribution from any of the following persons? a. who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11b Is any member of a person described in (a) above?		
11c Is a 35% controlled entity of a person described in (a) or (b) above? If 'Yes' to a, b, or c, provide detail in Part VI		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If 'No,' describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If 'Yes,' explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If 'No,' describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s)		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If 'No,' explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If 'Yes,' describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):
- a ☐ The organization satisfied the Activities Test. Complete line 2 below.
- b ☐ The organization is the parent of each of its supported organizations. Complete line 3 below.
- c ☐ The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

	Yes	No
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If 'Yes,' then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If 'Yes,' explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement		

3 Parent of Supported Organizations. Answer (a) and (b) below.

	Yes	No
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If 'Yes,' describe in Part VI the role played by the organization in this regard		

Part III Non-Functionally Integrated 509(a)(3) Supporting Organizations

Check here if the organization satisfied the Integral Part Test as a qualifying trust on November 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A — Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	

Section B — Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C — Distributable Amount		Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1
2	Enter 85% of line 1	2
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3
4	Enter greater of line 2 or line 3	4
5	Income tax imposed in prior year	5
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6

7 ☐ Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).

BAA

Schedule A (Form 990 or 990-EZ) 2015

Part II Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Distributions		Current Year
1	Amount paid to supported organizations to accomplish exempt purposes	
2	Amount paid to perform activity that directly furthers exempt purposes of supported organizations, of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Quoted set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions	
7	Total annual distributions. Add lines 1 through 6	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions	
9	Distributable amount for 2015 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E – Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2015	(iii) Distributable Amount for 2015
1	Distributable amount for 2015 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2015 (reasonable cause required – see instructions)			
3	Excess distributions carryover, if any, to 2015:			
a				
b				
c				
d	From 2013			
e	From 2014			
f	Total of lines 3a through e			
g	Applied to underdistributions of prior years			
h	Applied to 2015 distributable amount			
i	Carryover from 2010 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f			
4	Distributions for 2015 from Section D, line 7:			
a	Applied to underdistributions of prior years			
b	Applied to 2015 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4			
5	Remaining underdistributions for years prior to 2015, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions)			
6	Remaining underdistributions for 2015. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions)			
7	Excess distributions carryover to 2016. Add lines 3j and 4c			
8	Breakdown of line 7:			
a				
b				
c	Excess from 2013			
d	Excess from 2014			
e	Excess from 2015			

BAA

Schedule A (Form 990 or 990-EZ) 2015

Additional Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information.

Part 10

Other Income Part II, Line 10 Description: Sale of gift shop merch 2011: 29733. 2012: 25493. 2013: 13775.

Supplemental Financial Statements

OMB No. 1545-0047

2015

Open to Public Inspection

- Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
- Attach to Form 990.
- Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

Employer identification number

Sierra County Historical Society

85-0220497

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education) ☐ Preservation of a historically important land area

☐ Protection of natural habitat ☐ Preservation of a certified historic structure

☐ Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2 a
b Total acreage restricted by conservation easements	2 b
c Number of conservation easements on a certified historic structure included in (a)	2 c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2 d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ \$

(ii) Assets included in Form 990, Part X ▶ \$

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ \$

b Assets included in Form 990, Part X ▶ \$

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

Check all that apply: ☐ Public exhibition ☐ Loan or exchange programs ☐ Scholarly research ☐ Other ☐ Preservation for future generations

2 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☒ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1 a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1 c
d Additions during the year	1 d
e Distributions during the year	1 e
f Ending balance	1 f

2 a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1 a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment %

b Permanent endowment %

c Temporarily restricted endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3 a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

(i) unrelated organizations ☐ 3a(i) Yes No

(ii) related organizations ☐ 3a(ii) Yes No

b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R? ☐ 3b Yes No

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1 a Land		55,000.		55,000.
b Buildings		254,631.		254,631.
c Leasehold improvements				
d Equipment		39,919.		39,919.
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) 349,550.

BAA

Schedule D (Form 990) 2015

Investments — Other Securities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
Financial derivatives		
Closely-held equity interests		
Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 12.)		

Part VIII Investments — Program Related.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. (Column (b) must equal Form 990, Part X, column (B) line 13.)		

Part IX Other Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 15.)	

Part X Other Liabilities.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. (Column (b) must equal Form 990, Part X, column (B) line 25.)	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote in the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII.

Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1 Total revenue, gains, and other support per audited financial statements		1
Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a Net unrealized gains (losses) on investments	2a	
b Donated services and use of facilities	2b	
c Recoveries of prior year grants	2c	
d Other (Describe in Part XIII.)	2d	
e Add lines 2a through 2d	2e	
3 Subtract line 2e from line 1	3	
4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b Other (Describe in Part XIII.)	4b	
c Add lines 4a and 4b	4c	
5 Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	

Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1 Total expenses and losses per audited financial statements		1
2 Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a Donated services and use of facilities	2a	
b Prior year adjustments	2b	
c Other losses	2c	
d Other (Describe in Part XIII.)	2d	
e Add lines 2a through 2d	2e	
3 Subtract line 2e from line 1	3	
4 Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b Other (Describe in Part XIII.)	4b	
c Add lines 4a and 4b	4c	
5 Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Pt III, Line 4 Preservation and display the history and culture of the area serving as a source of information and education and furthering community relations.

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

2015

Use this space to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

➤ Attach to Form 990 or 990-EZ.

➤ For more information about Schedule O (Form 990 or 990-EZ) and its instructions, go to
www.irs.gov/form990.

Open to Public
Inspection

Department of the Treasury
Internal Revenue Service
Name of the organization

Employer identification number

Sierra County Historical Society

85-0220497

Pt VI, Line 11b

The return is provided to the board at meeting for review and approval.

