

*Sandra Whitehead
Mayor*

*Brendan Tolley
Mayor Pro-Tem*

*Amanda Forrister
Commissioner*



*Paul Baca
Commissioner*

*Randall Aragon
Commissioner*

*Morris Madrid
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
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REGULAR MEETING

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 WEDNESDAY, MAY 13, 2020; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Sandra Whitehead, Mayor
Hon. Brendan Tolley, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Randall Aragon, Commissioner
Hon. Amanda Forrister, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PUBLIC COMMENT

D. RESPONSE TO PUBLIC COMMENT

E. CONSENT CALENDAR

1. City Commission Regular Minutes, April 22, 2020
2. City Commission Special Minutes, May 4, 2020
3. Acknowledge Regular Recreation Advisory Board Minutes, February 3, 2020
4. Acknowledge Regular Golf Course Advisory Board Minutes, February 5, 2020
5. Acknowledge Regular Golf Course Advisory Board Minutes, March 4, 2020
6. Accounts Payable, April 2020

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Consideration of amendments to Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences. City Manager Madrid
2. Discussion/Action: Resolution 34 19/20 Accepting the FAA Cares (Federal Aviation Administration Coronavirus Aid, Relief And Economic Security) Funding Offer And Designating Signatory Authority for NM -TCS (New Mexico Truth Or Consequences Municipal Airport). City Manager Madrid
3. Discussion/Action: Ordinance 713 for publication approving the Amerigreen Organics, LLC Proposal for an Economic Development Project. City Manager Madrid

G. NEW BUSINESS

1. Discussion/Action: Approve Pattillo, Brown & Hill, L.L.P Certified Public Accountants for the FY19/20 Audit. City Manager Madrid
2. Discussion/Action: Holiday Inn Express Lodgers Tax Refund pursuant to Sec. 7-207 of the Municipal Code of Ordinances. City Manager Madrid
3. Discussion/Action: Budget Adjustment Request for the Juvenile Justice Advisory Council (JJAC). City Manager Madrid
4. Discussion/Action: Consider the recommendation of the Golf Course Advisory Board to appoint Rick Artman as a new member. City Manager Madrid
5. Discussion/Action: Consider the re-appointment of Peggy "Cookie" Johnson to the Sierra Vista Hospital Governing Board. City Manager Madrid
6. Discussion: Discussion regarding City Commission Rules of Procedure. City Manager Madrid

H. REPORTS

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

I. EXECUTIVE SESSION

1. Limited Personnel Matters (various positions) *pursuant to 10-15-1(H.2)*
2. Threatened & Pending Litigation (current & possible Litigation) *pursuant to 10-15-1(H.7)*
3. Real Property (various properties) Pursuant to 10-15-1(H.8)

J. ACTION ON ITEMS DISCUSSED DURING EXECUTIVE SESSION, if any.

K. ADJOURNMENT

Submission for public input shall be submitted by email to torcpubliccomment@torcnm.org, by fax at (575) 894-6690, or a hard copy can be dropped in the Utility drop box at 505 Sims Street, Truth or Consequences, NM. Please submit any input you may have by Monday, May 11, 2020.

The in-person attendance for this meeting will be limited to the City Commission, Critical Council and Administrative Staff. The meeting will be broadcast live through KCHS on 101.9 FM. You may also access the meeting using the information listed below:

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NEXT REGULAR CITY COMMISSION MEETING MAY 27, 2020



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: E.1

SUBJECT: City Commission Regular Meeting Minutes for April 22, 2020
DEPARTMENT: Clerk's Office
DATE SUBMITTED: May 7, 2020
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, APRIL 22, 2020**

A. CALL TO ORDER

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

B. INTRODUCTION

1. ROLL CALL

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

Hon. Sandra Whitehead, Mayor
Hon. Paul Baca, Commissioner
Hon. Randall Aragon, Commissioner
Hon. Brendan Tolley, Commissioner
Hon. Amanda Forrister, Commissioner

Also Present: Morris Madrid, City Manager
Angela A. Torres, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead led the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

Commissioner Baca moved to approve the agenda as submitted. Commissioner Tolley seconded the motion. Motion carried unanimously.

5. RE-ORGANIZATION: SELECTION OF A MAYOR AND MAYOR PRO-TEM:

Commissioner Baca made a motion to nominate Sandra Whitehead to remain Mayor of the City of Truth or Consequences. Commissioner Baca stated that his reasoning behind his nomination is due to the fact that Ms. Whitehead has been

CITY COMMISSION APRIL 22, 2020 REGULAR MEETING MINUTES

working with Mr. Madrid in dealing with different things related to the COVID-19 Pandemic. **Commissioner Tolley seconded the motion.**

Commissioner Forrister made a new motion to nominate Commissioner Tolley to serve as Mayor of the City of Truth or Consequences. Motion died due to lack of a second.

Roll call was taken by the Clerk-Treasurer on the nomination of Sandra Whitehead continuing to serve as Mayor of the City of Truth or Consequence.

**Hon. Paul Baca voted aye
Hon. Brendan Tolley voted aye
Hon. Sandra Whitehead voted aye
Hon. Amanda Forrister voted nay
Hon. Randall Aragon voted aye**

Motion carried with a 4-1 vote.

Mayor Whitehead made a motion to nominate Brendan Tolley to serve as Mayor Pro-Tem for the City of Truth or Consequences. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

C. PRESENTATION:

- 1. Presentation of a Proclamation to celebrate the 100th Anniversary of the First Baptist Church of Truth or Consequences:**

Mayor Whitehead read the Proclamation for the First Baptist Church 100th Anniversary.

D. CONSENT CALENDAR:

- 1. Acknowledgement of March 3, 2020 Municipal Officer Election Canvass**
- 2. City Commission Regular Meeting Minutes, February 26, 2020**
- 3. City Commission Emergency Meeting Minutes, March 24, 2020**
- 4. Accounts Payable, February 2020**
- 5. Accounts Payable, March 2020**

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

E. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 30 2019/2020 Juvenile Adjudication Fund (JAF) Grant Teen Court:

City manager Madrid explained that this is an ongoing program and the Resolution is a requirement by the funding entity to show that the Governing Body endorses the program and we will act as the fiscal agent for the program.

Commissioner Aragon moved to approve Resolution No. 30 2019/2020 for the Juvenile Adjudication Fund (JAF) Teen Court Grant. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Discussion/Action: Resolution No. 31 2019/2020 approving the acceptance of the Fiscal Year 2018/2019 Audit:

City Manager Madrid explained that our annual audit has been completed, accepted into the record, and approved by the State Auditor. It is a requirement that the local government approves and accept the audit as presented.

Chris Garner, Pattillo, Brown & Hill, presented a summary of the Fiscal Year 2018/2019 Audit and the four findings that were resolved.

City Manager Madrid explained the reasoning behind the findings and how they were resolved.

Commissioner Forrister moved to approve Resolution No. 31 2019/2020 approving the acceptance of the Fiscal Year 2018/2019 Audit. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. REPORTS:

City Manager Madrid reported the following:

- He congratulated the Mayor and Mayor Pro-Tem, and stated that he looks forward to working with them.
- He updated the Commissioners on the budget preparation for the upcoming fiscal year.
- He has been sending out weekly updates to the Commissioners since we have not been able to meet, and that is something that will continue.
- He explained that today's agenda is very short due to the limited interaction with the public, and our handling of only essential items. He would like the Commission to consider consolidating the two meetings into one monthly meeting.

City Attorney Rubin reported the following:

- He congratulated Newly Elected Officials Aragon, Tolley and Forrister and he looks forward to working with them. He stated that he also enjoys working with Mayor Whitehead and Commissioner Baca. He feels that we will have a good Commission going forward.

City Commission Reports:

Commissioner Aragon reported the following:

- He is honored to be in this position, and he believes that he will assist the Commission in making good things happen for the City.
- The vote for the Mayor and Mayor Pro-Tem was a challenging decision. He and his fellow Newly Elected Officials met before they became Commissioners, and they talked about how their constituents voiced to them that they want a change in legislative leadership. Right now we are in the middle of a Pandemic, and changing the leadership during this period is not a meritorious idea, and therefore, that influenced his decision.
- He recommended that they go to one Commission Meeting during the day and one in the evening.
- He asked that City Manager Madrid brief the Commission with quarterly budget reviews.

Mayor Pro-Tem Tolley reported the following:

- He reinforced what Commissioner Aragon said about the request to change at least one of our monthly meetings to the evening because we need to make ourselves more accessible to our general public.
- He has been receiving emails and comments about our local small business owners dealing with financial catastrophe going on right now. He understands that we are in the middle of a Pandemic, and our Governor has more access to resources than we do. However, he thinks that we need to consider sometime in the near future joining with the Sierra County Commission, or doing something similar to request some sort of time table of re-phasing our small business openings before our community goes belly up.

Commissioner Forrister reported the following:

- She concurred with Commissioner Aragon's comments regarding her vote to nominate Brendan Tolley as Mayor. Her vote was based off of what she has been hearing from her constituents. She is trying to do the best for our community.
- She also concurred with Mayor Pro-Tem Tolley's comments regarding doing something similar as the County, and asking the Governor to follow the New Mexico Business Coalition Recommendation. She would like for that to be added to an agenda as an action item. She received a petition to open some of our small businesses from citizens, business owners, and churches of Truth or Consequences because they are feeling the devastating effects of the shutdown.

Commissioner Baca reported the following:

- He congratulated the three Newly Elected Officials, and stated that he looks forward to working with them.

Mayor Whitehead reported the following:

- She thanked the residents for staying at home. Sierra County has zero (0) confirmed cases at this time, so what we are doing out there in our community seems to be working. She then thanked our city employees, law enforcement, hospital, and small businesses for following this order by the Governor. She also receives emails and calls, and she knows that we are in a crisis at getting back into the realm of businesses before we completely go into a ghost town, and she doesn't want that to happen. Although, the order has been set to the 30th of April, she hopes that the community and businesses can adhere to that. She would also like to make sure that we go into a soft opening and take our time in doing things properly. We live in a community with the majority of seniors, and we have to protect our community. When the task force was first formed, they asked City Manager Madrid to put together a plan of how we are going to go back into operation possibly on the 1st of May.

M. ADJOURNMENT:

Commissioner Baca moved to adjourn at 10:02 a.m. Mayor Whitehead seconded the motion. Motion carried unanimously.

Passed and Approved this 13th day of May, 2020.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: E.2

SUBJECT: City Commission Special Meeting Minutes for May 4, 2020
DEPARTMENT: Clerk's Office
DATE SUBMITTED: May 7, 2020
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Minutes approval.

Recommendation:

Approve the minutes.

Attachments:

- CC Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
MONDAY, MAY 4, 2020**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL

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

Hon. Sandra Whitehead, Mayor (via teleconference)
Hon. Brendan Tolley, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Randal Aragon, Commissioner
Hon. Amanda Forrister, Commissioner

Also Present: Morris Madrid, City Manager
Angela A. Torres, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

Mayor Whitehead called for Mayor Pro-Tem Tolley to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

**Mayor Pro-Tem Tolley moved to approve the agenda as submitted.
Commissioner Forrister seconded the motion. Motion carried unanimously.**

C. COMMENTS FROM THE PUBLIC: (Public comments were made via teleconference due to the COVID-19 Pandemic).

Ariel Dougherty addressed the Commission related to:

- 1) She thinks re-opening businesses is a good idea. She supports that this should happen, but we are in an entirely new health reality. We need a workable plan that accommodates all sectors of our community. This Resolution cannot take place until at least May 16th. She recommends that the city simply take in the recommendations from the public, and not vote on the Resolution. She also urges the Commission to hold a workshop for additional input. She feels that there are health concerns not sufficiently addressed in this Resolution, and there is nothing about the dynamic of businesses and workers who may have joined various Federal and or State programs like the PPP (Paycheck Protection Program), and re-opening businesses impacts those rules and regulations. You need input from workers and businesses before any actions are made.
- 2) Ms. Dougherty recommended that the following changes be made to Resolution 33 19/20:
 - In the second to the last “Whereas” after the word “cases” add “though testing has been equally low.” She urges adding two additional “whereas” that state; **#1, “Whereas, the City of Truth or Consequences has consulted and recommends following established health guidelines, specifically routine cleaning and disinfecting; and #2, “Whereas, the City of Truth or Consequences acknowledges that the best safe practices are a shared responsibility of all its citizens; and”.**
 - There is no plan devised here by the City for testing. Even in all the confusion and contradictory information coming from the White House on their website, they recommend testing as a key element in re-openings.
 - Under the therefore, after the bold type in the first phrase, shall is there, but in the sixth numbered recommendation the word shifts to should. This creates confused intent and actually renders this entire Resolution to be completely useless.
 - “Should” needs to be changed to “shall.”
 - She finds it insulting and a threat to her personal health that business employees might choose to wear a mask, but the public is required to wear one. This makes no sense and is not the recommendation of the CDC. If she wears a mask, she is protecting you, but if you don't wear a mask, it is her you are not protecting. To falsely place all the burden on customers is wrong, and a health hazard. Sadly, because a store person is the one with more public contact he/she is in the one in the vulnerable position of increased contagion by an unknown carrier. Failure of a store employee, or casual passerby on the street within six feet, to wear a mask, is an insult especially because Truth or Consequences has such a high senior population. Everyone should be acting with caution to address the safety of this community that is amongst the most vulnerable for Covid-19.
 - E. and F. are somewhat contradictory. The Civic Center is currently the major hub of Senior Recreation, so she is not sure what is intended, or meant regarding those paragraphs.
- 3) The fact that our community still has a few known cases is remarkable and a blessing, but it by no means makes us immune, especially as the Pandemic is

expected to be like the Spanish Flu from 1918 and flare up again in the late fall/early winter. We need to be simultaneously resilient and vigilant.

Mayor Pro-Tem Tolley read comment submitted from Audon Trujillo related to:

- 1) He wants to encourage the City Commission to adopt written guidance for the operation of the Municipal Golf Course. The PGA has developed written guidance for the operation of Golf Courses throughout the USA. The Phase1 guidelines can be found at:
<https://www.pga.org/coronavirusresources/Back2Golf/phase-1>.
- 2) Mr. Trujillo recommended that the following changes (*listed in red*) be made to Resolution 33 19/20:

The following safe practices shall be followed *in order to protect the residents of our City and visitors from the COVID-19 Pandemic*:

1. Continue *to practice* social distancing of six feet while working, shopping, *and exercising in all other interactions with those you encounter*.
2. Employees of business establishments *must* wear masks *at all times while at work*. Businesses have the right to require customers to wear masks.
3. Gatherings of 10 persons or more are prohibited
4. Sanitation supplies shall be available at all businesses *and provided by businesses. (WHAT SPECIFIC SANITATION SUPPLIES ARE TO BE PROVIDED?)*
5. Vulnerable individuals should continue to stay at home.
6. *Travel should be restricted to the greatest deal possible and restricted to buying food, imbibing liquor, purchasing goods, auto repair and obtaining medical services.*
7. *Prolonged contact with a COVID-19 infected person can cause individuals to become infected with COVID-19. Therefore, individuals are encouraged to not spend more than a few minutes in any place of business.*

Susana Santillan, Community Advocacy Specialist for the New Mexico Commission for Deaf and Hard of Hearing addressed the Commission related to:

- 1) Her company is contacting the cities and counties of New Mexico to offer information that will assist with providing reasonable accommodations to the hearing loss community at their City Council Meetings, Town Meetings, etc.

Linda DeMarino addressed the Commission related to:

- 1) She asked if the Commission will have to come back and rescind this Resolution if the Governor extends the Stay at Home Order beyond May 15, 2020, and if that is the case, why not wait until the next scheduled City Commission Meeting to see how this plays out.

Diana Tittle addressed the Commission related to:

- 1) She is in support of Ariel Dougherty's comments related to the Commission taking more time to receive additional input from the community before this Resolution is adopted. We do want to safely get back to work, but we also need to protect the community.

Commissioner Forrister responded by saying that they have around 70 signatures on a petition that is in favor of opening businesses, churches, etc. throughout Sierra County.

D. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Consideration of Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences:

City Manager Madrid explained that this Resolution was formulated based upon the New Mexico Business Coalition (NMBC) plan to get New Mexicans back to work and the other document being the Federal Guidelines for Opening up America Again. We also solicited ideas from the business community and private citizens. This document is not intended to be final, and it is not intended to be inflexible. It is the intent of the Governing Body to address this as a working document at every regular meeting from here forward and because this is not an Ordinance, the wording can be changed and amended at any meeting. The Governing Body is also available for any Special Meetings that may come up. The modeling of this Resolution incorporates the intentions of the Governor of the State of New Mexico under which the Executive Order will operate. This is not intended to conflict that in any way. In conversations with the Municipal League and Governor's Office, there may come a point where we are released from the State Executive Order, and are allowed to make our own local rules, but we don't know if, and when, that day will come. This Resolution is so that we will be prepared on our own. We are different, and the Governor, the Municipal League and all of the Mayors around the state realize that. The Mayor has formed a Public Task Force of Mayors from all around the state and one from Medical Personnel of different fields. During this period between now and May 15th, they are tasked with the order of coming up with a Phase 1 of the Governor's intended order. That may apply to the entire state, or it may address individual areas. That's why we are here, so that in the event that we are allowed to make our local rules, we'll have them in place. We don't want to do anything that will conflict with the General Rules, because there have been a couple of examples of that already, and we know what those consequences are. Another reason why we are here is because the Governor has requested that different communities like ours submit our own individual plans. It's also a form of input not from the City Manager, but from the Governing Body, and if we want to achieve being treated a little bit differently, which is probably appropriate, than we should have a document to send to the Governor's Office. If this is approved, he will send it immediately upon signature.