The board reviews and discusses all potential conflict of interest

possibilities to ensure they do not occur. This is a small organization

Pt VI, Line 12c

in a small town so this is easily accomplished.



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

Phone: (575) 894-6673 Fax: (575) 894-0363

MAY 10 2016

SUBRECIPIENT GRANT APPLICATION

FY: 2016/2017

DUE DATE: 5/13/16 by 5:00 PM

BUDGET EVALUATION

The City has funded local organizations in the past; however, funding is scarce and the City usually receives more requests for funds than are available. Therefore, please note that your answers to these questions will have a direct bearing on how much, if any, funding will be allocated to your organization.

REQUIREMENTS

Organization's previous year's audit report or internal/informal financial statement is required, if applicable. Please include with application. Quarterly reports for each quarter are due by the 15th of the month following each quarter. It is the sole responsibility of the organization to provide these reports on time.

(Attach a separate sheet to this form if you need additional space for your answers.)

GENERAL INFORMATION

- Name of Organization: Geronimo Trail Scenic Byway
- Is the organization registered as a non-profit? Yes X No
- Non-Profit Corporation Commission Authority Number: 2004349
- Employer Identification Number (EIN#): 85-0460964
- Contact Person: LaRena Miller Phone No. 575-894-2255
- Mailing Address: P O Box 1072, Truth or Consequences, NM 87901
- Physical Address: 301 S Foch Street, Truth or Consequences, NM 87901

E-Mail: larenam@windstream.net

FUTURE FUNDING REQUEST

- Amount of funding requested for FY 2016/2017: \$4,000.00
- Detailed accounting of how proposed funding is to be spent in FY 2016/2017:
Funding will be used to pay postage for mailing information, telephone, renters insurance,
and office supplies such as paper and print cartridges needed for operation of Visitors Center
in downtown Truth or Consequences
- State how the residents or businesses of Truth or Consequences will be benefited by the funding allotted to your organization in FY 2016/2017.
Residents will benefit by our recommending places to visit, and motels/hotels, restaurants,

hot soaking pools, shopping, galleries and things to see and do in Truth or Consequences and vicinity that will add to lodgers tax and gross receipts tax, thus bringing business to local establishments and additional tax revenue to the City.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

We receive funding from Truth or Consequences Lodgers Tax as part of the collaborative that receives the matching marketing grant. We also receive funds from Sierra County Lodgers Tax that is used for printing of flyers and informational handouts. We provide information and assistance to the City marketing agent, J. Griffin & Associates for proofreading for accuracy, trade show handouts, and visitor information stats.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2015/2016) year's funding: \$3,500.00

- Detailed account of how the current year's funds have been spent:

Telephone \$ 1045.24

Renters Insurance \$ 808.08

Postage \$ 309.13

Supplies \$ 748.01

Total \$ 3490.87

Additional office supplies were provided by the executive director and some board members out of their own pockets

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

The City's funding was used to increase tourism, promote the local area, and increase both lodgers tax and gross receipts tax. The funding received from County Lodgers Tax and from Bullocks receipts also went to help with promotion of the area as a tourism destination in the printing of literature and distribution of City maps.

-
-
- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2015/2016):

We recommended restaurants, shops, motels, mineral springs, and had many people come back and tell us how good was their meal, how much they had enjoyed their soak, how nice and friendly everyone had been at the hotel, etc. Many came and said they would be back at a future time to stay in Truth or Consequences and visit the surrounding area.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.
-

Submitted By: LARENA MILLER

(Typed Name & Signature)

Date: 5/10/2016

Received By: _____

Date: _____



Exempt Organizations Select Check

[Exempt Organizations Select Check Home](#)

Form 990-N (e-Postcard) - Search Results

These results include the most recent Form 990-N (e-Postcard) filing(s) of each organization listed. Click on an organization's name to see the information included on the organization's e-Postcard.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

Note: Not all Form 990-N (e-Postcard) filers qualify for exemption from federal income tax. To confirm an organization's tax-exempt status, call Customer Account Services at (877) 829-3500.

1-1 of 1 results

Results Per Page

« Prev | 1-1 | Next »

EIN ▲	Legal Name (Doing Business As) ▲
85-0460964	GERONIMO TRAIL SCENIC BYWAY

City ▲	State ▲	ZIP/Postal Code ▲	Country ▲
Truth or Consequences	NM	87901	United States

Tax Year ▲
2014

« Prev | 1-1 | Next »

[Dashboard](#) [Corporations](#)Welcome! **GERONIMO TRAIL SCENIC BYWAY** Tuesday, May 10, 2016[JCC](#)[Partnerships](#)[Notary Public](#)[Trademarks](#)[Service of Process](#)[Authentications](#)[Facsimile Signature](#)[Forms](#)[My Profile](#)[Contact Us](#)[Logout](#)

Search Results

[Corporations/LLC Search Results](#)

Business #	Business Name	DBA Name	Entity Type	Status	Standing	RA Name	Action
2004349	GERONIMO TRAIL SCENIC BYWAY		Domestic Nonprofit Corporation	Active	Good Standing		Added to Profile

Total No. of Records: 1 Page 1 of 1

Phone: (575) 894-6673 Fax: (575) 894-0363

RECEIVED
NOV 4 1964

T or C. These events are Second Saturday Art Hops, Old-Fashioned Christmas, Scoop the Loop/Sock Hop and the Hot Springs Festival. These are fun for the locals and bring people to town that spent money, thus producing gross receipts. Additionally, we will continue to work on the Art Park, and we will seek out other grants to benefit the residents and visitors. We are considering submitting an application for the Great Blocks program through NM MainStreet.