Commissioner Forrister moved to approve Resolution 33 19/20 as a working document that can be changed if needed, and with the changes of should to shall. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. ADJOURNMENT:

Mayor Pro-tem Tolley moved to adjourn at 9:43 a.m. Commissioner Forrister seconded the motion. Motion carried unanimously.

Passed and Approved this 13th day of May, 2020.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Recreation Advisory Board Minutes for February 3, 2020

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Acknowledge Minutes

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

City of Truth or Consequences
Recreation Advisory Board
Minutes of the regular meeting
February 3, 2020

The meeting was called to order at 6:07 p.m. by Vice-Chair Carole Wheeler.

Those in attendance were:

Greg D'Amour, Chair
Carole Wheeler, Vice Chair/Secretary
Christie Conklin, Board Member
Jeni Neely, Board member
Ingo Hoepfner, Board Member

Also in attendance: O.J. Hechler, Parks & Rec. Dept. Manager, and Matt Felts, Little League baseball contact.

Pledge of Allegiance.

The agenda was approved with a motion by Carole Wheeler and seconded by Christie Conklin. Carried.

The minutes of the meeting held January 6, 2020 were approved with a motion by Jeni Neely and seconded by Christie Conklin. Carried.

Comments from the public. None

Recreation Department Needs Assessment Update

Swimming Pool Update - Jeni Neeley stated the pool is now closed. The Tiger Sharks swim team is practicing at the EB Resort swimming pool.

Dog Park Update - Carole Wheeler reported that all is well at the dog park. She also mentioned a Mutt & Strut dog walk-a-thon will be held in March. People will pick a dog at the Animal Shelter and walk with it along Cedar St. to the dog park, where there will be some agility games, paw painting, and several raffles.

Ballfield and Parks Update - O.J. Hechler told the Board that the "A" Field fence is done. He is ordering infield mix and would like to purchase portable pitching mounds to enhance the ball fields. Funding for the projects will be provided by outside sources and the work should be done by May.

Other Discussion

Matt Felts provided the members with printed information for the upcoming Little League season registration. The Little League opening ceremony will be held on March 31, 2020. T or C is hosting the Little League Allstar Tournament at the end of June. The Fair Board will be working with the Little League people regarding parking for the tournament players and spectators.

Adjournment - There being no other business to discuss a motion was made to adjourn by Jeni Neeley and seconded by Christie Conklin. Meeting adjourned at 7:15 p.m.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: E.4

SUBJECT: Acknowledge Regular Golf Course Advisory Board Minutes for February 5, 2020

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Acknowledge Minutes

Recommendation:

Acknowledge minutes.

Attachments:

GCAB Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

**MINUTES
TRUTH OR CONSEQUENCES
GOLF COURSE ADVISORY BOARD
MEETING February 5, 2020
5:00 P.M. T OR C MUNICIPAL GOLF COURSE**

1. Called to order: 5:00 P.M.
2. Roll Call: Darrell Grover, Marty Towner. Claudia Reames, Kay Thompson.
Absent; Janice Gray
Staff present: Bart River. No guests were present.
3. Approval of Agenda: Marty Towner, 2nd Claudia Reames.
4. Approval of Minutes Special meeting January 2, 2020 3:00 P.M.: Motion Kay Thompson, 2nd, Claudia Reames. Approval of Minutes Regular Meeting January 2, 2020 5:00 P.M. Motion: Claudia Reames, 2nd Marty Towner. Motion passed.

Old Business:

- A. Pro shop Roof: Engineer has inspected, bid is complete and has been Submitted to City for approval.
- B. Status on Tractor: The decision has been made to repair the old tractor with volunteer Larry Mullenax 's help. Parts to be ordered through Austin tractor and Sod.
- C. A discussion of long and short term goals resulting in approval of all present.

New Business:

- A. Stove for Clubhouse: Marty Towner repaired existing stove and Men's league paid for the parts of \$26.00
- B. Claudia Reames expressed her desire to become a regular member of the Gold Course advisory board to fill our opening. Marty Towner made a motion to accept Claudia as a Regular member, 2nd Darrell. High School Golf coach has indicated interest in the board. Bart River will contact him concerning alternate opening.

Motion was made to adjourn at 5:18 P.M. by Claudia Reames, 2nd, Marty Towner. Motion passed.

Next regular meeting to be March 4, 2020 at 5:00P.M.

Chairman

Darrell Grover

Date

MARCH 4, 2020

Approval



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: E.5

SUBJECT: Acknowledge Regular Golf Course Advisory Board Minutes for March 4, 2020

DEPARTMENT: Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Acknowledge Minutes

Recommendation:

Acknowledge minutes.

Attachments:

GCAB Minutes

-

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

**MINUTES
TRUTH OR CONSEQUENCES
GOLF COURSE ADVISORY BOARD
MEETING March 4, 2020
5:00 P.M. T OR C MUNICIPAL GOLF COURSE**

- 1. Called to order: 5:01 P.M.**
- 2. Roll Call: Darrell Grover, Marty Towner. Claudia Reames, Kay Thompson.
Janice Gray.
Staff present: Bart River. No guests were present.**
- 3. Approval of Agenda: Kay Thompson, 2nd Marty Towner**
- 4. Approval of Minutes February 5, 2020 5:00 P.M.: Motion Claudia Reames, 2nd,
Kay Thomson.**

Old Business:

- A. Parts have been ordered for Tractor and should be repaired soon.**
- B. A new Toro Work Cart should be arriving soon.**

New Business:

- A. Darrell Grover made a motion to accept Rick Artman's application to serve as board member, 2nd Marty Towner. Motion carried.**
- B. Marty Towner submitted his resignation from the board due to his full time employment with the City at the Gold Course**
- C. Kay Thompson reported that plans for the Fiesta Tournament are being finalized with the help of Bart. Tournament will be held April 25,2020. All proceeds will be donated to the HSHS Golf program. A putting contest will be held at Healing Waters Plaza during Fiesta.**
- D. "Jammies for Vets Tournament will be held in July.**
- E. Bart River will have a meeting on 3/10/20 with the City to discuss Budget for Golf Course.**
- F. After a discussion, it was decided that Aeration of the greens would be scheduled the first part of September rather than April due to Tournaments.**
- G. Motion to Adjourn, Kay Thompson. 2nd Darrell Grover. Motion carried.**

Next regular meeting to be April 1, 2020 at 5:00P.M.

Chairman _____ Date _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: **E.6**

SUBJECT: Accounts Payable – April 2020
DEPARTMENT: Finance
DATE SUBMITTED: May 5, 2020
SUBMITTED BY: Pat Wood, CPO
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

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

Recommendation:

Approve the Accounts Payable summary for April 2020

Attachments:

- End of Month Accounts Payable Report by Fund
- -

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,147,785.42

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

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Pat Wood, CPO

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 5-13-2020



Truth or Consequences

EOM AP Report

By Fund

Payment Dates 04/01/2020 - 04/30/2020

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					
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/GENERAL	101-1018-43780	1,000.10
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/AIMAL SHELTER	101-1018-43780	207.81
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/NM WORKFORCE C...	101-1018-43780	101.78
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1001-41226	92.11
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1002-41226	77.33
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1003-41226	191.84
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1004-41226	217.25
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1007-41226	840.26
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1008-41226	197.41
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1009-41226	155.25
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1010-41226	45.60
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1011-41226	291.10
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1012-41226	72.00
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1014-41226	209.17
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	101-1016-41226	158.89
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	ARIZONA HWYS	101-1016-43770	21.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	SUNSET	101-1016-43770	24.50
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	GUNS & AMMO	101-1016-43770	15.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	HEALTH	101-1016-43770	15.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	DOGSTER	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	CONSUMER REPORTS	101-1016-43770	23.10
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	TRAILER LIFE	101-1016-43770	12.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	READERS DIGEST LARGE PRINT	101-1016-43770	17.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	EQUUS	101-1016-43770	11.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	ROCK & GEM	101-1016-43770	20.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	BETTER HOMES & GARDENS	101-1016-43770	12.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	POPULAR SCIENCE	101-1016-43770	12.50
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	ARTNEWS	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	READERS DIGEST	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	NEW MEXICO MAGAZINE	101-1016-43770	17.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	QUILTMAKER	101-1016-43770	19.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	NATIONAL GEOGRAPHIC	101-1016-43770	24.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	WILD WEST	101-1016-43770	37.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	PLANE 7 PILOT	101-1016-43770	9.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	SATURDAY EVENING POST	101-1016-43770	9.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	CAR & DRIVER	101-1016-43770	10.75
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	GOOD HOUSEKEEPING	101-1016-43770	10.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	POPULAR MECHANICS	101-1016-43770	11.47
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	BACKPACKER	101-1016-43770	11.50
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	LIBRARY JOURNAL	101-1016-43770	165.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	BOOKLIST	101-1016-43770	172.50
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	TIME	101-1016-43770	39.97
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	SPORTS ILLUSTRATED	101-1016-43770	44.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	ROLLING STONE	101-1016-43770	59.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	NEW YORKER	101-1016-43770	75.00
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	PEOPLE	101-1016-43770	79.95

EOM AP Report

Payment Dates: 04/01/2020 - 04/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	PREVENTION	101-1016-43770	27.50
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	FORBES	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	TRUE WEST	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	NATIONAL REVIEW	101-1016-43770	34.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	NATIONAL GEOGRAPHIC KIDS	101-1016-43770	17.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	PETS MAGAZINE	101-1016-43770	79.95
MAGAZINE SUBSCRIPTION SERV...	0327-80	04/03/2020	CATSTER	101-1016-43770	16.00
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN..	101-1018-43780	5,793.63
WINDSTREAM CORPORATION	033120	04/03/2020	PHONE BILLS/OPEN PO FY 19/20	101-1003-43775	110.54
LEAVITT GROUP SOUTHWEST I...	033120	04/03/2020	NOTARY BOND RENEWAL-MAR...	101-1007-43770	50.00
SCRDA	040120	04/03/2020	Dispatch Service for the City FY...	101-1007-48599	53,814.75
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1001-41226	92.11
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1002-41226	77.33
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1003-41226	191.84
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1004-41226	217.25
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1007-41226	842.66
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1008-41226	185.89
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1009-41226	177.12
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1010-41226	45.60
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1011-41226	291.10
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1012-41226	72.00
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1014-41226	208.02
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	101-1016-41226	158.89
MANANA	103-20	04/03/2020	OPEN PO-LANDSCAPING SERVI...	101-1009-48599	900.00
THE LINE, LLC	1118	04/03/2020	SEWING OF PATCHES	101-1007-42620	170.00
THE LINE, LLC	1118	04/03/2020	PATCH REMOVAL	101-1007-42620	190.00
VALLEY FENCE COMPANY, INC	18293	04/03/2020	50 FOOT COMMERCIAL 6FT FE...	101-1014-43403	459.68
BAKER & TAYLOR, INC.	2035149803	04/03/2020	Library materials for public use	101-1016-44830	193.95
COOPERATIVE EDUCATIONAL S...	24-100814	04/03/2020	Open PO Update T or C Comp P...	101-1010-48598	2,626.36
BANK OF AMERICA	246139	04/03/2020	IDENTIFIX RENEWAL FOR THE S...	101-1012-43770	476.00
SIERRA VISTA HOSPITAL	256656C15467	04/03/2020	Collection Fee	101-1004-44615	265.34
BANK OF AMERICA	321617	04/03/2020	WALL CLOCK	101-1011-44606	11.74
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	HP 49A BLACK TONER CARTRID...	101-1004-44606	90.78
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	BANKERS BOX STOR/FILE CORR...	101-1004-44606	114.24
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	PENDAFLEX HOOK HANGING FI...	101-1004-44606	55.19
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	COSCO 2000 PLUS CUSTOM SEL...	101-1004-44606	28.70
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	PENDAFLEX CLASSIFICATION FO...	101-1004-44606	46.04
STAPLES CONTRACT & COMME...	3440426844	04/03/2020	TRI RED 8.5X11" PRINTER PAPER	101-1004-44606	125.20
BAE SYSTEMS	399390	04/03/2020	EMAIL SERVICE/OPEN PO FY 19...	101-1004-43770	785.39
JAY RUBIN ATTORNEY AT LAW	40120	04/03/2020	OPEN PO FOR LEGAL SERVICES ...	101-1003-48598	5,045.71
OFFICE DEPOT	450942788	04/03/2020	MED POINT BLUE	101-1002-44606	12.59
OFFICE DEPOT	450942788	04/03/2020	MEDIUM POINT PENS BLACK	101-1002-44606	12.59
OFFICE DEPOT	450942788	04/03/2020	RETRACTABLE GEL PENS BLACK	101-1002-60576	16.86
OFFICE DEPOT	450942788	04/03/2020	RETRACTABLE GEL BLUE	101-1002-60576	16.86
OFFICE DEPOT	450942788	04/03/2020	EXPANDING INDEX DIVIDERS	101-1002-60576	19.38
OFFICE DEPOT	452284783	04/03/2020	NOTARY RECORD BOOK	101-1007-44606	11.19
OFFICE DEPOT	452284783	04/03/2020	CUSTOM XSTAMPER NOTARY.	101-1007-44606	87.98
COBBLESTONE PUBLISHING, LLC	4658	04/03/2020	AD IN COBBLESTONE	101-1003-47406	25.00
QUILL CORPORATION	5277849	04/03/2020	CART PACK INK	101-1002-44606	135.89
QUILL CORPORATION	5277849	04/03/2020	DRAWER ORGANIZER TEAL	101-1002-44606	14.99
QUILL CORPORATION	5277849	04/03/2020	SHARPIE BLUE	101-1002-44606	14.99
QUILL CORPORATION	5277849	04/03/2020	SHARPIE BLACK	101-1002-44606	14.99
QUILL CORPORATION	5277849	04/03/2020	BATTERIES C	101-1002-44606	12.79
QUILL CORPORATION	5277849	04/03/2020	FLASH DRIVE	101-1002-44606	53.98
QUILL CORPORATION	5277849	04/03/2020	FIRST AID KIT	101-1002-44606	37.79
QUILL CORPORATION	5277849	04/03/2020	YELLOW CART	101-1002-44606	31.49
QUILL CORPORATION	5277849	04/03/2020	MAGENTA CART	101-1002-44606	31.49
QUILL CORPORATION	5277849	04/03/2020	BATTERIES AAA	101-1002-44606	22.99
QUILL CORPORATION	5277849	04/03/2020	CYAN CART	101-1002-44606	31.49
QUILL CORPORATION	5277849	04/03/2020	BATTERIES D	101-1002-44606	11.73