- Explain if the City's funding of your organization will be used to leverage other funding from other sources.

Funding from the city allows us to access professional services from New Mexico MainStreet. The approximate value of these services is about \$50,000. Furthermore, we will leverage this money as we look for grants for different projects.

- Do you have plans for conducting an independent financial audit of your organization in the coming year? Yes ☐ No ☒ If yes, who will be the independent public accountant?

HISTORICAL INFORMATION

- Amount of current (2015/2016) year's funding: \$30,000.00

- Detailed account of how the current year's funds have been spent:

About \$20,000 has gone toward the salary and taxes for the Executive Director. Rent and utilities were an expense of about \$4000. Approximately \$3,500 was used for various trainings including state and national conferences, which are required. The remaining \$2,500 went to host several different events, including Second Saturday Art Hops, Old-Fashioned Christmas, Hot Springs Festival, and Scoop the Loop/Sock Hop.

- Explain if the City's funding of your organization was used to leverage other funding from other sources. If so, how:

Over the past year, we have been awarded several grants including \$145,000 for the Healing Waters Plaza project, \$45,192 from the USDA for the Business Development Project, \$3000 for the Hot Springs Festival through the State Tourism Department, and \$3000 for the Art Park through the Resiliency Alliance. We received about \$40,000 in services from New Mexico Main Street and recorded volunteer hours valued at \$27,137. That means we leveraged \$30,000 to get

\$263,329 making each dollar the city granted us into \$8.77.

- State how the residents or businesses of Truth or Consequences benefited by the funding allotted to your organization this current year (2015/2016):

MainStreet hosted several events which benefitted both the residents and the businesses in T or C. These events were Second Saturday Art Hops, Old-Fashioned Christmas, Scoop the Loop/ Sock Hop and the Hot Springs Festival. These were fun for the locals and brought people to town that spent money, thus producing gross receipts. Additionally, we have gotten a grant for the Healing Waters Plaza and the Art Park. The creation of these two spaces will improve community pride. Through the USDA, we can provide trainings and support for our local businesses.

- Has there been an independent financial audit of the organization this year or in prior years?
Yes ☐ No ☒ If YES, please provide name below and a copy of the current audit with your application. If NO, please provide internal/informal audit or financial statements.

Submitted By:

Linda DeMarino
(Typed Name & Signature)

Date: 5/3/2016

Received By:

Date:



Exempt Organizations Select Check

File | Search | History | Check History

Organizations Eligible to Receive Tax-Deductible Charitable Contributions (Pub 78 data) - Search Results

The following list includes tax-exempt organizations that are eligible to receive tax-deductible charitable contributions. Click on the "Deductibility Status" column for an explanation of limitations on the deductibility of contributions made to different types of tax-exempt organizations.

Results are sorted by EIN. To sort results by another category, click on the icon next to the column heading for that category. Clicking on that icon a second time will reverse the sort order. Click on a column heading for an explanation of information in that column.

1-1 of 1 results		Results Per Page: 25	OK	« Prev 1-1 Next »	
EIN ▲	Legal Name (Doing Business As) ▲	City ▲	State ▲	Deductibility Status ▲	
27-2594746	Mainstreet Truth or Consequences	T or C	NM United States	PC	

[Return to Search](#)

« Prev | 1-1 | Next »



Deductibility Status

In general, an individual who itemizes deductions may deduct contributions to most charitable organizations up to 50% of his or her adjusted gross income computed without regard to net operating loss carrybacks. Individuals generally may deduct charitable contributions to other organizations up to 30% of their adjusted gross income (computed without regard to net operating loss carrybacks). These limitations (and organizational status) are indicated as follows:

Code	Type of organization and use of contribution.	Deductibility Limitation
PC	A public charity.	50%
POF	A private operating foundation.	50%
PF	A private foundation.	30% (generally)
GROUP	Generally, a central organization holding a group exemption letter, whose subordinate units covered by the group exemption are also eligible to receive tax-deductible contributions, even though they are not separately listed.	Depends on various factors
LODGE	A domestic fraternal society, operating under the lodge system, but only if the contribution is to be used exclusively for charitable purposes.	30%
UNKWN	A charitable organization whose public charity status has not been determined.	Depends on various factors
EO	An organization described in section 170(c) of the Internal Revenue Code other than a public charity or private foundation.	Depends on various factors
FORGN	A foreign-addressed organization. These are generally organizations formed in the United States that conduct activities in foreign countries. Certain foreign organizations that receive charitable contributions deductible pursuant to treaty are also included, as are organizations created in U.S. possessions.	Depends on various factors
SO	A Type I, Type II, or functionally integrated Type III supporting organization.	50%
SONFI	A non-functionally integrated Type III supporting organization.	50%
SOUNK	A supporting organization, unspecified type.	50%



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Business Services Division

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Corporations by name or number

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Name
In New Mexico, DBA

MAINSTREET TRUTH OR CONSEQUENCES

Type

Domestic Nonprofit

Good Standing Status:

Filing Information

Corp # 4238085
Status Active Corporation
Date of Incorporation Dec 01-2009
State of Incorporation NM
Fiscal Year Date Jun 30 2016
Report Due Date Nov 15 2016

Character of Affairs

MainStreet Truth or Consequences is a grassroots organization with the mission to preserve and enhance historic downtown Truth or Consequences through education, historic preservation, economic development, improvement of physical conditions and promotion of community pride.