EOM AP Report

Payment Dates: 04/01/2020 - 04/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	5277849	04/03/2020	DRAWER ORGANIZER PURPLE	101-1002-44606	10.65
QUILL CORPORATION	5277849	04/03/2020	CLIP BOARD	101-1002-44606	8.60
QUILL CORPORATION	5277849	04/03/2020	WIRE MESH	101-1002-44606	5.72
QUILL CORPORATION	5277849	04/03/2020	DOCUMENT HOLDER	101-1002-44606	189.98
QUILL CORPORATION	5277849	04/03/2020	BATTERIES AA	101-1002-44606	21.14
QUILL CORPORATION	5277849	04/03/2020	MICROWAVE CART	101-1002-44815	127.99
QUILL CORPORATION	5277849	04/03/2020	WOOD STORAGE	101-1002-44815	217.32
QUILL CORPORATION	5277849	04/03/2020	STATION CABINET	101-1002-44815	232.13
QUILL CORPORATION	5277849	04/03/2020	HAND SANITIZER	101-1002-60576	191.36
QUILL CORPORATION	5277849	04/03/2020	PROJECT ORGANIZER	101-1002-60576	67.00
QUILL CORPORATION	5277849	04/03/2020	FOLDERS W/INDEX TABS	101-1002-60576	37.98
QUILL CORPORATION	5277849	04/03/2020	PENTEL PEN BLUE	101-1002-60576	28.79
QUILL CORPORATION	5277849	04/03/2020	PENTEL PENS BLACK	101-1002-60576	28.79
QUILL CORPORATION	5378752	04/03/2020	CLOCK RADIO AM/FM	101-1010-44606	24.99
QUILL CORPORATION	5378752	04/03/2020	ORECK COMMERCIAL UPRIGHT ...	101-1010-44613	175.99
BRADY INDUSTRIES, LLC	6428493	04/03/2020	CENTER PULL PAPER TOWELS	101-1014-44607	450.00
BRADY INDUSTRIES, LLC	6428493	04/03/2020	BAFEX DISINFECTANT	101-1014-44607	360.00
BRADY INDUSTRIES, LLC	6428493	04/03/2020	TOILET PAPER	101-1014-44607	325.78
BRADY INDUSTRIES, LLC	6428493	04/03/2020	TC HAND SANITIZER	101-1014-44607	251.50
BRADY INDUSTRIES, LLC	6428493	04/03/2020	LARGE LATEX GLOVES	101-1014-44607	181.00
BRADY INDUSTRIES, LLC	6428493	04/03/2020	FUEL CHARGE	101-1014-44607	4.00
INTEGRATED TECHNOLOGIES G...	6867	04/03/2020	TAX	101-1004-48599	340.89
INTEGRATED TECHNOLOGIES G...	6867	04/03/2020	IT SERVICES SEPT 1, 2019 -FEB 2...	101-1004-48599	4,583.33
BANK OF AMERICA	782380	04/03/2020	ROBERT'S RULES OF ORDER	101-1000-44606	35.90
BANK OF AMERICA	782380	04/03/2020	TAX	101-1000-44606	1.80
QUEST DIAGNOSTICS LAB, INC.	9186851934	04/03/2020	Screening and MRO Fee	101-1004-44615	272.00
MARGARET CLANTON	03262020	04/09/2020	OPEN PO FOR POSTAGE DURING...	101-1002-43735	55.55
TDS	04012020	04/09/2020	INTERNET SERVICE/PO OPEN PO..	101-1007-43775	161.66
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1001-43775	287.93
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1002-43775	170.43
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1003-43775	230.00
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1004-43775	299.60
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1007-43775	1,163.68
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1008-43775	267.70
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1009-43775	109.43
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1010-43775	96.45
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1011-43775	88.59
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1012-43775	29.35
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	101-1014-43775	169.52
LANFORD INVESTIGATIVE SOLU...	100	04/09/2020	OPEN PO DETECTIVE SERVICES...	101-1007-48599	3,553.38
SIERRA COUNTY SENTINEL	105664	04/09/2020	HELP WANTED ADS FY19-20 - O...	101-1004-43740	58.26
SIERRA COUNTY SENTINEL	105732	04/09/2020	OPEN PO FY 19/20	101-1001-43740	559.86
SUN VALLEY, INC.	1515149/6	04/09/2020	OPEN PO - FIELD SUPPLIES/MA...	101-1009-44607	58.65
ALARM CONTROL TECHNOLOGI...	188337/18838	04/09/2020	MONTHLY FIRE ALARM MONIT...	101-1014-47410	53.94
TRACTOR SUPPLY COMPANY	200224951	04/09/2020	JUSTIN WK4688 DRILLER 10.5...	101-1009-44615	99.99
U.S. DISTRIBUTING, INC.	448999	04/09/2020	BATTERY	101-1009-47420	60.64
FOXWORTH-GALBRAITH	7442271	04/09/2020	GUTTER END CAPS	101-1014-43403	19.90
FOXWORTH-GALBRAITH	7442271	04/09/2020	GUTTER END DROP	101-1014-43403	43.45
FOXWORTH-GALBRAITH	7442271	04/09/2020	ACRYLIC ROOF COATING 5 GAL.	101-1014-43403	799.90
FOXWORTH-GALBRAITH	7442271	04/09/2020	GUTTER END CAPS LEFT HAND	101-1014-43403	19.90
FOXWORTH-GALBRAITH	7442271	04/09/2020	GUTTER SPIKE 7 INCH	101-1014-43403	4.75
EWING IRRIGATION	9335672	04/09/2020	HJE 15-3-5 20% PCU 1.58 VIPER	101-1009-44607	3,295.04
SIERRA AUTO/CARQUEST	ID-260820	04/09/2020	CAUTION TAPE	101-1009-44607	83.94
SIERRA AUTO/CARQUEST	ID-260820	04/09/2020	9 VOLT BATTERY PACK	101-1009-44607	119.96
SIERRA AUTO/CARQUEST	ID-260821	04/09/2020	18V BATTERY 2 PACK	101-1009-44613	179.99
SIERRA AUTO/CARQUEST	ID-262162	04/09/2020	IDLER SHOULDER BUSHING	101-1009-47420	8.35
SIERRA AUTO/CARQUEST	ID-262162	04/09/2020	IDLER PULLEY	101-1009-47420	18.96
T OR C SCHOOLS	JJAC/FED 2020	04/09/2020	JJAC OPEN PO FY 19/20	101-1003-60784	4,056.00
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	5,557.85
NM SELF INSURERS FUND	041420	04/17/2020	LIABILITY DEDUCTIBLES - OPEN ...	101-1007-46732	913.83

EOM AP Report

Payment Dates: 04/01/2020 - 04/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TALON SEPTIC & POTTY SERVICE	041420	04/17/2020	CLEAN AND SERVICE PORTABLES...	101-1009-48599	800.00
CITY UTILITIES	041420	04/17/2020	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	38.00
NM SELF INSURERS FUND	041420	04/17/2020	LIABILITY DEDUCTIBLES - OPEN ...	101-1018-46732	36.87
SECRETARY OF STATE	04142020	04/17/2020	NOTARY PUBLIC APPLIATION M...	101-1007-43770	20.00
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	2,269.12
TURTLEBACK PEST CONTROL, I...	041620	04/17/2020	MONTHLY PEST CONTROL SERV...	101-1014-47410	755.16
WEX BANK	114503	04/17/2020	FUEL	101-1003-43316	51.93
WEX BANK	145824	04/17/2020	WEX fuel Police Dept-FY19-20 o...	101-1007-43316	139.86
SIERRA VISTA HOSPITAL	26458C15467	04/17/2020	Collection Fee	101-1004-44615	125.00
STAPLES CONTRACT & COMME...	3443016827	04/17/2020	AVERY PRINT & APPLY MAKER 5...	101-1004-44606	97.72
STAPLES CONTRACT & COMME...	3443016827	04/17/2020	2020 STAPLES 36"X24" WALL C...	101-1004-44606	8.71
STAPLES CONTRACT & COMME...	3443016827	04/17/2020	DYMO LETRATAG 10697 LABEL...	101-1004-44606	14.02
STAPLES CONTRACT & COMME...	3443016827	04/17/2020	REINFORCED FILE FOLDER LEGA...	101-1004-44606	12.32
STAPLES CONTRACT & COMME...	3443016827	04/17/2020	8.5"x14" COPY PAPER- LEGAL SI...	101-1004-44606	50.69
COMPANION ANIMAL ACTION ...	4062020	04/17/2020	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
B & H OIL CO.	49651	04/17/2020	Unleaded Fuel- Open PO FY 19/...	101-1007-43316	1,851.91
B & H OIL CO.	49658	04/17/2020	UNLEADED FUEL/OPEN PO FY 1...	101-1014-43316	370.81
B & H OIL CO.	49659	04/17/2020	UNLEADED FUEL PURCHASES	101-1009-43316	361.67
B & H OIL CO.	49659	04/17/2020	DIESEL FUEL PURCHASES	101-1009-43317	47.50
B & H OIL CO.	49660	04/17/2020	Unleaded Fuel - Open PO FY 19...	101-1008-43316	283.49
XEROX CORP.	010029054	04/24/2020	METER USAGE - OPEN PO FY 19...	101-1012-43465	37.38
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1001-41226	92.11
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1002-41226	77.33
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1003-41226	191.84
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1004-41226	217.25
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1007-41226	844.77
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1008-41226	185.89
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1009-41226	177.12
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1010-41226	45.60
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1011-41226	291.10
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1012-41226	72.00
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1014-41226	208.02
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	101-1016-41226	158.90
WINDSTREAM CORPORATION	042120	04/24/2020	PHONE BILLS/OPEN PO FY 19/20	101-1003-43775	112.55
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	101-1008-43316	17.50
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	101-1008-47420	5.34
SIERRA VISTA HOSPITAL	042120	04/24/2020	GRT DISTRIBUTION FY 19-20 OP...	101-1017-48599	18,853.21
PUBLIC SAFETY PSYCHOLOGY G...	075-024	04/24/2020	NMGRT	101-1007-48598	24.28
PUBLIC SAFETY PSYCHOLOGY G...	075-024	04/24/2020	PSYCH EVAL FOR RAMON CARRI...	101-1007-48598	350.00
XEROX CORP.	099946207	04/24/2020	BASE CHARGE/METER USAGE - ...	101-1004-43465	408.08
XEROX CORP.	099946209	04/24/2020	BASE CHARGE/METER USAGE O...	101-1001-43465	312.09
XEROX CORP.	099946212	04/24/2020	Base Charge - Meter Usage OPe...	101-1007-43465	245.24
XEROX CORP.	099946214	04/24/2020	METER USAGE	101-1002-60840	221.53
XEROX CORP.	099946221	04/24/2020	METER USAGE - OPEN PO FY 19...	101-1014-43465	8.33
XEROX CORP.	099946233	04/24/2020	METER USAGE OPEN PO 19/20	101-1003-43465	308.03
XEROX CORP.	099946235	04/24/2020	BASE CHARGE & METER USAGE ...	101-1009-43465	213.67
DEBRA MEGONIGLE, DVM	11	04/24/2020	TRAVEL FEE	101-1008-48599	150.00
DEBRA MEGONIGLE, DVM	11	04/24/2020	EUTHANSIA	101-1008-48599	200.00
THE LINE, LLC	1121	04/24/2020	5.11 MENS SHORT SLEEVE-VEN...	101-1007-42620	39.99
THE LINE, LLC	1121	04/24/2020	EMBROIDERY DIGITIZED/SETUP ...	101-1007-42620	50.00
THE LINE, LLC	1121	04/24/2020	CHEST NAME	101-1007-42620	56.00
THE LINE, LLC	1121	04/24/2020	MENS LONG SLEEVE-ZAGORSKI	101-1007-42620	44.99
THE LINE, LLC	1121	04/24/2020	5.11 SHORT SLEEVE POLO-BAKER	101-1007-42620	79.98
THE LINE, LLC	1121	04/24/2020	MENS SHORT SLEVE POLO-CHIE...	101-1007-42620	79.98
THE LINE, LLC	1121	04/24/2020	5.11 WOMANS SHORT SLEEVE-...	101-1007-42620	39.99
THE LINE, LLC	1121	04/24/2020	MENS LONG SLEEVE-VENABLE	101-1007-42620	44.99
THE LINE, LLC	1121	04/24/2020	5.11 LONG SLEEVE-GRACE	101-1007-42620	44.99
THE LINE, LLC	1121	04/24/2020	DISCOUNT	101-1007-42620	-41.49
THE LINE, LLC	1121	04/24/2020	CHEST EMBROIDERY	101-1007-42620	40.00
THE LINE, LLC	1121	04/24/2020	5.11 MENS SHORT SLEEVE-ZAG...	101-1007-42620	39.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DOMESTIC ABUSE INTERVENTI...	40920	04/24/2020	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
MATTHEW 25 FOOD PANTRY INC	41420	04/24/2020	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,800.00
THE CLUB OF SIERRA COUNTY	41420	04/24/2020	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	2,500.00
ROCKY MT. SUPPLY, INC.	45773	04/24/2020	SPOOL AUTOCUT 25-2	101-1009-44607	121.32
ROCKY MT. SUPPLY, INC.	45773	04/24/2020	AUTOCUT 25-2 BULK PA	101-1009-44607	142.86
ROCKY MT. SUPPLY, INC.	45773	04/24/2020	TRIMMER LINE .095	101-1009-44607	191.52
SIERRA VETERINARY SERVICES,L...	53294	04/24/2020	VETSCAN PARVO TEST KIT	101-1008-44607	340.00
SIERRA VETERINARY SERVICES,L...	53294	04/24/2020	VETSCAN FELV/FIV TEST KIT	101-1008-44607	435.00
SKILLPATH SEMINARS	8111020	04/24/2020	Star 12 Membership - Becky Ro...	101-1004-42720	299.00
LASTING PAWS PET MEMORIAL ...	LC10391-1-000	04/24/2020	ANIMAL CREMATION FOR \$0.90...	101-1008-48599	874.49
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	TB	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	CBC	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	BAI	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	EKG	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	COMPLETE URINALYSIS	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	BLOOD CHEMISTRY (CHEM30)	101-1007-48598	12.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	AUDIOGRAM	101-1007-48598	25.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	RPR-SEROLOGY	101-1007-48598	30.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	PHYSICAL EXAMINATION	101-1007-48598	120.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	DRUG SCREEN-10 PANEL + ALC...	101-1007-48598	32.00
LAS CRUCES PHYSICIAN SERVIC...	TC 0014	04/24/2020	ANABOLIC STEROID	101-1007-48598	175.00
Fund 101 - General Total:					150,859.42
Fund: 201 - Corrections					
NM JUDICIAL EDUCATION CENT...	040320	04/09/2020	PAY JUDICIAL FEES FY 19-20 OP...	201-1903-44805	45.00
ADMINISTRATIVE OFFICE OF	040320	04/09/2020	PAY DWI AND COURT AUTO FEE...	201-1903-44805	90.00
SIERRA COUNTY TREASURER	04012020	04/24/2020	Prisoner Care Open PO FY19/20	201-1903-48710	1,615.00
Fund 201 - Corrections Total:					1,750.00
Fund: 209 - Fire					
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/FIRE STATION	209-1603-43780	116.62
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	113.38
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN...	209-1603-43780	156.66
ACTION TRAINING SYSTEMS, INC	19545	04/03/2020	QUIZ GENERATOR	209-1603-80845	99.00
ACTION TRAINING SYSTEMS, INC	19545	04/03/2020	ESSENTIALS 7TH EDITION CURR...	209-1603-80845	523.21
ACTION TRAINING SYSTEMS, INC	19545	04/03/2020	FIREFIGHTER I & II DVD'S	209-1603-80845	7,743.50
ACTION TRAINING SYSTEMS, INC	19545	04/03/2020	ESSENTIALS 7TH EDITION QUE...	209-1603-80845	199.00
BUDAGHER GENERATOR, INC	5531	04/03/2020	PM GENERATOR/NORTH FIRE S...	209-1603-47420	595.72
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	209-1603-43775	29.35
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	240.81
XEROX CORP.	099946237	04/24/2020	BASE CHARGE/METER USAGE O...	209-1603-43770	249.38
TESTON'S FREEWAY CHEVRON	2905	04/24/2020	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	233.43
REED'S TIRE CENTER	7597	04/24/2020	11R22.5 HERCULES TIRES FOR G...	209-1603-47420	1,340.00
Fund 209 - Fire Total:					11,640.06
Fund: 211 - Law Enforce Prot					
CODE 3 SERVICE, LLC	200303	04/03/2020	FEDERAL SIGNAL UNIVERSAL M...	211-2003-44840	40.00
CODE 3 SERVICE, LLC	200303	04/03/2020	DISCOUNT	211-2003-44840	-457.25
CODE 3 SERVICE, LLC	200303	04/03/2020	TAX	211-2003-44840	40.95
CODE 3 SERVICE, LLC	200303	04/03/2020	FEDERAL SIGNAL 100 WATT SP...	211-2003-44840	315.00
CODE 3 SERVICE, LLC	200303	04/03/2020	WHELEN HANDHELD SIREN CO...	211-2003-44840	599.00
CODE 3 SERVICE, LLC	200303	04/03/2020	INSTALL CUSTOMER SUPPLIED ...	211-2003-44840	520.00
CODE 3 SERVICE, LLC	200303	04/03/2020	FEDERAL SIGNAL TRIPLE LED LI...	211-2003-44840	438.00
KAUFMAN'S WEST, LLC	2779L	04/03/2020	XTREME XT LEVEL II-CARREON	211-2003-44573	643.50
KAUFMAN'S WEST, LLC	2779L	04/03/2020	SPARE CONCEALABLE CARRIER	211-2003-44573	81.90
Fund 211 - Law Enforce Prot Total:					2,221.10
Fund: 214 - Lodgers Tax					
GRIFFIN & ASSOCIATES MARKET..	14444	04/03/2020	GRANT MANAGEMENT	214-2503-47597	2,571.74
RUANNA WALDRUM	925	04/03/2020	ADVERTISING/TOURISM BOARD	214-2503-60596	400.00
MAINSTREET T OR C	1908-1	04/09/2020	OPEN PO FOR LODGERS TAX SE...	214-2503-48591	8,750.00
MAINSTREET T OR C	33020	04/09/2020	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	3,016.10
FRIENDS OF ELEPHANT BUTTE L...	33120	04/09/2020	OPEN PO FOR LODGERS TAX SE...	214-2503-48811	250.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUANNA WALDRUM	924/931/938	04/09/2020	ADVERTISING/TOURISM BOARD	214-2503-60596	8,540.25
LINDMARK OUTDOOR MEDIA	18008/18011	04/17/2020	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	844.84
GERONIMO SPRINGS MUSEUM	3262020	04/17/2020	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	1,150.00
GERONIMO TRAIL SCENIC BYW...	4032020	04/17/2020	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	416.66
VETERANS MEMORIAL TRUST B...	042220	04/24/2020	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	562.38
SIERRA COUNTY ARTS COUNCIL	122019	04/24/2020	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	1,956.73
JOHN DEERE CREDIT, INC.	2319918	04/24/2020	OPEN PO FY19/20 LEASE PMT JD...	214-2503-44810	950.73
Fund 214 - Lodgers Tax Total:					29,409.43