Agent Information

LINDA DE MARINO
618 LINCOLN,
TRUTH OR CONSEQ, NM - 87901

Officers/Organizer Information

1. President - SID BRYAN
2. Vice President - DESTINY MITCHELL
3. Secretary - KAY MILLER
4. Treasurer - KAY MILLER

Instrument History

1. Instrument Number 4238085
Filing Date Dec 01-2009
Type Certificate Of Incorporation
Text MAINSTREET TRUTH OR CONSEQUENCES INC. 100 PINE BLVD

Address Information

1. Corp Mailing Address
P.O. BOX 1602
TRUTH OR
CONSEQ, NM 87901
2. Principal Place Of Business In NM
110 MAIN STREET
TRUTH OR
CONSEQUENCES, NM 87901

Directors Information

1. CARY GUSTIN
2. STEVE GREEN
3. JOSHUA FRANKEL
4. SAEI MARRI

Click to Search

Created: 07/04/2016 by Secretary of State, version 0.0.2



CITY OF TRUTH OR CONSEQUENCES
CITY MANAGER'S OFFICE
505 SIMS STREET
TRUTH OR CONSEQUENCES, NEW MEXICO 87901
PHONE: (575) 894-6673 EXT 320 FAX: (575) 894-0363

I-2

COMMISSION ACTION FORM

ITEM:

Lodgers Tax Applications for FY 2016/17

PURPOSE OF ACTION:

Review and allocate funds.

BACKGROUND:

The deadline for applications for FY 2016/17 was May 13, 2016. A total of 12 applications were submitted for a sum of \$125,465. The Lodgers Tax Advisory Board met on Friday, May 20, 2016, for the purpose of distributing the Lodgers Tax funds. The City Commission has been provided with a copy of the applications and an allocation summary sheet per the Lodgers Tax Advisory Board recommendations.

STAFF RECOMMENDATION:

Review and allocate.

SUPPORT INFORMATION:

Applications
Evaluation Forms
Recap Sheet

Name of Drafter: Linda Sparks	Department: City Manager's Office	Meeting: 6/14/16
E-mail: lsparks@torcnm.org	Phone: 575-894-6673 Ext. 320	

2016/17 LODGERS TAX ALLOCATIONS

Lodgers Tax Advisory Board Recommendations 5/20/16

City Commission Meeting 5/24/16

BUDGET: \$46,000

ORGANIZATION	FUNDS ALLOCATED FYE 16	FUNDS REQUESTED FYE 17	FYE 2017 LODGER'S TAX BD RECOMMENDED	FYE 2017 CITY COMMISSION APPROVED
ELIGIBLE				
Chamber of Commerce of T or C & S.C.	\$11,500.00	\$27,000.00	\$11,300.00	
Clint Benjamin Memorial Team Roping	1st Time App	\$5,000.00	\$3,000.00	
Friends of Elephant Butte LK ST PK	\$700.00	\$2,000.00	\$700.00	
Geronimo Springs Museum	\$9,500.00	\$19,000.00	\$11,000.00	
MainStreet Truth or Consequences	\$7,900.00	\$16,900.00	\$7,000.00	
Sierra Arts Council (Noncompliant in Past)	\$0.00	\$8,490.00	\$3,000.00	
T or C Fiesta	\$5,000.00	\$8,000.00	\$5,000.00	
INELIGIBLE				
New Mexico Old Time Fiddlers Assn.	\$2,500.00	\$2,575.00	\$1,000.00	
The Bountiful Alliance/Farmers Market	\$1,000.00	\$2,500.00	\$1,000.00	
Veterans Memorial Pk/Museum Trust BD	\$6,000.00	\$8,000.00	\$3,000.00	
TOTALS	\$44,100.00	\$99,465.00	\$46,000.00	\$0.00
			Budget Balance	\$46,000.00
COOP GRANT				
Geronimo Trail Scenic Byway	\$6,000.00	\$10,000.00		
S.C. Recreation & Tourism Advisory BD	\$16,000.00	\$16,000.00		
			GRAND TOTAL	\$0.00



J.1

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

Discussion/Action: Re-Appointment of Cary "Jagger" Gustin to the Governing NM Office of Film Liaison.

BACKGROUND:

Mr. Cary "Jagger" Gustin has served as the Film Liaison for many years and is requesting the Commission to consider re-appointing him to serve in this position.

STAFF RECOMMENDATION:

None.

Submitted by: Renee Cantin, City Clerk

Meeting date: 6-10-2016

June 2nd, 2016

Request for Agenda Item: City of T or C City Commission
meeting June 14th, 2016 9:am Commission Chambers

----Film Report

----Request Reappointment by Commission to NM Film Office
Film Liasion for City of Truth or Consequences, NM

Cary 'Jagger' Gustin
203 Main Street
Truth or Consequences, NM 87901
Wrk: 575-894-4244
Cell# 575-312-2050
cary.gustin@state.nm.us



J.2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

TO ACCEPT AND APPROVE A PROJECT DEVELOPMENT AGREEMENT (PDA) TO ALLOW YEAROUT ENERGY SERVICES COMPANY (YESCO) TO PERFORM AN INVESTMENT GRADE AUDIT TO INTEGRATE AUTOMATIC READING WATER AND ELECTRIC METERS FOR A SELF FUNDING ENERGY PERFORMANCE CONTRACT UNDER STATE CONTRACT 15-05759. PURSUANT TO (NMSA 1978 6-23)

BACKGROUND:

In September of 2015 The Water/Wastewater Department furnished YESCO information to perform a preliminary water loss study in order to evaluate the self- funding potential of installing more accurate automatic reading water meters. In the process of evaluation it has been recommended to incorporate and integrate automatic reading electric meters so that the city can share the same data infrastructure which could save the city substantial money by sharing data bases and billing systems.

The Council Approved LOA allowed YESCO to work with the EMNRD and the OSE to evaluate the integration of installing automatic reading water and electric meters and integrating the data bases for each system. This process will also evaluate the most efficient equipment and software systems to allow billing to be more accurate, timely and efficient. YESCO worked for the last several months with the EMNRD and OSE set the acceptable standards for the PDA, pursuant under (NMSA 1978 6-23). The EMNRD and OSE require YESCO to perform and Investment Grade Audit (IGA) which will verify both stipulated and realized savings for the project.

YESCO will review the preliminary data derived from the LOA with council based on the findings review with the OSE and the EMNRD. This project will be overseen by both the OSE and EMNRD, YESCO has reviewed the preliminary findings so that all PDA data will be in compliance with (NMSA 1978 6-23).

This PDA will evaluate the integration of the engineering studies from Smith Engineering and T&D Electric (Delivered October 13, 2015) to determine what further audit scope will be required to meet Energy Performance Statues under State Contract 15-05759 so that the project can meet self- funding objectives and minimize impact to the City budget.

The PDA will be written in such a manner so that the City of Truth or Consequences can utilize Qualified Energy Conservations Bonds (QECB's) that will allow the project to proceed with guaranteed savings and the lowest possible cost of capital

SUPPORT INFORMATION:

- Project Development Agreement

STAFF RECOMMENDATION:

- To accept and approve Project Development Agreement

Name of Drafter: Scott Griffith		Meeting date: 6-14-2016
E-mail: sgriffith@yearoutenergy.com ; Scott@yearoutenergy.com	Phone C: 505.991.0679	



Project Development Agreement

THIS PROJECT DEVELOPMENT For WATER And INFRASTRUCTURE EVALUATION AGREEMENT (this "Agreement") is made and entered into in this ____ day of _____, 2016 by and between The City of Truth or Consequences, New Mexico ("Customer") and Yearout Energy Services Company, LLC. ("YESCO").

This PDA agreement will have phased steps so that Customer will have time to agree on the approach of technology and deployment of new technology and the creation of a sustainable business model. This will require specific training for the ongoing operation of the City Infrastructure and distribution of Energy Conservation and Water Resources. This approach will ensure both parties are involved and agree to the scope and direction of the project development.

The parties agree as follows:

1. EVALUATION STUDY, DEVELOPMENT ACTIVITIES, FACILITIES.

YESCO agrees to undertake an evaluation study for the Customer to evaluate and jointly determine the optimal set of water and electric meter improvements that can reduce the Customer's operational costs and improve the ability to accurately read delivered utilities. This will be completed with studies for onsite upgrades and improvements to the operational performance and efficiency of Customer's facilities, systems, and infrastructure. Customer agrees to provide its full and timely cooperation to assist YESCO in conducting and completing the project development activities described herein.

YESCO will conduct cost and savings analyses in order to develop a list of improvement measures for Customer's consideration. This information, along with a preliminary financial analysis, will be reviewed with Customer and recommendations will be made with respect to the optimal bundle of improvement measures.

YESCO will review the following:

Meter Audit and Testing Study (Smart Meter and City Infrastructure)

- Develop overall intent with Customer
- Confirm project is desirable
- Evaluate water and electric infrastructure in regards to deployment of Smart Metering systems
- The City and YESCO will jointly select the most appropriate technology based on findings and water loss
- Cost deployment and payback of measures
- Develop Implementation plan

2. **RECORDS AND DATA ACCESS.** During the evaluation study, Customer will furnish to YESCO accurate and complete data concerning energy usage and operational expenditures for the water and electric utilities. This will include the following data for the most recent two years prior to the effective date of this Agreement: 1) Data regarding water and electric infrastructure, production, consumption, losses, cost, and billings. 2) Sewer infrastructure, treatment, cost, and billing data. Additional information may include: 1) accurate electrical consumption rates to apply to electrical generation grid, 2) occupancy and usage information 3) descriptions of any changes in the building structure, heating, cooling, lighting, or other systems, and their energy requirements, 4) descriptions of all energy consuming or energy-saving equipment used on the Facilities, 5) descriptions of energy/water management and other relevant operational or maintenance procedures utilized by the Customer, 6) summary of expenditures for outsourced maintenance, repairs, or replacements, 7) copies of representative current tenant leases, 8) prior energy/water audits or studies of the Facilities. Customer will provide YESCO access to all applicable locations and facilities to enable YESCO to perform its obligations hereunder.
3. **CONFIDENTIALITY.** Each party's performance may require the exchange of data and information considered proprietary and/or confidential ("Confidential Information"). To the extent that such data or information is so identified by the disclosing party at the time of exchange, the receiving party agrees to hold such Confidential Information in the strictest confidence for a period of two (2) years from the date of information exchange. The parties further agree that within that period of time, it will not use any such Confidential Information except in connection to its efforts hereunder, and will not disclose any such Confidential Information to any third party (except to its own subsidiaries, affiliates, agents, or employees of any of the foregoing as necessary in connection with its performance hereunder and marked with appropriate restrictions) unless authorized in writing by the party originally furnishing such Confidential Information. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
4. **PRICE AND PAYMENT TERMS.** This unique project scope has extensive initial engineering costs. Upon delivery of the Project Development Agreement, the Customer agrees to pay to YESCO the cost outlined below; however, Customer has no obligation to pay YESCO the Development Payment if within 60 calendar days following YESCO's delivery of the development phase findings, YESCO and Customer enter into an Implementation Agreement. This agreement contracts YESCO to deliver and manage the construction of the improvement measures set forth in the proposal prepared in connection with the development phase, in which case the development payment shall be incorporated into the cost of such implementation agreement.