Fund: 216 - Muni Street

PAVEMENT SEALANTS & SUPPLY	18254	04/03/2020	HIGH PERFORMANCE PERMAN...	216-4503-43550	4,329.16
CHERRILL'S WESTERN APPAREL	440568	04/03/2020	WRANGLER SHIRTS	216-4503-42620	150.00
CHERRILL'S WESTERN APPAREL	440568	04/03/2020	WRANGLER JEANS/BENNY FUE...	216-4503-42620	144.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	JACKET	216-4503-42620	69.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	WRANGLER JEANS/BUSTER SMI...	216-4503-42620	138.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	WRANGLER SHIRTS	216-4503-42620	144.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	WRANGLER SHIRTS	216-4503-42620	144.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	WRANGLER JEANS/MERCEDES BA...	216-4503-42620	138.00
CHERRILL'S WESTERN APPAREL	440570	04/03/2020	STEEL TOE BOOTS	216-4503-44615	150.00
TRACTOR SUPPLY COMPANY	200221513	04/09/2020	JACKET- BENNY FUENTES/2XL	216-4503-42620	38.49
TRACTOR SUPPLY COMPANY	200224559	04/09/2020	JACKET/THOMAS BOBELU	216-4503-42620	41.99
SOUTHWEST CONSTRUCTION P...	86504	04/09/2020	BLADES	216-4503-44607	270.00
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	12G-16MJ	216-4503-47420	19.10
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	HYDRAULIC FITTINGS	216-4503-47420	36.58
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	12G-12FJX90M	216-4503-47420	43.78
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	HYDRAULIC HOSE	216-4503-47420	60.59
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	HYDRAULIC HOSE	216-4503-47420	91.30
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	HOSE CRIMPS	216-4503-47420	12.00
SIERRA AUTO/CARQUEST	ID-261355	04/09/2020	XBO CRIMPS	216-4503-47420	12.00
B & H OIL CO.	49653	04/17/2020	UNLEADED FUEL PURCHASES	216-4503-43316	143.99
B & H OIL CO.	49653	04/17/2020	DIESEL FUEL PURCHASES	216-4503-43317	1,666.79
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	216-4503-43316	61.90
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	216-4503-47420	48.80
Fund 216 - Muni Street Total:					7,953.47

Fund: 294 - State Library

VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	294-5003-43775	170.43
TDS	04202020	04/24/2020	Internet Service/Library Open ...	294-5003-48830	114.45
XEROX CORP.	099946229	04/24/2020	Meter Usage - Open PO FY 19/20	294-5003-48599	21.69
Fund 294 - State Library Total:					306.57

Fund: 295 - Muni Pool

NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/SWIMMING POOL	295-4803-43780	1,308.79
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	295-4803-41226	36.50
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN...	295-4803-43780	1,940.44
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	295-4803-41226	36.50
COOPERATIVE EDUCATIONAL S...	24-100573	04/03/2020	SODIUM BICARBONATE 50#	295-4803-44607	87.40
COOPERATIVE EDUCATIONAL S...	24-100573	04/03/2020	SHIPPING	295-4803-44607	105.00
COOPERATIVE EDUCATIONAL S...	24-100573	04/03/2020	CYANURIC ACID (STABILIZER) 5...	295-4803-44607	247.00
COOPERATIVE EDUCATIONAL S...	24-100573	04/03/2020	ACID MAGIC 15G	295-4803-44607	689.70
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	651.01
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	295-4803-41226	36.50
XEROX CORP.	099946220	04/24/2020	METER USAGE OPEN PO 19/20	295-4803-43465	29.81
COOPERATIVE EDUCATIONAL S...	24-101723	04/24/2020	ACID MAGIC 15G	295-4803-44607	574.75
COOPERATIVE EDUCATIONAL S...	24-101723	04/24/2020	55# CYANURIC ACID	295-4803-44607	247.00
COOPERATIVE EDUCATIONAL S...	24-101723	04/24/2020	SHIPPING	295-4803-44607	105.00
COOPERATIVE EDUCATIONAL S...	24-101723	04/24/2020	6X6 VINYL STICK ON DEPTH MA...	295-4803-44607	357.20
Fund 295 - Muni Pool Total:					6,452.60

Fund: 303 - Vet Wall

WINDSTREAM CORPORATION	033120	04/03/2020	PHONE BILLS/OPEN PO FY 19/20	303-4703-43775	138.62
WINDSTREAM CORPORATION	042120	04/24/2020	PHONE BILLS/OPEN PO FY 19/20	303-4703-43775	155.42
Fund 303 - Vet Wall Total:					294.04

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 306 - CI Jt Ut					
NEW MEXICO FINANCE AUTHOR..	040120	04/03/2020	NMFA LOAN PMTS FY 19/20 TO...	306-6103-12902	10,022.95
NEW MEXICO FINANCE AUTHOR..	040120	04/03/2020	NMFA LOAN PMTS FY 19/20 TO...	306-6103-12918	690.62
NEW MEXICO FINANCE AUTHOR..	040120	04/03/2020	NMFA LOAN PMTS FY 19/20 TO...	306-6103-12919	7,598.74
Fund 306 - CI Jt Ut Total:					18,312.31
Fund: 309 - USDA WWTP					
SMITH ENGINEERING COMPANY	51138	04/09/2020	Open PO Eng. Services WWTP P...	309-6403-60810	18,555.85
RMCI, INC	PAY APP 9	04/09/2020	Construction Services WWTP 2B	309-6403-60810	386,709.22
Fund 309 - USDA WWTP Total:					405,265.07
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR..	040120	04/03/2020	LOAN PAYMENT/NMFA PPRF-4...	403-1203-12967	13,508.54
Fund 403 - Pledge State Total:					13,508.54
Fund: 501 - Cemetary					
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	170.09
Fund 501 - Cemetary Total:					170.09
Fund: 502 - Util Office - Pool					
BANK OF AMERICA	022860	04/03/2020	METER READER BINOCULARS (2...	502-3601-44607	243.04
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	502-3601-41226	273.80
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN..	502-3601-43780	283.80
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	502-3601-41226	266.40
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	502-3601-43775	164.09
NEW MEXICO ONE CALL, INC.	153006554	04/17/2020	NM811 LINE LOCATES/OPEN PO..	502-3601-47410	449.20
PITNEY BOWES INC.	3310837741	04/17/2020	PITNEY BOWES LEASE AGREEM...	502-3601-47410	3,036.81
B & H OIL CO.	49654	04/17/2020	GAS/OIL/ OPEN PO FY 2019/20	502-3601-43316	237.94
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	502-3601-41226	266.40
XEROX CORP.	099946217	04/24/2020	BASE CHARGE/METER USAGE/...	502-3601-43465	460.94
Fund 502 - Util Office - Pool Total:					5,682.42
Fund: 503 - Electric					
NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/ELECTRIC	503-3702-43780	41.96
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	503-3702-41226	316.70
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN..	503-3702-43780	4,926.80
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	503-3702-41226	338.30
TRIPLE H SOLAR, LLC	215	04/03/2020	ENGINEERING SERVICES- OPEN ...	503-3702-48599	1,658.39
LANDIS+GYR TECHNOLOGY, INC	90313194	04/03/2020	ROUTER & KIT W/20 FT. CABLE	503-3702-80845	11,200.00
LANDIS+GYR TECHNOLOGY, INC	90313194	04/03/2020	8.5% TAX	503-3702-80845	574.00
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	503-3702-43775	286.72
SIERRA ELECTRIC CO-OP, INC.	04072020	04/09/2020	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	563.27
SIERRA ELECTRIC CO-OP, INC.	04072020	04/09/2020	POWER SERVICES- OPEN PO FY...	503-3702-50795	99,892.11
AMERICAN PUBLIC POWER ASS...	343328	04/09/2020	ANNUAL DUES	503-3702-43770	3,311.75
SSA SOLAR OF NM 4, LLC	400463	04/09/2020	POWER SERVICE OPEN PO FY19...	503-3702-50795	28,300.88
WESTERN UNITED ELECTRIC	6005541/6006956	04/09/2020	CANTILEVER BRACKET W/UNDE...	503-3702-47415	648.00
WESTERN UNITED ELECTRIC	6005541/6006956	04/09/2020	GROUND ROD 5/8x8FT	503-3702-47415	386.00
WESTERN UNITED ELECTRIC	6005541/6006956	04/09/2020	GALVANIZED STAPLES 1.5x.25x...	503-3702-47415	275.00
PROJECT GRAPHICS, INC	6799	04/09/2020	BANNERS- 28x84	503-3702-44607	2,113.90
LANDIS+GYR TECHNOLOGY, INC	90313610	04/09/2020	RXRS4x 4S W/R GDSM RF	503-3702-80845	1,168.00
LANDIS+GYR TECHNOLOGY, INC	90313610	04/09/2020	8.5% TAX	503-3702-80845	59.86
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	651.01
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	252.50
THE WELDING SHOP	06628	04/17/2020	TUBE REPAIR	503-3702-47420	45.00
TRAFFIC SIGNAL CONTROLS, INC	1831	04/17/2020	12" RED BALL, TINTED XL ETL & ...	503-3702-47415	79.09
TRI-STATE GENERATION & TRA...	302501	04/17/2020	POWER SERVICE- OPEN PO FY1...	503-3702-50795	37,655.87
B & H OIL CO.	49657	04/17/2020	UNLEADED FUEL- OPEN PO FY1...	503-3702-43316	277.75
B & H OIL CO.	49657	04/17/2020	DIESEL FUEL- OPEN PO FY19/20	503-3702-43317	509.55
AMERICAN ELECTRICAL TESTING..	65733	04/17/2020	REPLACE RAPID PRESSURE RISE ...	503-3702-47415	13,426.03
LANDIS+GYR TECHNOLOGY, INC	90314085	04/17/2020	8.5% TAX	503-3702-80845	59.86
LANDIS+GYR TECHNOLOGY, INC	90314085	04/17/2020	RXRS4x4S W/R GDSM FR	503-3702-80845	1,168.00
LANDIS+GYR TECHNOLOGY, INC	90314087	04/17/2020	8.5% TAX	503-3702-80845	59.86
LANDIS+GYR TECHNOLOGY, INC	90314087	04/17/2020	RXRS4x 16S W/R GDSM RF	503-3702-80845	1,168.00
LANDIS+GYR TECHNOLOGY, INC	90314149	04/17/2020	8.5% TAX	503-3702-80845	63.96

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LANDIS+GYR TECHNOLOGY, INC	90314149	04/17/2020	RXRS4x 16Se W/R GDSM RF	503-3702-80845	1,248.00
LANDIS+GYR TECHNOLOGY, INC	903614086	04/17/2020	8.5% TAX	503-3702-80845	59.86
LANDIS+GYR TECHNOLOGY, INC	903614086	04/17/2020	RXRS4x12S W/R GDSM RF	503-3702-80845	1,168.00
WEX BANK	99776996	04/17/2020	DIESEL FUEL PURCHASES- OPEN...	503-3702-43317	42.58
WESTERN AREA POWER ADMIN	JJP81798A0320	04/17/2020	POWER SERVICE OPEN PO FY19...	503-3702-50795	53,026.17
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	503-3702-41226	363.50
CONSTRUCTION INDUSTRIES	04222020	04/24/2020	REPAIR & MAINTENANCE ANN...	503-3702-43770	100.00
XEROX CORP.	099946234	04/24/2020	BASE CHARGE & METER USAGE...	503-3702-43465	40.09
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	LABOR	503-3702-80845	11,250.00
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	LABOR	503-3702-80845	13,500.00
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	COMP BORE FROM TRANSFOR...	503-3702-80845	9,000.00
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	LABOR	503-3702-80845	15,584.00
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	COMPOUND BORE TO NEW PO...	503-3702-80845	6,000.00
MARTO ELECTRIC, LLC	4222020-2	04/24/2020	BORE FROM EXISTING TRANSF...	503-3702-80845	4,000.00
LYNN'S LANDSCAPE	8219	04/24/2020	YARD MAINTENANCE	503-3702-47415	2,886.10
Fund 503 - Electric Total:					329,746.42

Fund: 504 - Water

NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/WATER	504-3803-43780	104.05
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	504-3803-41226	165.41
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN...	504-3803-43780	5,973.67
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	504-3803-41226	165.41
CORROSION SERVICE CORP.	1237	04/03/2020	CATHODIC PROTECTION INSPEC...	504-3803-47415	975.00
COOPERATIVE EDUCATIONAL S...	24-100861	04/03/2020	Open PO WATER/SEWER LINE R...	504-3803-48598	8,769.56
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	504-3803-43775	56.11
TAXATION AND REVENUE	040820	04/09/2020	WATER CONSERVATION FEE FY ...	504-3803-43797	991.98
SUN VALLEY, INC.	151471/6	04/09/2020	UNSTOCKED FIELD SUPPLIES-W...	504-3803-44607	115.98
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	NS O-RING 3/4" IP EPDM	504-3803-44607	150.00
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	ULTRA TITE NO LEAD COUPLING...	504-3803-44607	249.50
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	MJXMJ DI TEE 6"X6" C-153 CL/T...	504-3803-44607	156.66
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	MEGA LUG 6" FOR C-900 PIPE (...	504-3803-44607	143.50
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	NS GRIP RING 3/4" FOR PET	504-3803-44607	100.00
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	PVC SCH40 PEPE 4"X20' BELL E...	504-3803-44607	396.00
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	HDPE SDR-7 PE4710 POLY PIPE...	504-3803-44607	83.20
BAKER UTILITY SUPPLY CORP.	273416/27477	04/09/2020	RESETTER NO LEAD 5/8"X3/4"X...	504-3803-44607	1,015.00
DPC INDUSTRIES, INC.	747000670-20	04/09/2020	Delivery Fee	504-3803-44605	43.99
DPC INDUSTRIES, INC.	747000670-20	04/09/2020	Hazemat Fee	504-3803-44605	1.50
DPC INDUSTRIES, INC.	747000670-20	04/09/2020	150 lb Chlorine Cylinders	504-3803-44605	879.75
STEVE BELL CONSTRUCTION	C17724	04/09/2020	BASECOURSE	504-3803-47415	288.00
STEVE BELL CONSTRUCTION	C17724	04/09/2020	FINES	504-3803-47415	228.00
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	651.01
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	597.43
USA BLUEBOOK	170535	04/17/2020	GOOCH PORCELAIN FILTER CRU...	504-3803-44605	213.14
B & H OIL CO.	49656	04/17/2020	Unleaded Fuel & Oil	504-3803-43316	345.17
B & H OIL CO.	49656	04/17/2020	Diesel Fuel	504-3803-43317	488.65
DPC INDUSTRIES, INC.	DE52000176-20	04/17/2020	OPEN PO-DEMURRAGE RENTAL...	504-3803-43465	60.00
PURE OPERATIONS, LLC	NI203618	04/17/2020	VOLUMETRIC TEST-3/4" METE...	504-3803-47425	16.28
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	504-3803-41226	165.41
Fund 504 - Water Total:					23,589.36

Fund: 505 - Solid Waste

NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/RECYCLE CENTER	505-3904-43780	56.45
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	505-3904-41226	457.93
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	495.88
SOUTHWESTERN EQUIPMENT ...	038008	04/03/2020	CREDIT PER RICKY SESSIONS	505-3904-47420	-750.00
SOUTHWESTERN EQUIPMENT ...	038008	04/03/2020	CYLINDER REPLACEMENT FOR O...	505-3904-47420	5,500.00
SOUTHWESTERN EQUIPMENT ...	038008	04/03/2020	FREIGHT	505-3904-47420	421.18
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	505-3904-41226	465.94
BORDER TIRE, LLC	4022021	04/03/2020	11R22.5 CASINGS FOR RECAP	505-3904-47420	680.00
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	505-3904-43775	175.04
SUN VALLEY, INC.	151525/6	04/09/2020	30/50A BLK 2P HD PLUG	505-3904-44607	23.74
TRACTOR SUPPLY COMPANY	200220594	04/09/2020	RATCHET ALUMINUM TIE DOW...	505-3904-44607	12.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRACTOR SUPPLY COMPANY	200223436	04/09/2020	CARGO SMART 60" BUNGEE CA...	505-3904-44607	107.96
CITY OF LAS CRUCES	70299	04/09/2020	SCSWA Disposal Fees	505-3904-45601	35,352.38
SIERRA AUTO/CARQUEST	ID-260935	04/09/2020	OXYGEN	505-3904-44607	34.50
SIERRA AUTO/CARQUEST	ID-261216	04/09/2020	MICRO V-BELT-	505-3904-47420	55.17
SIERRA AUTO/CARQUEST	ID-261322	04/09/2020	XBO CUTTING GLASSES- WELD...	505-3904-44615	23.98
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	651.01
CITY UTILITIES	041420	04/17/2020	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	23,881.20
B & H OIL CO.	49652	04/17/2020	B & H Gasoline & Oil FY 2019-2...	505-3904-43316	350.37
B & H OIL CO.	49652	04/17/2020	B & H Diesel, FY 2019-2020	505-3904-43317	2,269.42
WAGNER EQUIPMENT CO.	P10C0773003	04/17/2020	BUCKET 420F	505-3904-80810	15,244.00
WAGNER EQUIPMENT CO.	P10C0773003	04/17/2020	FREIGHT BUCKET	505-3904-80810	795.00
WAGNER EQUIPMENT CO.	P10C0773003	04/17/2020	FREIGHT LIFT ARM	505-3904-80810	1,921.50
WAGNER EQUIPMENT CO.	P10C0773003	04/17/2020	ARM AS LIFT	505-3904-80810	4,761.26
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	505-3904-41226	465.94
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	505-3904-43316	113.75
XEROX CORP.	099946218	04/24/2020	LA6-283718 Meter Usage,E18-0...	505-3904-43465	146.93
BORDER TIRE, LLC	4022933	04/24/2020	11R 22.5 SPREAD AXLE- RETRE...	505-3904-47420	2,176.00
BORDER TIRE, LLC	4022933	04/24/2020	11R 22.5 FINISHED TIRE CASING...	505-3904-47420	780.00
REED'S TIRE CENTER	7656	04/24/2020	MOUNT 4 TIRES ON REAR OF G-...	505-3904-47420	140.00
REED'S TIRE CENTER	7656	04/24/2020	ROTATE 4 TIRES ON G-95575	505-3904-47420	140.00
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	5.86
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	FITTING	505-3904-47420	18.10
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SHIM	505-3904-47420	26.37
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN	505-3904-47420	103.22
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN	505-3904-47420	202.20
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN- AS	505-3904-47420	235.73
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PLATE	505-3904-47420	38.55
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	BOLT- HEX HEA	505-3904-47420	2.64
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	LINK AS	505-3904-47420	533.98
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PLATE	505-3904-47420	95.96
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PLATE	505-3904-47420	64.81
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	60.32
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN- A	505-3904-47420	442.00
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN	505-3904-47420	431.83
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	LINK AS	505-3904-47420	359.60
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SPACER	505-3904-47420	35.94
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	BOLT	505-3904-47420	4.08
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	FREIGHT CHARGE	505-3904-47420	29.22
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN- U	505-3904-47420	258.84
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	BOLT	505-3904-47420	10.88
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	3.08
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	RING	505-3904-47420	16.08
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	5.58
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	12.22
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SPACER	505-3904-47420	15.00
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	TUBE	505-3904-47420	48.61
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	22.80
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PLUG	505-3904-47420	0.48
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	BOLT	505-3904-47420	2.00
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SHIM	505-3904-47420	44.30
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN- AS	505-3904-47420	173.97
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	PIN	505-3904-47420	113.68
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	WASHER	505-3904-47420	2.12
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	RING	505-3904-47420	39.12
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SPACER	505-3904-47420	39.02
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	LOCK NUT	505-3904-47420	2.58
WAGNER EQUIPMENT CO.	P10C0774081	04/24/2020	SHIM	505-3904-47420	42.34