Meter Audit and Testing Study (Smart Meter for Electrical and Water Infrastructure)

- Develop overall intent with Customer
- Confirm project is desirable
- Evaluate water and electric infrastructure in regards to deployment of Smart Metering systems
- The City and YESCO will jointly select the most appropriate technology based on findings and water loss
- Cost deployment and payback of measures
- Develop Implementation plan

Cost: \$49,500.00 + NMGR

5. **YESCO'S INTELLECTUAL PROPERTY.** YESCO shall retain all right, title, and interest in and to any: (a) deliverables it provides to Customer hereunder including, without limitation, all software source and object code, documentation, technical information or data, proposals, reports, studies, specifications and designs, and any changes, improvements, or modifications thereto or derivatives thereof ("Deliverables"), (b) know-how employed by YESCO in the creation of the Deliverables or performance of the work, whether known to YESCO prior to, or developed, discovered, or acquired in connection with the performance of its obligations hereunder. In the event the parties do not enter into an implementation agreement, whereby YESCO is contracted to deliver and manage the construction of the improvement measures developed pursuant to this Agreement, and provided customer has paid all amounts owed to YESCO under this Agreement, YESCO will grant to Customer a nonexclusive license to reproduce and use the Deliverables without warranty on an as-is where-is basis, for its own purposes. Furthermore, that in such event Customer hereby releases YESCO from any liability associated with Customer's use of the Deliverables and shall indemnify and hold YESCO harmless from any claims arising out of or associated with Customer's or any of Customer's other contractors use of the Deliverables.
6. **REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Project Development and Infrastructure Evaluation Agreement to be executed in one or more counterparts by their duly authorized representatives as of the day and year first above written.

City of Truth or Consequences

Signature: _____

Printed Name: _____

Title: _____

Yearout Energy Services Company

Signature:  _____

Printed Name: Colby Geer

Title: YESCO G.M.



J.3

CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: APPROVAL OF JUVENILE JUSTICE ADVISORY COUNCIL CONTRACT BETWEEN STATE OF NM, CYFD DEPARTMENT AND THE CITY OF TORC.

BACKGROUND:

The City Commission approved authorization to act as the fiscal agent for the Juvenile Justice Advisory Council, JJAC, program. The objective of the program is to provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

The agreement with the State of New Mexico Children, Youth and Families Department grants \$72,002 for the development of the following items:

1. Develop and improve the "Comprehensive Strategic Plan" for juvenile justice and detention reform in City of Truth or Consequences to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

In addition to the items above, the program is required to meet requirements specified in the Scope of Work.

STAFF RECOMMENDATION:

- Approval of the JJAC agreement with CYFD.

SUPPORT INFORMATION:

- Agreement between the City and CYFD.

Reviewed by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Meeting: 06-14-16		



Blaine T. Mynatt
Damian L. Martínez
Bradley A. Springer*
Casey B. Fitch
Benjamin J. Young
Ashlee M. Placencio
Alan J. Dahl

Of Counsel
Matthew P. Holt
David McNeill, Jr.
Stephen A. Hubert
William A. Walker, Jr.
Edith M. Reeves
*Also licensed in Texas

June 3, 2016

VIA FEDERAL EXPRESS

Juan Fuentes
City Manager
Truth or Consequences
505 Sims Street
T or C, NM 87901

Re: JJAC Agreement No. 17-690-19787

Dear Mr. Fuentes:

Enclosed you will find executed copies, totaling four (4), with respect to the above-referenced matter. As you can see I have approved these copies as to form. Often times, I have difficulty with these take it or leave it style of contracts, sometimes referred to as "adhesion" contracts. New Mexico does enforce adhesion contracts so long as the terms are not in violation of public policy or otherwise unconscionable. While there are a number of provisions in these agreements that appear to favor CYFD over the City, it still may very well be in the best interest of the City to engage in this particular project. So long as you are comfortable with the substance of the agreement, and the obligations it will place upon the City, then my approval as to form is sufficient. Please give me a call with any questions or concerns on these agreements.

Sincerely,

HOLT MYNATT MARTÍNEZ

A handwritten signature in blue ink, which appears to read "Bradley A. Springer".

BRADLEY A. SPRINGER

BAS/jg/2003-001
Enclosures as noted

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the "Agency," and **CITY OF TRUTH OR CONSEQUENCES**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the state agency designated to receive and administer federal funds and the Agency desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE UPON WHICH IT IS EXECUTED BY AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **(June 30, 2017)** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **SEVENTY TWO THOUSAND TWO DOLLARS AND ZERO CENTS (\$72,002.00)**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The

Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in

the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3—Administrative and Fiscal Standards**, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the CYFD Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or

participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmexico.state.nm.us/>.

ARTICLE XXI. Background Checks

CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Health Insurance Portability and Accountability Act of 1996

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4, Business Associate Agreement**, which is attached and incorporated by reference.

ARTICLE XXIII. Appropriations

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, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Suspension and Debarment Form

The Contractor agrees to comply with the guidelines set for the in the Suspension and Debarment Form in **Attachment 5, Suspension and Debarment Form**.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is

executed by Agency Secretary or Designee.

Contractor – City of Truth or Consequences

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Approved as to form

Legal Counsel, Contractor

Bradley A. Springer

Date: 6-1-16

Agency – Children, Youth and Families Department

Monique Jacobson, CYFD Secretary or Designee

Date: _____

Approved as to legal form and sufficiency.

Michael Heitz, CYFD General Counsel or Designee

Date: _____

Attachment 1 – Scope of Work
Truth or Consequences

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in City of Truth or Consequences to be updated a minimum of once per year;
2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
4. Provide oversight for the programs/service identified in the Scope of Work;
5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
6. Maintain a plan for sustainability of the programs/services implemented by the CAB.

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 4. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 5. Provide the Agency standardized progress reports monthly;
 6. Submit to the Agency a written "Final Report" prior to the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. a year plan for sustainability of programs/services;
 - b. accomplishments/milestones achieved during this Agreement period;
 - c. statements regarding achievements, obstacles and progress made regarding the performance measures and related outcomes; and
 - d. continuing development and improvement of the Comprehensive Strategic Plan for a continuum of detention alternative program and services.
 7. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula Grant, submitted for state fiscal year 2017, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Case Management and Mentoring; and
 2. Sierra County Diversion Program;

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all

reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.

- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.

- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Dorothy Mendonca
JJAC Program Manager
Children, Youth and Families Department
PO Drawer 5160, Room 542
Santa Fe, NM 87502
(P) 505-469-5325

Contractor

Juan Fuentes
City Manager
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901
(P) 575-894-6673 ex 321

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not

used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Age;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:

1. Mental Health;
2. Substance Abuse;
3. Truant/Dropout; or
4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity;
- N. Number of program youth who reported being satisfied with the program;
- O. Total number of program families; and
- P. Number of program families who report being satisfied with the program.

Performance Measures:

- A. Alternatives to Detention:
 1. Number of detention alternative program options;
 2. Number of program youth receiving risk assessments (RAI); and
 3. Number of program youth who return to all scheduled hearings.
- B. Delinquency Prevention:
 1. Number of parents served;
 2. Number of program youth who received services for substance use;
 3. Number of program youth with noted behavioral change;
 4. Number of program youth who received services for substance abuse behavior;
 5. Number of program youth with improved school attendance;
 6. Number of program youth who received services for school attendance behavior;
 7. Number of program youth who exited the program having completed the program requirements.
- C. Diversion:
 1. Total number of program youth who received services for diversion behavior;
 2. Number of program youth with noted behavior change;

3. Number of first time offenders; and
 4. Number of program youth formally processed.
- D. Mentoring:
1. Total number of mentors;
 2. Total time, in days, of service across all mentors for this reporting period;
 3. Number of youth in the program who received mentoring services;
 4. Number of youth in the program with noted behavior change;
 5. Number of mentors who returned the survey;
 6. Number of mentors who reported being satisfied with the program;
 7. Number of volunteer advocates in the program; and
 8. Number of volunteer advocates remaining active until case completion.
- E. Restitution/Community Service:
1. Amount of restitution owed this reporting period;
 2. Amount of restitution paid this reporting period;
 3. Amount of restitution carried over from last reporting period;
 4. Number of current program youth charged with a probation violation;
 5. Number of crime victims served by the program;
 6. Number of crime victims served that returned a survey; and
 7. Number of crime victims who report being satisfied with the program.
- F. Restorative Justice:
1. Number of case dispositions;
 2. Number of case dispositions that included restorative justice;
 3. Number of crime victims;
 4. Number of crime victims to participate in restorative justice;
 5. Average time in hours spent by the victims' advocates with victims;
 6. Average number of contacts between victim and victim advocates;
 7. Number of cases in which community members had input into the offender disposition;
 8. Number of offenders ordered to pay restitution;
 9. Number of offenders that pay restitution;
 10. Total number of offenders handled;
 11. Number of youth to have restorative justice requirements; and
 12. Number of youth to successfully complete their restorative justice requirements.

PULL TOGETHER

1. If Contractor's information is on PULLTOGETHER.org, Contractor is responsible for ensuring that their contact information is current on the website. Updated information may be sent to info@pulltogether.org.
2. If Contractor's information is not on PULLTOGETHER.org and they would like to request that their information be on the website, please send a request to info@pulltogether.org.
3. If printed materials or printed items are purchased utilizing funds under this contract, those items will be on a PullTogether template or have the PullTogether logo. To obtain the template or logo please email info@pulltogether.org.
4. Contractor is responsible for reaching out to three other non-profits or organizations in their area that serve child and families to discuss how to better collaborate and deliver services in a coordinated manner. A list of non-profits or organizations may be found on PULLTOGETHER.org.

Attachment 2 – Budget
City of Truth or Consequences

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	=		\$20,000
Retreat Facilitator	=		5,000
4% Administrative Fee	=		2,769
Travel	=		753
Supplies	=		500
Youth Committee Members	=		<u>300</u>
			\$29,322
B. <u>Case Management and Mentoring:</u>			
Intake	\$200 x 62 Youth	=	\$12,400
Discharge Plan	\$200 x 62 Youth	=	12,400
Mentoring	\$20 x 372 Hours	=	<u>7,440</u>
			\$32,240
C. <u>Sierra County Diversion Program:</u>			
Facilitator	\$30 x 348 Sessions	=	<u>\$10,440</u>
Based on 6 sessions for 58 youth			\$10,440
Total Grant Award not to exceed:			<u>\$72,002</u>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$ 72,002
40% Minimum Match Liability for City of Truth or Consequences	<u>28,801</u>
Projected Budgeted Amount	\$100,803

*Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S
ADMINISTRATIVE
AND
FISCAL STANDARDS

For Sole Proprietors,
For Non-Profit Organizations,
Local Bodies of Government,
And
For-Profit Incorporated Entities

Revised April 18, 2016

Note: All contractors and subcontractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government)

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by-laws that are filed with the appropriate local, state, federal body or higher education institutions. At a minimum, the agency by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.
2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum;
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks;
 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

- f. Education/experience required;
- g. Wage and salary information;
- h. Job performance evaluation;
- i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
- j. Incident reports;
- k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

- 5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

- 1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds as referenced in the section Source Sheet of the CYFD Administrative and Fiscal Standards.
- 2. The contractor shall comply with all aspects of the provision of the contract, including all insurance, bonding and audit and financial reporting requirements.
- 3. The contractor (non-federal entities and applicants) must disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 4. The contractor (non-federal entities and applicants) shall maintain a code of conduct policy that includes annual review and disclosure of any employee, board member or subcontractor (e.g., consultants or independent contractors) that may have a conflict of

interest or conviction of a misdemeanor or felony, had a judgment withheld or deferred, or are currently charged with committing a misdemeanor or felony.