Fund 505 - Solid Waste Total: 100,492.63

Fund: 506 - WWTP

NEW MEXICO GAS COMPANY, I...	031620	04/03/2020	GAS BILLS/VACUUM STATION	506-4005-43780	72.29
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	506-4005-41226	256.97
CITY UTILITIES	033020	04/03/2020	CITY UTILITIES CYCLE C&D/OPEN..	506-4005-43780	8,449.35
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	506-4005-41226	247.05
USA BLUEBOOK	183344	04/03/2020	SLUDGE JUDGE ULTRA COMPLE...	506-4005-44607	149.17
COOPERATIVE EDUCATIONAL S...	24-100861	04/03/2020	Open PO WATER/SEWER LINE R...	506-4005-48598	8,769.55
RELIANCE STEEL	IV452949	04/03/2020	4x8 SHEET OF 1/4 FLAT PLATE	506-4005-47420	225.21
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	506-4005-43775	231.76
VILLAGE OF WILLIAMSBURG	040820	04/09/2020	SEWER RECEIPTS FY 19-20 OPEN..	506-4005-48798	2,802.88
SUN VALLEY, INC.	151462/6	04/09/2020	UNSTOCKED FIELD SUPPLIES-W...	506-4005-44607	201.95
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	LIBERTY RIGID DENIM BIB OVE...	506-4005-42620	39.99
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	UTILITY JEAN -36X32	506-4005-42620	74.97
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	BLM SHORT SLEEVE -LG-BURG	506-4005-42620	17.99
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	WRANGLER SHIRTS-LS TALL	506-4005-42620	37.48
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	DENIM JEANS 36X32	506-4005-42620	19.99
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	BLM SHORT SLEEVE-LG RED	506-4005-42620	17.99
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	LIBERTY RIGID DENIM BIB OVE...	506-4005-42620	37.99
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	WRANGLER SHIRT LS WOVEN-LG	506-4005-42620	37.48
TRACTOR SUPPLY COMPANY	200220641	04/09/2020	STEEL TOE BOOTS	506-4005-44615	76.49
IDEXX DISTRIBUTION, INC	3062085823	04/09/2020	WV120SBST-20,VESSELS W/ST ...	506-4005-44605	58.58
SIERRA AUTO/CARQUEST	ID-261668	04/09/2020	WIPER BLADES	506-4005-47420	7.98
TDS	MARCH 2020-TDS	04/09/2020	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	651.01
TDS	04122020	04/17/2020	OPEN PO MONTHLY SERVICE-IN...	506-4005-43780	59.63
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	259.14
B & H OIL CO.	49655	04/17/2020	Unleaded Fuel & Oil	506-4005-43316	376.73
B & H OIL CO.	49655	04/17/2020	Diesel Fuel	506-4005-43317	67.38
PURE OPERATIONS, LLC	NI203619	04/17/2020	AIR VAC PROBE HOLDER	506-4005-43416	165.60
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	506-4005-41226	256.23
INTERNAL SERVICE FUND	042120	04/24/2020	OIL-MAINT-SAFETY 03/20	506-4005-47420	4.98
XEROX CORP.	099946224	04/24/2020	Meter Usage- Open PO FY 19-20	506-4005-43465	171.06
Fund 506 - WWTP Total:					23,844.87

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	508-4303-41226	57.69
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	508-4303-41226	57.69
COBBLESTONE PUBLISHING, LLC	4612	04/03/2020	QUARTER PAGE AD	508-4303-43740	90.00
YAMAHA MOTOR FINANCE COR...	698876	04/03/2020	OPEN PO FOR FY 19/20 YAMAH...	508-4303-43465	903.51
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	508-4303-43775	86.26
TRACTOR SUPPLY COMPANY	100073641	04/09/2020	BRASS IMPACT/RING BASE TYV	508-4303-44607	99.98
TRACTOR SUPPLY COMPANY	100073641	04/09/2020	GW 3/4 X 100 FARM & RANCH ...	508-4303-44607	209.97
TRACTOR SUPPLY COMPANY	100073641	04/09/2020	PUMP WATER TRANS 2IN 4.0HP...	508-4303-44613	649.99
TRACTOR SUPPLY COMPANY	100073641	04/09/2020	PUMP SEMI TRASH 2IN 6.0HP E...	508-4303-44613	299.99
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/4 WHT 90DEG SXS ELL	508-4303-44607	17.90
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/4" WHT SXS COUPLING	508-4303-44607	12.90
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/2 90 DEG SXS ELL	508-4303-44607	39.80
SUN VALLEY, INC.	151442/6	04/09/2020	16OZ BLU PVC PIPE CEMENT	508-4303-44607	47.77
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/2" WHT SXS COUPLING	508-4303-44607	25.80
SUN VALLEY, INC.	151442/6	04/09/2020	2" WHT SXSXS TEE	508-4303-44607	56.85
SUN VALLEY, INC.	151442/6	04/09/2020	3/4 X 20 SCH40 PVC PIPE	508-4303-44607	11.58
SUN VALLEY, INC.	151442/6	04/09/2020	1 1/4 X 20 SCH40 PIPE	508-4303-44607	10.79
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/4 WHT SXSXS TEE	508-4303-44607	22.90
SUN VALLEY, INC.	151442/6	04/09/2020	2" WHT SXS COUPLING	508-4303-44607	19.35
SUN VALLEY, INC.	151442/6	04/09/2020	3/4 WHT TEE SXSXS	508-4303-44607	9.80
SUN VALLEY, INC.	151442/6	04/09/2020	3/4 WHT 90DEG SXS ELL	508-4303-44607	7.80
SUN VALLEY, INC.	151442/6	04/09/2020	3/4 WHT SXS COUPLING	508-4303-44607	5.80
SUN VALLEY, INC.	151442/6	04/09/2020	2" 90DEG SXS ELL	508-4303-44607	49.35
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/2 X 20 SCH40 PVC PIPE	508-4303-44607	14.79
SUN VALLEY, INC.	151442/6	04/09/2020	1 - 1/2 WHT SXSXS TEE	508-4303-44607	49.80
SUN VALLEY, INC.	151442/6	04/09/2020	2" X 20' SCH40 PIPE	508-4303-44607	18.49
TRACTOR SUPPLY COMPANY	200221836	04/09/2020	MENS'S GLOVE MED DEERSKIN ...	508-4303-44615	19.99
TRACTOR SUPPLY COMPANY	200221836	04/09/2020	GB G086 ZERO DRAG - STEEL T...	508-4303-44615	139.99
TRACTOR SUPPLY COMPANY	200225790	04/09/2020	GW 3/4 X 100 FARM & RANCH ...	508-4303-44607	209.97

EOM AP Report

Payment Dates: 04/01/2020 - 04/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRACTOR SUPPLY COMPANY	200225790	04/09/2020	HOSE SUCTION 2 BULK PVC	508-4303-44607	229.00
REED'S TIRE CENTER	7580	04/09/2020	18X886-8 FAIRWAY PRO TIRES	508-4303-47420	312.00
REED'S TIRE CENTER	7580	04/09/2020	FLAT REPAIR	508-4303-47420	10.00
SIERRA AUTO/CARQUEST	ID-261134	04/09/2020	HOSE CLAMP 12 BX	508-4303-44607	4.40
SIERRA AUTO/CARQUEST	ID-261134	04/09/2020	WISE GRIP	508-4303-44613	28.99
SIERRA AUTO/CARQUEST	ID-261134	04/09/2020	TORCH KIT	508-4303-44613	16.99
SIERRA AUTO/CARQUEST	ID-261134	04/09/2020	PUMP PLIERS	508-4303-44613	20.99
SIERRA AUTO/CARQUEST	ID-261764	04/09/2020	TAP SET	508-4303-44613	129.99
SIERRA AUTO/CARQUEST	ID-261764	04/09/2020	WHEEL BOLT	508-4303-47420	33.00
SIERRA AUTO/CARQUEST	ID-261768	04/09/2020	STD TBOLT CLAMP 225	508-4303-47420	49.00
SIERRA AUTO/CARQUEST	ID-261768	04/09/2020	STD TBOLT CLAMP 250	508-4303-47420	37.30
SIERRA AUTO/CARQUEST	ID-261768	04/09/2020	14.1 OZ MAP/PRO CYL	508-4303-47420	15.43
CITY UTILITIES	041520	04/17/2020	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	810.58
COBBLESTONE PUBLISHING, LLC	4703	04/17/2020	QUARTER PAGE AD	508-4303-43740	90.20
XEROX CORP.	010077716	04/24/2020	BASE CHARGE & METER USAGE...	508-4303-43465	142.95
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	508-4303-41226	57.68
Fund 508 - Golf Course Total:					5,235.00

Fund: 509 - Muni Airport

NM RETIREE HEALTH CARE	031920	04/03/2020	BENEFIT PR ENDING 03/13/20	509-4403-41226	115.20
WINDSTREAM CORPORATION	033120	04/03/2020	PHONE BILLS/OPEN PO FY 19/20	509-4403-43775	345.84
SIERRA ELECTRIC CO-OP, INC.	033120	04/03/2020	PIPPEN BUILDING	509-4403-43780	32.39
SIERRA ELECTRIC CO-OP, INC.	033120	04/03/2020	AIRPORT FIRE STATION	509-4403-43780	134.26
SIERRA ELECTRIC CO-OP, INC.	033120	04/03/2020	AIRPORT FUELING STATION	509-4403-43780	843.43
NM RETIREE HEALTH CARE	040320	04/03/2020	BENEFIT PR ENDING 03/27/20	509-4403-41226	115.20
TALON SEPTIC & POTTY SERVICE	19-3-20	04/03/2020	PORT A POTTY RENTAL	509-4403-43465	300.00
VERIZON WIRELESS	040720	04/09/2020	PHONE BILLS/OPEN PO FY 19/20	509-4403-43775	141.01
SIERRA AUTO/CARQUEST	ID-261338	04/09/2020	BATTERIES FOR BUCKET TRUCK ...	509-4403-47420	273.04
NM RETIREE HEALTH CARE	042020	04/24/2020	BENEFIT PR ENDING 04/10/20	509-4403-41226	115.20
WINDSTREAM CORPORATION	042120	04/24/2020	PHONE BILLS/OPEN PO FY 19/20	509-4403-43775	356.16
XEROX CORP.	099946238	04/24/2020	BASE CHARGE/METER USAGE-...	509-4403-43465	37.19
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	SKILLED LABOR	509-4403-44613	1,344.00
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	FREIGHT	509-4403-44613	200.00
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	TAX @ 6.9375	509-4403-44613	499.10
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	MOBILIZATION	509-4403-44613	950.00
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	SEMI-SKILLED LABOR	509-4403-44613	996.00
BIXBY ELECTRIC, INC	ST20026.1	04/24/2020	RADIO CONTRLLER	509-4403-44613	3,704.00
Fund 509 - Muni Airport Total:					10,502.02

Fund: 600 - Internal Serv

BORDER INTERNATIONAL, LLP	X400045552:01	04/09/2020	10W30 SYNTHETIC BLEND OIL ...	600-7003-43316	550.00
Fund 600 - Internal Serv Total:					550.00

Grand Total: 1,147,785.42

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	150,859.42
201 - Corrections	1,750.00
209 - Fire	11,640.06
211 - Law Enforce Prot	2,221.10
214 - Lodgers Tax	29,409.43
216 - Muni Street	7,953.47
294 - State Library	306.57
295 - Muni Pool	6,452.60
303 - Vet Wall	294.04
306 - CI Jt Uti	18,312.31
309 - USDA WWTP	405,265.07
403 - Pledge State	13,508.54
501 - Cemetary	170.09
502 - Util Office - Pool	5,682.42
503 - Electric	329,746.42
504 - Water	23,589.36
505 - Solid Waste	100,492.63
506 - WWTP	23,844.87
508 - Golf Course	5,235.00
509 - Muni Airport	10,502.02
600 - Internal Serv	550.00
Grand Total:	1,147,785.42

Account Summary

Account Number	Account Name	Payment Amount
101-1000-44606	OFFICE SUPPLIES-GOVERN..	37.70
101-1000-60725	GRANTS TO SUB-RECIPE...	5,550.00
101-1001-41226	RETIREE INSURANCE-OFF ...	276.33
101-1001-43465	RENT OF EQUIPMENT	312.09
101-1001-43740	PRINTING/PUBLISHING	559.86
101-1001-43775	TELEPHONE	287.93
101-1002-41226	RETIREE INSURANCE-MUN..	231.99
101-1002-43735	POSTAGE/MAIL SERVICE-...	55.55
101-1002-43775	TELEPHONE	170.43
101-1002-44606	OFFICE SUPPLIES	675.88
101-1002-44815	FURN/FIXTURES	577.44
101-1002-60576	Grant Expenses/JAF GRA...	407.02
101-1002-60840	OTHER CAP PUR/AOC/JID ...	221.53
101-1003-41226	RETIREE INSURANCE-OFF ...	575.52
101-1003-43316	GAS & OIL	51.93
101-1003-43465	RENT OF EQUIPMENT	308.03
101-1003-43775	TELEPHONE	453.09
101-1003-47406	PROMOTIONAL/ADVERTIS..	25.00
101-1003-48598	PROFESSIONAL SERVICES	5,045.71
101-1003-60784	Grant Expenses	4,056.00
101-1004-41226	RETIREE INSURANCE-ADM..	651.75
101-1004-42720	EMPLOYEE TRAINING-AD...	299.00
101-1004-43465	RENT OF EQUIPMENT	408.08
101-1004-43740	PRINTING/PUBLISHING	58.26
101-1004-43770	SUBSCRIPTION & DUES	785.39
101-1004-43775	TELEPHONE	299.60
101-1004-44606	OFFICE SUPPLIES	643.61
101-1004-44615	SAFETY EQUIPMENT	662.34
101-1004-48599	OTHER CONTRACTUAL SE...	4,924.22
101-1007-41226	RETIREE INSURANCE-POLI...	2,527.69
101-1007-42620	UNIFORM/LINEN-POLICE ...	879.41
101-1007-43316	GAS & OIL	1,991.77

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43465	RENT OF EQUIPMENT	245.24
101-1007-43770	SUBSCRIPTION & DUES	70.00
101-1007-43775	TELEPHONE	1,325.34
101-1007-44606	OFFICE SUPPLIES	99.17
101-1007-46732	GENERAL LIABILITY INSUR...	913.83
101-1007-48598	PROFESSIONAL SERVICES	864.28
101-1007-48599	OTHER CONTRACTUAL SE...	57,368.13
101-1008-41226	RETIREE INSURANCE-COD...	569.19
101-1008-43316	GAS & OIL	300.99
101-1008-43775	TELEPHONE	267.70
101-1008-44607	FIELD SUPP-CODE ENF/AN...	775.00
101-1008-47420	MAINTENANCE VEH/EQUI...	5.34
101-1008-48599	OTHER CONTRACTUAL SE...	1,224.49
101-1009-41226	RETIREE INSURANCE-MUN...	509.49
101-1009-43316	GAS & OIL	361.67
101-1009-43317	DIESEL-RECREATION	47.50
101-1009-43465	RENT OF EQUIPMENT	213.67
101-1009-43775	TELEPHONE	109.43
101-1009-44607	FIELD SUPPLIES-MUNI RE...	4,013.29
101-1009-44613	NON-CAPITAL ITEMS	179.99
101-1009-44615	SAFETY EQUIPMENT	99.99
101-1009-47420	MAINTENANCE VEHICLE/...	87.95
101-1009-48599	OTHER CONTRACTUAL SE...	1,700.00
101-1010-41226	RETIREE INSURANCE-BUIL...	136.80
101-1010-43775	TELEPHONE	96.45
101-1010-44606	OFFICE SUPPLIES	24.99
101-1010-44613	NON-CAPITAL ITEMS	175.99
101-1010-48598	PROFESSIONAL SERVICES	2,626.36
101-1011-41226	RETIREE INSURANCE-STRE...	873.30
101-1011-43775	TELEPHONE	88.59
101-1011-44606	OFFICE SUPPLIES	11.74
101-1012-41226	RETIREE INSURANCE-FLEE...	216.00
101-1012-43465	RENT OF EQUIPMENT	37.38
101-1012-43770	SUBSCRIPTION & DUES	476.00
101-1012-43775	TELEPHONE	29.35
101-1014-41226	RETIREE INSURANCE-FACI...	625.21
101-1014-43316	GAS & OIL	370.81
101-1014-43403	REGULAR BUILDING MAI...	1,347.58
101-1014-43465	RENT OF EQUIPMENT	8.33
101-1014-43775	TELEPHONE	169.52
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,572.28
101-1014-47410	MAINTENANCE CONTRAC...	809.10
101-1016-41226	RETIREE INSURANCE-LIBR...	476.68
101-1016-43770	SUBSCRIPTION & DUES	1,272.81
101-1016-44830	CITY BOOK PURCHASING-L...	193.95
101-1017-48599	OTHER CONTRACTUAL SE...	18,853.21
101-1018-43780	UTILITIES	14,968.29
101-1018-46732	GENERAL LIABILITY INSUR...	36.87
201-1903-44805	AUTO/LAB/DWI/JUD ED	135.00
201-1903-48710	CARE OF PRISONERS-COR...	1,615.00
209-1603-43316	GAS & OIL	233.43
209-1603-43770	SUBSCRIPTION & DUES	249.38
209-1603-43775	TELEPHONE	29.35
209-1603-43780	UTILITIES	627.47
209-1603-47420	MAINTENANCE VEHICLE/...	1,935.72
209-1603-80845	OTHER CAPITAL PURCHAS...	8,564.71
211-2003-44573	UNIFORM & EQUIPMENT	725.40
211-2003-44840	EQUIPMENT & MACHINE...	1,495.70

Account Summary

Account Number	Account Name	Payment Amount
214-2503-44810	EQUIPMENT & MACHINE...	950.73
214-2503-47406	PROMOTIONAL/ADVERTIS...	5,535.21
214-2503-47597	9% ADVERTISING/MARKET..	3,416.58
214-2503-48591	MAIN STREET CONTRACT	8,750.00
214-2503-48811	SERV CONTRACT(FRIENDS...	250.00
214-2503-48815	SERVICE CONTRACTS-LO...	1,566.66
214-2503-60596	STATE ADVERTISING GRA...	8,940.25
216-4503-42620	UNIFORM LINEN-MUNI S...	1,007.48
216-4503-43316	GAS & OIL	205.89
216-4503-43317	DIESEL FUEL-STREET MAI...	1,666.79
216-4503-43550	ROADWAY MAINTENANCE	4,329.16
216-4503-44607	FIELD SUPPLIES-STREETS	270.00
216-4503-44615	SAFETY EQUIPMENT	150.00
216-4503-47420	MAINT.VEHICLE/FURN/E...	324.15
294-5003-43775	TELEPHONE	170.43
294-5003-48599	OTHER CONTRACTUAL SE...	21.69
294-5003-48830	LIBRARY ACQUISITION (B...	114.45
295-4803-41226	RETIREE INSURANCE-MUN..	109.50
295-4803-43465	RENT OF EQUIPMENT	29.81
295-4803-43780	UTILITIES-MUNI POOL	3,900.24
295-4803-44607	FIELD SUPPLIES-MUNI PO...	2,413.05
303-4703-43775	TELEPHONE	294.04
306-6103-12902	CWPA TORC 2 OPERATING	10,022.95
306-6103-12918	CWPA TORC 18 OPERATI...	690.62
306-6103-12919	CWPA TORC 19 OPERATI...	7,598.74
309-6403-60810	USDA GRANT	405,265.07
403-1203-12967	PPRF-4967 OPERATING	13,508.54
501-1803-43780	UTILITIES	170.09
502-3601-41226	RETIREE INSURANCE-UTIL...	806.60
502-3601-43316	GAS & OIL	237.94
502-3601-43465	RENT OF EQUIPMENT	460.94
502-3601-43775	TELEPHONE	164.09
502-3601-43780	UTILITIES	283.80
502-3601-44607	FIELD SUPPLIES	243.04
502-3601-47410	MAINTENANCE CONTRAC...	3,486.01
503-3702-41226	RETIREE INSURANCE-ELEC...	1,018.50
503-3702-43316	GAS & OIL	277.75
503-3702-43317	DIESEL FUEL-ELECTRIC DIV..	552.13
503-3702-43465	RENT OF EQUIPMENT	40.09
503-3702-43770	SUBSCRIPTION & DUES	3,411.75
503-3702-43775	TELEPHONE	286.72
503-3702-43780	UTILITIES	6,435.54
503-3702-44607	FIELD SUPPLIES	2,113.90
503-3702-47415	MAINTENANCE/GROUNDS..	17,700.22
503-3702-47420	MAINTENANCE-VEHICLE/...	45.00
503-3702-48599	OTHER CONTRACTUAL SE...	1,658.39
503-3702-50795	WHOLESALE POWER COS...	218,875.03
503-3702-80845	OTHER CAPITAL PURCHAS...	77,331.40
504-3803-41226	RETIREE INSURANCE-WAT...	496.23
504-3803-43316	GAS & OIL	345.17
504-3803-43317	DIESEL-WATER DIVISION	488.65
504-3803-43465	RENT OF EQUIPMENT	60.00
504-3803-43775	TELEPHONE	56.11
504-3803-43780	UTILITIES	7,326.16
504-3803-43797	WATER CONSERVATION-...	991.98
504-3803-44605	CHEMICALS/LABORATORY...	1,138.38
504-3803-44607	FIELD SUPPLIES-WATER D...	2,409.84
504-3803-47415	MAINTENANCE-GROUNDS..	1,491.00

Account Summary

Account Number	Account Name	Payment Amount
504-3803-47425	OTHER MAINT-WATER M...	16.28
504-3803-48598	PROFESSIONAL SERVICES	8,769.56
505-3904-41226	RETIREE INSURANCE-SOLI...	1,389.81
505-3904-43316	GAS & OIL	464.12
505-3904-43317	DIESEL FUEL-SOLID WASTE..	2,269.42
505-3904-43465	RENT OF EQUIPMENT	146.93
505-3904-43775	TELEPHONE	175.04
505-3904-43780	UTILITIES	1,203.34
505-3904-44607	FIELD SUPPLIES-SOLID WA...	179.19
505-3904-44615	SAFETY EQUIPMENT	23.98
505-3904-45601	WASTE DISPOSAL	59,233.58
505-3904-47420	MAINTENANCE-VEHICLE/...	12,685.46
505-3904-80810	OTHER CAPITAL EQUIPM...	22,721.76
506-4005-41226	RETIREE INSURANCE-WAS...	760.25
506-4005-42620	UNIFORM/LINEN-WASTE...	283.88
506-4005-43316	GAS & OIL	376.73
506-4005-43317	DIESEL FUEL-WASTEWAT...	67.38
506-4005-43416	O & M PURCHASES-WAST...	165.60
506-4005-43465	RENT OF EQUIPMENT	171.06
506-4005-43775	TELEPHONE	231.76
506-4005-43780	UTILITIES	9,491.42
506-4005-44605	CHEMICALS/LABORATORY...	58.58
506-4005-44607	FIELD SUPPLIES-WASTEW...	351.12
506-4005-44615	SAFETY EQUIPMENT	76.49
506-4005-47420	MAINTENANCE-VEHICLE/...	238.17
506-4005-48598	PROFESSIONAL SERVICES	8,769.55
506-4005-48798	VILLAGE OF WILLIAMSBU...	2,802.88
508-4303-41226	RETIREE INSURANCE	173.06
508-4303-43465	RENT OF EQUIPMENT	1,046.46
508-4303-43740	PRINTING/PUBLISHING	180.20
508-4303-43775	TELEPHONE	86.26
508-4303-43780	UTILITIES	810.58
508-4303-44607	FIELD SUPPLIES	1,174.79
508-4303-44613	NON-CAPITAL ITEMS	1,146.94
508-4303-44615	SAFETY EQUIPMENT	159.98
508-4303-47420	MAINTENANCE VEHICLE/...	456.73
509-4403-41226	RETIREE INSURANCE-AIR...	345.60
509-4403-43465	RENT OF EQUIPMENT	337.19
509-4403-43775	TELEPHONE	843.01
509-4403-43780	UTILITIES	1,010.08
509-4403-44613	NON-CAPITAL ITEMS	7,693.10
509-4403-47420	MAINTENANCE VEH/EQUI...	273.04
600-7003-43316	GAS & OIL	550.00
Grand Total:		1,147,785.42

Project Account Summary

Project Account Key	Payment Amount
None	1,147,785.42
Grand Total:	1,147,785.42



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: F.1

SUBJECT: Discussion/Action: Consideration of Amendments to Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

The original Resolution was approved by the City Commission at their May 4, 2020 Special Meeting.

Recommendation:

Discussion and Review of possible amendments to Resolution 33 19/20 pertaining to a back to work plan for the City of Truth or Consequences.

Attachments:

- Resolution No. 33 19/20

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

Reviewed by: ☒ City Clerk ☐ Finance ☒ Legal ☐ Other: -

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 33 19/20 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020



RESOLUTION NO. 33 19/20

A RESOLUTION ADOPTING A GET BACK TO WORK PLAN

WHEREAS, the City of Truth or Consequences City Commission met upon notice of meeting duly published on May 4, 2020, at 9:00 A.M. in the City Commission Chambers, 405 W. 3rd Street, Truth or Consequences, New Mexico 87901 via teleconference; and

WHEREAS, on March 11, 2020, the Governor of New Mexico issued Executive Order 2020-04, in response to an outbreak of a novel coronavirus identified as COVID-19, declaring a state of public health emergency under the Public Health Emergency Response Act and invoking powers under the All Hazards Emergency Management Act and the Emergency Licensing Act; and

WHEREAS, pursuant to the declaration of a public health emergency, the Secretary of the New Mexico Department of Health has issued several Public Health Emergency Orders, including the Order of March 23, 2020, in which the Secretary defined essential business and ordered that all "non-essential" businesses, including non-profits, reduce their in-person workforce by 100%; and

WHEREAS, on April 6, 2020 the Secretary amended the March 23, 2020, Order and ordered that all "non-essential" businesses, including non-profits, close "office spaces, retail spaces, or other public spaces" of the businesses; and

WHEREAS, on April 6, 2020, the Governor of New Mexico issued Executive Order 2020, which among other actions, extended the declaration of a public health emergency until May 1, 2020, unless rescinded or extended; and

WHEREAS, the Governor of New Mexico extended Executive Order 2020 until May 15, 2020; and

WHEREAS, in rural areas, small businesses are the primary, and sometimes the sole, provider of essential goods and services; and

WHEREAS, the blanket closure of small businesses deemed "non-essential" has had a significant impact on those businesses and continues to have, and the local economy in general; and

WHEREAS, data related to COVID-19 shows that the virus has impacted different areas in New Mexico; and

WHEREAS, Sierra County has a low number of confirmed cases; and

WHEREAS, the City of Truth or Consequences appears to be positioned to allow businesses to re-open in progressive degrees and timing; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, THAT IT IS HEREBY ADOPTING THE FOLLOWING AS ITS GET BACK TO WORK PLAN:

The following safe practices shall be followed as appropriate:

1. Continue social distancing of six feet while working, shopping, and all other times possible.
2. Employees of business establishments shall wear masks. Businesses have the right to require customers to wear masks.
3. Gatherings of 10 persons or more are prohibited.
4. Sanitation supplies and/or facilities shall be available at all businesses.
5. Vulnerable individuals shall continue to stay at home.
6. Non-essential travel shall be prohibited.

Specifically:

- a. Previously closed Bars, Restaurants and Bowling Centers may operate at Fifty percent (50%) of capacity as designated by the New Mexico State Fire Marshal. Distances between tables/barstools less than six feet is prohibited.
- b. Previously closed Retail Stores may operate at Twenty percent (20%) of capacity as designated by the New Mexico State Fire Marshal.
- c. Medical facilities may operate at full (100%) capacity while maintaining safe distancing and sanitizing requirements.
- d. Personal service businesses such as Cosmetologists, Barbers, Manicurists, etc. may service customers on a one to one basis. No waiting areas will be permitted.
- e. Recreational facilities may open if they are able to follow safe distancing requirements. This includes outdoor courts, swimming pool (swimming pool capacity at fifty percent (50%). This also includes Indoor Recreational activities such as Movie Theaters and Senior Activity Centers.
- f. The Civic Center shall remain closed to public events and gatherings of ten (10) persons or more are prohibited.

This Resolution shall go into effect commencing May 16, 2020 unless otherwise superseded by an Executive Order from State Authority.

This Resolution may be amended by the City Commission in its discretion.

PASSED, APPROVED, and ADOPTED this 4th day of May, 2020.



Sandra Whitehead, Mayor

Angela A. Torres, City Clerk-Treasurer



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: F.2

SUBJECT: Resolution 34 19/20 Accepting the FAA Cares (Federal Aviation Administration Coronavirus Aid, Relief And Economic Security) Funding Offer And Designating Signatory Authority for NM -TCS (New Mexico Truth Or Consequences Municipal Airport)
DEPARTMENT: Community Development
DATE SUBMITTED: May 4, 2020
SUBMITTED BY: Traci Burnette
WHO WILL PRESENT THE ITEM: Morris Madrid

Summary/Background:

FAA CARES (Federal Aviation Administration Coronavirus Aid, Relief and Economic Security) Grant Act is offering \$30,000.00 to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency

Recommendation:

Approve Resolution

Attachments:

- Resolution 34 19/20
- Grant Agreement

Fiscal Impact (Finance): Yes

Grant \$30,000.00

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 34 19/20 Ordinance No. [Click here to enter text.](#)

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 5-13-2020



RESOLUTION NO. 34 19/20

A RESOLUTION ACCEPTING THE FAA CARES (FEDERAL AVIATION ADMINISTRATION CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY) FUNDING OFFER AND DESIGNATING SIGNATORY AUTHORITY FOR NM -TCS (NEW MEXICO TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT)

WHEREAS, the City of Truth or Consequences is eligible for grant funds under the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, the City of Truth or Consequences will use these funds for operation expenses, such as payroll, and utility bills; and

WHEREAS, FAA CARES (Federal Aviation Administration Coronavirus Aid, Relief and Economic Security) Grant Act is offering \$30,000.00. This Grant is provided in accordance with the CARES Act, to provide eligible airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency; and

WHEREAS, the City Commission of the City of Truth or Consequences must provide authority to the authorized representative to execute the grant and the authorized representative must execute the grant, followed by the attorney's certification, no later than June 1, 2020 in order for the grant to be valid; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the FAA Cares (Federal Aviation Administration Coronavirus Aid, Relief And Economic Security) Grant and approves that City Manager Morris Madrid is hereby designated as the City's representative on behalf of the CARES Act Grant Offer, Grant No. 3-35-0042-020-2020 for Truth or Consequences Municipal Airport and has designated the City Clerk as signatory authority in his absence and shall work with staff to execute, sign and submit required documentation.

PASSED, APPROVED AND ADOPTED this 13th day of May, 2020.

Sandra Whitehead, Mayor

ATTEST:

Angela Torres, City Clerk

CARES Act Grant Transmittal Letter

Dear Morris Madrid:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-35-0042-020-2020 for Truth or Consequences Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 1, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify your Program Manager, Mr. Jean Gamarra, by email that the grant is administratively and financially closed. Jean is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Lacey D. Spriggs
Manager, LA/NM Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date

Airport/Planning Area

CARES Grant Number

Unique Entity Identifier

Truth or Consequences Municipal Airport

3-35-0042-020-2020

07-934-2838

TO: City of Truth or Consequences

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 23, 2020, for a grant of Federal funds at or associated with the Truth or Consequences Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Truth or Consequences Municipal Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Truth or Consequences Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed

by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **June 1, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not —
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Co-Sponsor.** Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

Lacey D. Spriggs

(Typed Name)

Manager, LA/NM Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Truth or Consequences, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: F.3

SUBJECT: Ordinance 713 for publication approving the Amerigreen Organics, LLC Proposal for an Economic Development Project.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: May 7, 2020

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

The city is considering an application from Amerigreen Organics, LLC which proposed that the city serve as a local government conduit for an appropriation up to \$500,000 from the Legislature of the State of New Mexico (LEDA Funds) to Amerigreen Organics, LLC for the purpose of establishing a Hemp Manufacturing and Processing Facility on the property located at 1900 N. Date Street.

Recommendation:

Approve Ordinance 713 for publication.

Attachments:

- Proposed Ordinance 713
- Project Participation Agreement
- Intergovernmental Agreement
- LEDA Term Sheet

Fiscal Impact (Finance): TBD

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

Reviewed by: ☒ City Clerk ☒ Finance ☒ Legal ☐ Other: -

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [Click here to enter text.](#) Ordinance No. 713

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: 5-13-20 CC Agenda

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE ____

AN ORDINANCE APPROVING THE AMERIGREEN ORGANICS, LLC PROPOSAL FOR AN ECONOMIC DEVELOPMENT PROJECT.