Insurance

1. The contractor, (with the exception of New Mexico higher education institutions, executive, judicial, and legislative branches of state government) shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor, (with the exception of New Mexico higher education institutions executive, judicial, and legislative branches of state government) if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.
4. The contractor, (with the exception of New Mexico higher education institutions executive, judicial, and legislative branches of state government) if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals

4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel, if included in the services, will adhere to Per Diem and Mileage Act Sections 10-8-1 to 10-8-8 NMSA 1978, regulations governing the per diem and mileage Act, and 2.42.2.11 NMAC, mileage –private conveyance, effective June 19, 2009.)
 - h. Cost allocation method;
 - i. Accounting policies for donations.
 - j. Conflict of Interest Policy

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.
2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract separately in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this Administrative and Fiscal Standards Guidance.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A Schedule of Revenues & Expenditures Budget to Actual Comparison for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The Schedule must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors and subcontractors of the Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Internal Revenue Services (IRS) Schedule C Profit or Loss From Business (Sole Proprietorship) and provide the State of New Mexico Taxation and Revenue Department Combined Report System (CRS-1) Form. Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$250,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of Net Position and Income Statement or Statement of Activities. The contractor shall

disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be available upon request to the Department's Contract Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
3. Audits for a contractor receiving \$250,000.00 to \$500,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
- a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
4. Audits for a contractor receiving \$500,000.00 or greater per year in cumulative Department funds must disclose how much funding is being received from governmental funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
- a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be available upon request to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break.

- c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 5. A contractor receiving over \$750,000.00 per year in cumulative Federal funds must disclose in their financial audit report how much funding is being received from governmental funds (a total of all funds awarded to the contractor within a fiscal year) must adhere to the "uniform guidance for federal awards" (Uniform Guidance). The standards set forth in Title 2 Grants and Agreements Subtitle A Chapter II Part 200 Subpart F- Audit Requirements. For one full fiscal year after the effective date of the uniform guidance, non-federal entities must comply with the terms and conditions of their federal award, which will specify whether the uniform guidance applies. The contractor must have available upon request a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - a) The Contractor must have available upon request their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also have available upon request the Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break.
 - c) The selected auditor shall not have provided non-auditing services within the year being audited that may be disallowed by the Generally Accepted Government Auditing Standards (GAGAS) independence standards (refer to The State of New Mexico State Auditor, State Audit Rule Subsection N of 2.2.2.8 NMAC).
- 6. Financial Statements, Independent Auditor's Report of Agreed-Upon Procedures (AUP), and Audits must be mailed to:

Children, Youth and Families Department
Administrative Services Division
Contract Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>

State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division

<http://www.nmdfa.state.nm.us/Manuals.aspx>

The State of New Mexico State Auditor, State Audit Rule

http://www.saonm.org/state_auditor_rule

COST PRINCIPLES

Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.

Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,

- Subpart A – Acronyms and Definitions
- Subpart B- General Provisions
- Subpart C – Pre-Federal Award Requirements and Contents of Federal Awards
- Subpart D- Post Federal Award Requirements
- Subpart E- Cost Principles
- Subpart F – Audit Requirements

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Work to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of any individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing any individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer and/or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

Attachment 5

Children, Youth and Families Department

Suspension and Debarment Form

- A. Consistent with either 7 C.F.R. Part 3017 or 45 C.F.R. Part 76, as applicable, and as a separate and independent requirement of this contract with the Children, Youth and Families Department (CYFD), the Contractor certifies by signing this form, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this PSC, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.
- B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the CYFD relied when this contract was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this contract. As such at all times during the performance of this contract, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this contract for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:
- (1) The Contractor shall provide immediate written notice to the CYFD's Program Manager if, at any time during the term of this contract, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances.
 - (2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this contract or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the CYFD, the CYFD may terminate the contract.

C. As required by statute, regulation or requirement of this contract, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the CYFD when it requests subcontractor approval from the CYFD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the CYFD may refuse to approve the use of the subcontractor.

By: _____
Contractor

Date: _____



J.4

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Discussion/Action: Award RFP: 15-16-007 ANNUAL AUDIT SERVICES

BACKGROUND:

RFP's for Annual Audit Services were received until Monday, May 16, 2016 at 2:00 p.m.

STAFF RECOMMENDATION: Selection Committee: Lori Montgomery – Finance Director, Renee Cantin – City Clerk and Kerin Salcedo – Accounting Officer have made a recommendation to award the contract to Axiom CPA and Business Advisors LLC

SUPPORT INFORMATION: Evaluation Scoring

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 06/14/16
E-mail: pat@torcnm.org	Phone: 575-894-6673 ext. 312	

Annual Audit Services**RFP 15-16-007**

Evaluator	Hinkle	Burt	REDW	Axiom	Harshwal	Beasley	KMA	Southwest
1	82	79	66	84	70	57	37	78
2	73	91	82	88	71	61	62	76
3	70	55	70	54	72	15	59	50
Subtotals	225	225	218	226	213	133	158	204
Vets Pref *							12.64	20.4
Res Pref **	11.25	11.25	10.9	11.3	0	6.65	7.9	0
TOTALS	236.25	236.25	228.9	237.3	213	139.65	178.54	224.4

Vets Pref Calculated by notes in proposal**Resident Preference at 5%****Evaluation Committee:****2-Jun-16****Renee Cantin****Kerin Salcedo****Lori Montgomery, MBA**