WHEREAS, Article 9, Section 14 of the State Constitution permits cities to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

WHEREAS, on January 12, 2016, pursuant to Ordinance No. 668 (the "Economic Development Plan Ordinance"), the City established the City of Truth or Consequences Economic Development Plan (the "Plan") as required by Section 5-10-6, NMSA 1978; now codified as Article VII of Chapter 2 of the Code of the City of Truth or Consequences; and

WHEREAS, as provided in the Economic Development Plan Ordinance, the City considered an application from **AMERIGREEN ORGANICS, LLC**, which proposed that the City serve as local government conduit for an appropriation up to \$500,000 from the Legislature of the State of New Mexico (the "LEDA Funds") to **AMERIGREEN ORGANICS, LLC**, for the purpose of establishing a Hemp Manufacturing and Processing Facility on property located at 1900 N. Date in the City ("the Project"); and

WHEREAS, the City has determined that **AMERIGREEN ORGANICS, LLC**, is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act,

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

Section 1. Short Title.

This ordinance may be cited as the "**AMERIGREEN ORGANICS, LLC**, Economic Development Project Ordinance."

Section 2. Purpose.

This **AMERIGREEN ORGANICS, LLC** Economic Development Project Ordinance is adopted to approve the Project and the above identified Agreements related to the Project.

Section 3. The Project.

The City hereby approves **AMERIGREEN ORGANICS, LLC** as a qualifying entity and the Project as an economic development project under the Act and the Economic Development Plan Ordinance. This approval is conditioned upon those matters set forth in the Project Participation Agreement to be entered into by the City and **AMERIGREEN ORGANICS, LLC**, and all applicable local, state and federal laws.

Section 4. Project Revenue Fund.

The **AMERIGREEN ORGANICS, LLC** Fund (the "Project Revenue Fund") is hereby established. All revenue related in any way to the Project shall be deposited into the Project Revenue Fund and any such revenue deposited into the Project Revenue Fund shall be expended only for the Project. Any unexpended and encumbered balances in the Project Revenue Fund shall be transferred to the New Mexico Economic Development Department upon termination of the Project as set forth in Section 6 herein.

Section 5. Project Participation Agreement.

The City hereby authorizes the City Manager to enter into a Project Participation Agreement, an Intergovernmental Agreement in substantially the forms attached to this Ordinance. Those said Agreements shall be incorporated into this Ordinance by reference and made a part of this Ordinance.

Section 6. Financial Account.

The City Manager is hereby instructed to open an account at an appropriate financial institution in order to further the purposes set forth in this Ordinance.

Section 7. Termination.

Termination of the Project that is the subject of this Ordinance shall be by ordinance. Any termination ordinance shall provide for termination of the above-referenced Agreements and shall provide for satisfying the rights of the parties thereunder.

Section 8. Ratification.

The City hereby ratifies and accepts all actions consistent with this Ordinance that the City or its agents may have taken in furtherance of the Project.

Section 9. Severability.

If any section, paragraph, sentence, clause or word or phrase of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

Section 10. Effective Date.

This Ordinance shall become effective on the ____ day of _____ 2020.

ADOPTED this ____ day of _____ 2020.

CITY OF TRUTH OR CONSEQUENCES

SANDRA WHITEHEAD – Mayor

ATTEST:

ANGELA TORRES –City Clerk

PROJECT PARTICIPATION AGREEMENT

This Project Participation Agreement ("Agreement") is entered into on _____, 2020 by and between **CITY OF TRUTH OR CONSEQUENCES**, a New Mexico Municipal Corporation (the "City"), and **AMERIGREEN ORGANICS, LLC** (the "Company").

Recitals.

- A. Article 9, Section 14 of the New Mexico Constitution provides municipalities the ability to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources. Pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), public support for economic development may be provided if the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan.
 - B. Pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 ("LEDA"), the City adopted Ordinance No. 668 (the "Truth or Consequences Local Economic Development Plan") authorizing the City to consider applications for economic development assistance;
 - C. As provided in the Economic Development Plan Ordinance, the City considered an application from the Company, which proposed that the City serve as local government conduit for an appropriation of up to \$500,000.00 from the Legislature of the State of New Mexico (the "State Contribution") to go toward the Company's development of a manufacturing facility at 1900 N. Date Street in the City of Truth or Consequences (the "Project"). The company will establish operations by June 2021 and will employ at least 50 full-time persons, in production related positions, by June 30, 2024.
 - D. The City has adopted Ordinance No. _____ ("Project LEDA Ordinance") finding that the Company is a "qualifying entity" and the Project is an "economic development project" as those terms are defined by the Act, and approving this Agreement as meeting the requirements of the Act.
1. **Goals and Objectives.** The objective of this Agreement is to create and support an economic development project that fosters, promotes and enhances local economic development efforts. The goal is that the Project will provide jobs and career opportunities that will benefit the community and contribute to its long-term economic growth and sustainability.

2. **Substantive Contribution from the Company.**

- a. **Facility.** The Company will establish business operations at 1900 N Date Street in the City of Truth or Consequences, New Mexico (the "Facility").
- b. **Investment.** The Company will make capital investments in the Project and costs associated therewith (including, for the acquisition of land, building, equipment, tangible personal property and services associated with the acquisition, construction and equipping of the Project) in the amount of approximately \$2,000,000 by December 31, 2021, provided, however, failure to meet this level of Project Contribution will not constitute a breach of this Agreement.
- c. **Job Creation.** The Company will directly employ a target of 50 full-time employees at the Facility by June 30, 2024 (the "Job Target"). "Job" means a permanent, full-time employment position (at least 32 hours per week) directly related to the production of the Company's products and offering the employee the full range of benefits offered to other full-time employees of the Company. Full-time employees do not include agency, sub-contracted, temporary employees or independent contractors. Employees hired by the Company through a Professional Employer Organization (PEO) may be counted toward the Job Target provided the PEO agrees to comply with all job reporting requirements of this Agreement.
- d. **Schedule.** A preliminary Project schedule is as follows, but failure to meet these milestones will not constitute a breach of this Agreement.

Fall 2020
Fall 2021

Initiate Facility improvements and hiring
Project in full operation

- e. **Sustainability.** Although the Company intends to have a long-term presence in the City, for purpose of the contractual obligations of this Agreement, the Company covenants to continue to operate the Project until June 30, 2025.

3. **The City Contribution.**

- a. The City will account for receipts and disbursements of the State Contribution and will provide financial documentation to the State pertaining to the State Contribution. The City will comply with the Local Economic Development Act ("LEDA") with respect to the acceptance and disbursement of the State Contribution.
- b. The City anticipates that the State Contribution will be delivered by the State to the City for disbursement to the Company upon enactment of the Project LEDA Ordinance, and execution of this document and the intergovernmental agreement between the State and the City, after which time the City will request transfer of the State Contribution.

- c. Upon receipt, the City will place the State Contribution into a separate account established in connection with the Project, as required by law.
- d. The City will disburse the State Contribution, if and when it is received, only in the manner described in this Agreement and the Intergovernmental Agreement executed between the City and the State. The City will disburse the State Contribution to the Company as reimbursement for LEDA Eligible Expenditures subject to the Company's satisfaction of the conditions set forth herein. Disbursements shall be paid on a reimbursement basis and the Company shall first incur the LEDA Eligible Expenditures and then submit requests for reimbursement to the City. For purposes of this Agreement, LEDA Eligible Expenditures shall mean: expenditures including, but not limited to, land, building and infrastructure, including permanently installed and situated physical assets and the design, labor and permitting required to put them in place. Examples include: foundation, drainage improvements, electrical wiring, architecture fees, insulation, landscaping and equipment rentals.

4. The State Contribution

The State Contribution is composed of up to \$500,000.00. The State Contribution will be disbursed to the Company in accordance with the provisions of this Agreement for such purposes as set forth in Section 5-10-3D NMSA 1978.

5. Disbursement of State Contributions

- a. **Conditions to Disbursement; Performance Milestones.** The State Contributions will be disbursed in three (3) separate allotments. Each disbursement will be conditioned on (i) the Company's having incurred LEDA Eligible Expenditures prior to the disbursement; (ii) the Company meeting minimum employment targets and being in compliance with job reporting requirements; and (iii) the Company's satisfaction of the performance milestones set forth below (the "Disbursement Performance Milestones") for each allotment prior to the disbursement:

Amount of State Contribution Available for Disbursement	Disbursement Performance Milestone
\$250,000.00	Certificate of Occupancy issued for the Facility, employ at least 10 persons and incur LEDA eligible Expenditures (defined below).
\$150,000.00	Maintain a minimum employment level of 35 or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible expenses.
\$100,000.00	Maintain a minimum employment level of 45 or more (per quarterly Wage and Employment report submitted to State of NM) for six (6) consecutive months and incur LEDA eligible expenses.

"LEDA Eligible Expenditures" means an expenditure for land acquisition and/or permanent infrastructure and construction improvements. Includes materials and services, but does not include lease payments or equipment purchases.

6. **Disbursement Requests.** From time to time, after the Company has satisfied the conditions for disbursement set forth herein, the Company may submit to the City a written request for disbursement of the City or State Contribution (the "Disbursement Request"). All Disbursement Requests shall be accompanied by (i) documentation substantiating LEDA Eligible Expenses, and (ii) documentation of current employment level in New Mexico. The Company will not submit a Disbursement Request for less than \$50,000, but may, upon completion of all performance milestones, submit a Disbursement Request for up to the full amount of the State Contribution then available to the Company at any time. The City may, in good faith, object to or require additional information regarding a Disbursement Request to verify compliance with this Agreement.
7. **No Offset of City costs.** The City may not offset any internal costs or overhead charges for review or processing of the Disbursement Requests against the Disbursement Request or the State Contribution.
8. **Security.** As security for the faithful performance and payment of Company's obligations under this Agreement, prior to the Company's receipt of any part of the State or City Contribution, Company shall furnish the City with a Letter of Credit or some alternative form of security in a form mutually acceptable to the parties (the "Security"). The maximum obligation secured by the Security (the "Maximum Obligation") will be \$500,000.00. The Company shall be permitted to obtain incremental increases in the Security in the amount of each Disbursement Request and shall not be required to secure the Maximum Obligation before a disbursement will be made; for example, if the 1st disbursement is for \$250,000.00 and a 2nd

disbursement is for another \$150,000.00, the total security must equal \$400,000.00 before the second disbursement is requested. The Security shall be delivered to the City no less than 15 days before request for Disbursement.

- a. The City may draw on the Security in order to satisfy any unpaid Clawback Penalty which shall become due and payable, but only thirty (30) days following written demand for payment to the Company. Such draw may be initiated without filing a proceeding in any court of competent jurisdiction.
- b. Provided that the Company has not been required to pay any Clawback, the Security will terminate on June 30, 2025, unless earlier released in accordance with this Agreement.
- c. If the State or City reduces the amount of LEDA Funds that are made available for the Project and/or if the Company does not draw the entire amount of the LEDA Funds available, the Maximum Obligation will be reduced proportionately to reflect the amount of LEDA Funds actually received by the Company.

9. Clawbacks.

Notwithstanding any other provision of this Agreement, the Company shall be required to pay the Clawback Penalties set forth in this Section (together with forfeiture of the security instrument provided to secure the Company's Clawback obligations), if the Company does not satisfy the conditions set forth herein.

- a. **Facility Closure Clawback.** If the Company ceases operations in the City on or before June 30, 2025 the Company will repay to the City all LEDA Funds that the Company actually received as of that date (the "Facility Closure Clawback") and the City shall have the right to execute reimbursement from the Security, but only after thirty (30) days following written demand for payment to the Company. For purposes of this Agreement, a failure to produce product for a period of 90 days or more or failure to occupy the Facility shall be considered a cessation of operations; provided however cessations for reasonable periods for the repair or replacement of facilities damaged or destroyed, cessations resulting from labor disputes, strikes, riots or acts of God, shortages of materials or supplies or for any other reason beyond the reasonable control of the Company, or under similar circumstances will not constitute a failure by the Company to comply with this Section 10a. If the Company ceases operations for any of the causes set forth in this Section 10a, the Company shall submit a plan for resolving such cessation of operations within 30 days. In the event of a cessation of operations, the Company shall provide written notice thereof and a reason therefore to the City within 10 days.
- b. **Performance Clawback.** It is the Company's intent to create, hire and maintain the number of jobs set forth in the table below under the column captioned "Cumulative Fulltime Target Job Number" on the Job Measurement Dates set forth below. If the Company does not meet or exceed the job numbers set forth under the column captioned "Minimum Job Number" in the table below on each of the specified Job Measurement Dates (and after expiration of the Cure Periods), then the Company shall be required to pay a Clawback Penalty (as

defined below) to the City which will be applied in the percentage set forth in the table below:

Job Measurement Date	Cumulative Fulltime Target Job Number	Minimum Job Number	Clawback Penalty if Minimum Job Number not met
June 30, 2021	25	22	100% of Clawback Penalty
June 30, 2022	35	32	100% of Clawback Penalty
June 30, 2023	45	40	75% of Clawback Penalty
June 30, 2024	50	45	50% of Clawback Penalty
June 30, 2025	50	45	25% of Clawback Penalty

For the purposes of this Section:

The "Clawback Penalty" is a penalty that the Company will be required to pay the City upon the Company's failure to meet the Minimum Job Target on the applicable Job Determination Date, if such Minimum Job Target is not otherwise reached by the Company during the Cure Period. The Clawback Penalty shall be equal to the product of the Percentage Hiring Shortfall (as defined herein), multiplied by the total State Contribution paid to the Company as of that time. For purposes of this subsection, the "Percentage Hiring Shortfall" shall be the quotient of (i) the Minimum Job Number for applicable Job Determination Date, minus the actual number of jobs the Company maintains at the Facility at that time, divided by (ii) the Minimum Job Number for applicable Job Determination Date.

"Cure Period" is the period of 180 days after each Job Determination Date during which the Company shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. For the avoidance of doubt, if the Company meets the Minimum Job Number at any time during the Cure Period as validated by the job reporting requirements set forth herein, the Company shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Company fails to reach the Minimum Job Number during the Cure Period, the Company shall pay the City a Clawback Penalty determined in accordance with the table set forth above. See Attachment 1 hereto for examples of Clawback Calculations

The parties hereto recognize certain economic factors generally described as "Business Climate Changes" are beyond the control of any of the parties and may affect the ability of the Company to strictly adhere to the job creation numbers and schedule set forth herein. "Business Climate Changes" means substantial changes, beyond the control of the Company within the industry in which the Company operates, that causes a significant decrease in the Company's ability to perform pursuant to the requirements of this agreement with the City. The Company may request specific modifications to the job creation schedule in writing within ten

days of learning of the existence of the "Business Climate Change." Such notification shall include the details of the business climate change, the effect thereon on the Company, and the modification of this agreement the Company requests. If the City and EDD agree that Business Climate Changes have affected the Company's ability to perform, the Performance Clawback may be modified.

- c. **Job Reporting.** The Company shall submit quarterly employment reports documenting its quarterly filing of the Department of Workforce Solutions' ("DWS") Employment and Wage Detail Reporting as submitted to DWS in the form and manner required by EDD beginning with the fourth quarter report of 2020 due by January 31, 2021 and continuing each quarter March 31, July 31, October 31, January 31 until the conclusion of the PPA. The State will provide copies of all such reports to the City. The City or the State may request a copy of the Company's quarterly employment reports at any time while this Agreement is in effect and the Company agrees to provide such documents. The Company acknowledges this quarterly reporting will be relied upon by the City and the State to ascertain if the Company is in compliance with the job creation provisions of this Agreement and all subsequent and ancillary agreements. The Company will receive no disbursements of State Contribution as stipulated in this Agreement without up to date quarterly job reporting as set forth herein.
- d. If the Company has been required to pay the Facility Closure Clawback, the Company will not be required to pay any Performance Clawback that may come due after the date of such payment.

10. Fees. Each party shall bear its own costs and expenses in connection with the negotiation, execution and delivery of this Agreement or any amendment or enforcement of this Agreement.

11. Annual Performance Review. To ensure the prudent use of the taxpayer's funds and as required by the LEDA statute and Ordinance, the Project will be subject to an annual performance review conducted by City or EDD staff beginning December 2020 and every year thereafter until this Agreement terminates. The review will evaluate whether the Project is meeting the requirements set forth in this Agreement and any subsequent agreements or amendments and shall be made available to the State. At this time, the Company may report any difficulties it has experienced under the terms of this Agreement or the LEDA program and may request any assistance it deems necessary. The City or State may request the Company provide data and information to assess the broader economic impact of the Project, but the Company shall not be required to divulge information or documents it considers confidential or proprietary.

If the requirements are not being met, the City may terminate this assistance to the Project by passage of an ordinance which terminates this Agreement and specifies the disposition of all obligations of the Project. In addition, in accordance with LEDA, the City may enact an ordinance revoking the LEDA Ordinance and terminating any further payments for any or all Projects thereunder. In the event the City terminates the LEDA Ordinance or this Agreement while the Company is in compliance with the terms and requirements of this Agreement, the City will not have a right to clawback any of the payments already made to the Company.

12. Termination. This Agreement shall terminate at the close of business on June 30, 2025 or when otherwise terminated by ordinance.

13. Request for early release of security. If the Company achieves and then sustains the Minimum Job Number of 50 employees for six (6) consecutive months prior to June 30, 2025, the Company may request that the Security be released and such request shall not unreasonably be denied. Said request shall be made to the City in writing and accompanied by documentation comprising its quarterly job reports demonstrating such employment. A request for release of the Security may not be submitted prior to June 30, 2023. In the event that a request for early release of Security is granted, the job reporting and annual performance review requirements of this Agreement remain in full effect through the termination date stated above.

14. Liability. No party shall be responsible for liability incurred as a result of the other party's acts or omissions. Nothing herein shall operate or be deemed to alter or expand any liabilities or obligations under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1, et seq.), or to waive any immunities, limitations or required procedures thereunder. Nothing in this Agreement constitutes a waiver of any party's right to seek judicial relief.

15. Amendments. This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto and EDD. Any amendments may be subject to the approval of the governing body of the City of Truth or Consequences.

16. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

17. Miscellaneous. This Agreement binds and inures to the benefit of the City and the Company and their respective successors and permitted assigns. This Agreement may not be assigned without the written consent of the non-assigning party and the EDD; provided, however, that with notice to the City and the EDD, the Company may assign this Agreement to any affiliate or other member of the Company that agrees in writing to assume and perform all of the Company's obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which is an original and all of which taken together constitute one instrument.

18. Notice. All notices or other written communications, including requests for disbursement, that are required or permitted to be given pursuant to this Agreement must be in writing and delivered personally, by a recognized courier service, by a recognized overnight delivery service, by fax, by electronic mail, or by registered or certified mail, postage prepaid, to the parties at the addresses shown below. If notice is mailed, it will be deemed received on the earlier of actual receipt or on the third business day following the date of mailing. If a notice is hand-delivered or sent by overnight delivery service, it will be deemed received upon actual delivery. If any written notice is sent by facsimile or electronic mail, it will be deemed received upon printed or written confirmation of the transmission. A party may change its notice address by written notice to the other party to this Agreement.

The initial notice addresses for the parties are as follows:

If to the City:

City of Truth or Consequences
Attention: City Manager
505 Sims
TorC, New Mexico 87901

If to the Company:

AmeriGreen Organics, LLC
Attention: Loveless Johnson III
119 West Berger Street, Suite 1
Santa Fe, New Mexico 88505

Effective Date: _____

Attachment:

1. Example of Clawback Calculations

SIGNATURE PAGE TO PROJECT PARTICIPATION AGREEMENT

City of Truth or Consequences

By _____

Name _____

Title _____

AMERIGREEN ORGANICS, LLC

By _____

Name: _____

Title: _____

Attachment 1 Example of Clawback Calculations

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = $(1 - (\text{actual jobs} / \text{cumulative hiring target})) * 100\%$

Example - 1 100%	End of year 1, inclusive of cure period
Actual Employees	(a) 21
Cumulative Hiring Target	(b) 22
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 4.55%

LEDA Dollars Distributed	(d)	\$ 250,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 11,363.64

Example - 2 100%	End of year 2, inclusive of cure period	
Actual Employees	(a) 31	
Cum Hiring Target	(b) 32	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 3.13%	
LEDA Dollars Distributed	(d)	\$ 250,000.00
Clawback %	(e)	100%
Penalty	(f) = $c * d * e$	\$ 7,812.50

Example - 3 50%	End of year 3, inclusive of cure period	
Actual Employees	(a) 39	
Cum Hiring Target	(b) 40	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 2.50%	
LEDA Dollars Distributed	(d)	\$ 400,000.00
Clawback %	(e)	75%
Penalty	(f) = $c * d * e$	\$ 7,500.00

Example - 4 25%	End of year 4, inclusive of cure period	
Actual Employees	(a) 44	
Cum Hiring Target	(b) 45	
Job Creation % Shortfall =	(c) = $1 - (a/b)$ 2.22%	
LEDA Dollars Distributed	(d)	\$ 500,000.00
Clawback %	(e)	50%
Penalty	(f) = $c * d * e$	\$ 5,555.56

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
AND THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Truth or Consequences, New Mexico (the "City"), and collectively referred to as "the Parties" with reference to the following facts.

RECITALS:

WHEREAS, the legislature of the State of New Mexico appropriated funds to the Economic Development Department for economic development projects statewide pursuant to the Local Economic Development Act (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §5-10-1 through §5-10-13 (2007) ("LEDA"), is to provide "public support for economic development to foster, promote and enhance local economic development efforts"; and

WHEREAS, the City has adopted LEDA by Ordinance No. 688, which established the City of Truth or Consequences Economic Development Plan that promotes economic development within the City; and

WHEREAS, AmeriGreen Organics, LLC (hereinafter "Qualifying Entity") has entered into a Local Economic Development Project Participation Agreement (hereinafter "PPA") with the City. A copy of the PPA are attached hereto and incorporated herein; and

WHEREAS, pursuant to the terms of that PPA, the Qualifying Entity will establish a production facility at 1900 N Date Street in the City of Truth or Consequences (the "Project") and is expected to employ 50 full-time persons by June 30, 2024; and

WHEREAS, EDD and the City desire to enter into this Agreement as necessary to facilitate disbursement of funds for the Project.

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to define the responsibilities of the City and EDD for the oversight and administration of up to \$500,000 of the Appropriation for the Project. It is the intent of the parties that the City will receive an amount up to five hundred thousand dollars (\$500,000) to implement the Project. The Parties agree that any and all State funds received will be accounted for by the City as the fiscal agent for EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the project, or any properties acquired or developed by the City as a result of implementation of the Project will be used by the City for economic development purposes only.

SECTION 2. SCOPE OF WORK

The City will act as fiscal agent for up to \$500,000 of the Appropriations for the Project. Pursuant to the LEDA statutes, EDD will transfer up to \$500,000 to the City for costs and expenses associated with the Project. In exchange for the contribution, the Qualifying Entity certifies it expects to employ 50 full-time employees at the facility by June 30, 2024.

All the terms, conditions, and requirements set forth under the PPA are incorporated into this Agreement. EDD and the City agree that failure of the Qualifying Entity to create the number of new full-time jobs described in the PPA or otherwise meet its obligations set forth under the PPA will result in a violation of the terms and conditions of these Agreements. Such violation, after any cure period granted to the Qualifying Entity, will require the qualifying entity to repay any committed funds as provided for by the PPA.. Any monies recovered by the City as a result of payment made by the Qualifying Entity from the application of the applicable Clawbacks shall be returned to EDD within 30 days. Any foreclosure of the security interest shall be returned to EDD. The Qualifying Entity will deliver to the City contemporaneously with the execution of the PPA a form of security acceptable to all parties, which will be incorporated into this Agreement (the "Security").

SECTION 3. CITY RESPONSIBILITIES

The City shall:

- A. Pay the costs and expenses incurred for the Project from the Appropriation;
- B. Provide to EDD supporting documentation in a format acceptable to EDD for activities associated with the Project. Any funds recaptured by the City as the result of enforcing the provisions of the PPA shall be returned to EDD;
- C. The City shall notify EDD in writing of any default by the Qualifying Entity within 15 business days of learning of the event of default;
- D. Serve as Fiscal Agent for the funds transferred to it under this Agreement;

- E. Distribute the funds transferred to the City by EDD to the Project; account for receipts and disbursements of said monies; and provide EDD with the required financial documentation pertaining to this disbursement;
- F. Submit all required and reasonably requested documentation to EDD including the endorsed LEDA Ordinance approved by the City Council accepting the Project as qualifying entity for LEDA, with the accompanying endorsed Project Application and PPA entered into by the City and the Qualifying Entity, a fully executed copy of the Security, and copies of invoices and other documentation as required by EDD within the time required;
- G. Not impose any obligations on EDD with respect to the administration of this Project, other than the transfer of funds as described herein; and
- H. Initiate and prosecute litigation as necessary to enforce the terms of the PPA, if necessary.

SECTION 4. CITY CERTIFICATIONS

As Fiscal Agent, the City hereby assures and certifies that:

- A. It will comply with all applicable State laws, regulations, policies, guidelines and requirements with respect to the acceptance and use of the Appropriation;
- B. It has the legal authority to receive and expend the Appropriation;
- C. It will enforce the provisions of Ordinance No. _____ and the City's Economic Development Plan;
- D. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long term economic development benefits based on information provided by EDD;
- E. It will provide to EDD upon request all documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and also with copies of all reports and documentation City receives from the Qualifying Entity;
- F. It has entered into a PPA with the Qualifying Entity and has obtained all financial documentation necessary to protect the City's and State's investments in the Project;

- G. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined herein;
- H. It will notify EDD of any default on the part of the Qualifying Entity within 15 business days of learning of any default and shall provide the Qualifying Entity an opportunity to cure any default by in accordance with the PPA prior to termination thereof;
- I. No member, officer or employee of the City or its designees or agents, no member of the governing body of the locality of which the Project is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall have any interests, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The City shall incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and
- J. It has complied with Article IX, Section 14, of the New Mexico Constitution known as the "anti-donation clause."

SECTION 5. EDD RESPONSIBILITIES

EDD shall:

- A. Transfer to the City for costs and expenses incurred for the Project an amount not to exceed five hundred thousand dollars (\$500,000). The funds shall be used only for the purpose stated in this Agreement;
- B. At its discretion, review and audit the Project if it is deemed to be necessary or desirable; and
- C. Reimburse the City for any costs associated with litigation to enforce the terms of the Security.
- D. Monitor job creation by the Qualified Entity and report the number of jobs created quarterly to City throughout the term of the PPA. Job reports shall detail the number of employees reported by the Qualified Entity to EDD and on file with the New Mexico Department of Workforce Solutions.

SECTION 6. TERM OF AGREEMENT

This Agreement shall become effective on the date it is fully executed and shall terminate on June 30, 2025 or when all of the obligations of the PPA have been fulfilled.

SECTION 7. LIABILITY

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the New Mexico Tort Claims Act. The City and EDD may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the party, as determined by the Party responsible for payment.

SECTION 8. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS

- A. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
- B. The City shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used and such other records as EDD may require.
- C. If, upon the expiration of the Project or the termination date of this Agreement, any surplus funds are possessed by City, City shall return said funds to EDD for disposition in accordance with law.

SECTION 9. STRICT ACCOUNTABILITY

The City shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 10. REPORTS

The Qualifying Entity shall submit quarterly reports regarding employment to EDD during the life of this Agreement and EDD shall share those reports and any other information obtained respecting job retention and creation attributable to the State appropriation with the City. The City shall coordinate with EDD to conduct an annual performance review of the Project.

SECTION 11. NOTICES; REPRESENTATIVES OF THE PARTIES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

To EDD:

Finance Development Team Leader
Joseph Montoya Building
1100 St. Francis Drive
PO Box 20003
Santa Fe, New Mexico 87504

To the City:

City Manager
City of Truth or Consequences
505 Sims

TorC, New Mexico 87901

SECTION 12. AMENDMENTS

This Agreement shall not be altered, changed or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 13. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Mexico.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below,

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____

Attorney

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By: _____

Alicia J Keyes
Cabinet Secretary

Date: _____

APPROVED AS TO FORM

By: _____

General Counsel

Information	
Project Name:	
Company (If Applicable):	AmeriGreen Organics LLC
Primary Client Point of Contact:	Loveless Johnson 505.395.0880 404.337.4996 loveless@amerigreenorganics.com
Project Location:	1900 N. Date Street Truth or Consequences, NM
Local Gov't Fiscal Agent Contact:	City of TorC Morris Madrid 575-894-6673 mmadrid@torcnm.org
EDO:	NA
Regional Rep:	Christine Logan christine.logan@state.nm.us 575-373-5602

Prospective LEDA Award	
State of NM:	\$500,000
Local Level:	NA
Total:	\$500,000

Job Creation Commitment and Schedule				
Year	Cumulative Full Time Job Creation Target	Payroll	Job Determination Period	Clawback % on Job Creation Shortfall^{^^^}
1	25	\$893,750	June 30, 2021	100%
2	35	\$1,251,250	June 30, 2022	100%
3	45	\$1,608,750	June 30, 2023	75%
4	50	\$1,787,500	June 30, 2024	50%
5	50	\$1,787,500	June 30, 2025	25%
Total	50	\$1,787,500	June 30, 2024	
Addt'l. Notes: 50 production jobs – does not include agriculture or retail positions				
Starting Headcount:	0	As of:	April 1, 2020	

Capital Investment Commitment and Schedule			
	<u>Year 1</u>	<u>Year 2 and 3</u>	<u>Total at Year 3</u>
Land			
Building	\$303,500	\$717,000	\$1,120,500
Infrastructure	\$1,100,000		\$1,100,000
Sub-total			
Soft Costs	\$70,000		\$70,000
Equipment	\$700,000		\$700,000
Total	\$2,173,500	\$717,000	\$2,990,500
Total Capital Investment to be completed by:		December 31, 2022	
Local Construction Spend and Procurement Commitment/Requirement/Target:		NA	
Additional Notes :			

LEDA Disbursement Schedule

Tranche	Amount of State Contribution Available for Disbursement/Tranche	Disbursement Performance Milestone
1	\$250,000	Certificate of Occupancy issued for the facility, employ ≥ 10 employees AND eligible expenses incurred.
2	\$150,000	When ≥ 35 employees for 6 consecutive months (per quarterly Wage and Employment report submitted to State of NM) AND eligible expenses incurred.
3	\$100,000	When ≥ 45 employees for 6 consecutive months (per quarterly Wage and Employment report submitted to State of NM) AND eligible expenses incurred.

Additional Project Participation Agreement (PPA) Particulars

PPA Term/Project Period:	5 years	Proposed Security:	Letter of Credit
Other:		Other:	
Job Reporting: 903A with Affidavit	Quarterly – Due on 4/30, 7/31, 10/30 and 1/31 for the preceding Quarter's 903A filing to the Dept. of Workforce Solutions through the term of the PPA and Project Close-out.		
Add'l Notes	If the Company achieves and sustains 50 employees for six (6) consecutive months prior to June 30, 2025, the Company may request that the Security be released. A request for release of the Security may not be submitted prior to June 30, 2023.		

Project Timeline

Public Approval Process		Other Key Milestones	
<u>Item</u>	<u>Target Due Date</u>	<u>Item</u>	<u>Target Due Date</u>
Application	May 1, 2020	Decision	April 7, 2020
Economic Impact Analysis Data Form	March 11, 2020	Commitment to New Mexico	
Company Financials	May 1, 2020	Pre-Announcement Meetings	
Final PPA and IGA Complete	May 4, 2020	Public Announcement	May 1, 2020
Agenda Published	May 7, 2020		
1 st Public Hearing	May 13, 2020		
Ordinance Adopted	June 10, 2020		

Notes:

- LEDA is paid on a reimbursed basis for eligible expenditures for Land, Building and Infrastructure subject to the stipulated reimbursement schedule. Expenditures incurred prior to formal adoption of the PPA by the Fiscal Agent are not eligible for reimbursement.
- ^^^ Clawback % is calculated on job creation shortfall at the end of PPA or upon project termination, if applicable. Clawback formula = (Job Creation % Shortfall) x (Cumulative LEDA Dollars Distributed) where Job Creation % Shortfall is $(1 - (\text{actual jobs} / \text{cumulative hiring target})) \times 100\%$. Sample calculation available upon request.

Prepared by: _____ on _____. Transmitted to Project on _____.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: G.1

SUBJECT: Approve Pattillo, Brown & Hill, L.L.P Certified Public Accountants for the FY19/20 Audit
DEPARTMENT: Finance
DATE SUBMITTED: May 6, 2020
SUBMITTED BY: Carol Kirkpatrick , Finance Director
WHO WILL PRESENT THE ITEM: Morris Madrid, City Manager

Summary/Background:

Annual contract approval for the 2019-20 fiscal year

Recommendation:

Recommend approval of the annual audit contract with Pattillo, Brown & Hill, LLP for the fiscal year end June 30, 2020

Attachments:

- Office of the State Auditor's Approval of request to contract with Pattillo, Brown & Hill, LLP (IPA)
- State of New Mexico Audit Contract with Pattillo, Brown & Hill, LLP

Fiscal Impact (Finance): Choose an item.

\$48,544 including gross receipts tax

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 5-13-2020

BRIAN S. COLÓN, ESQ.
STATE AUDITOR

NATALIE CORDOVA, CPA
DEPUTY STATE AUDITOR



State of New Mexico
Office of the State Auditor
CONSTITUENT SERVICES
(505) 476-3821

April 14, 2020

Carol Kirkpatrick
Finance Director
City of Truth or Consequences
ckirkpatrick@torcnm.org

Dear Carol Kirkpatrick,

Pursuant to NMSA 1978, Sections 12-6-3 and -14, and any applicable provisions of the Audit Rule, the Office of the State Auditor (OSA) hereby approves the request and contract for Pattillo, Brown & Hill, LLP (the "IPA") to conduct the Fiscal Year 2020 annual audit or agreed-upon procedures engagement for City of Truth or Consequences (the "Agency"). This approval is contingent upon the following:

- The IPA and the Agency must use the form of contract from the OSA-Connect online portal, with no changes. If any changes are required, a contract amendment will need to be completed and submitted in OSA-Connect for approval.
- The contract price and all other terms of the contract must be identical to the information submitted through the OSA-Connect portal.
- If applicable, the Agency will submit the contract for any additional required approvals from an oversight authority, including any approvals by the Public Education Department or Higher Education Department required by NMSA 1978, Section 12-6-14.
- If applicable, the Agency will submit to the General Services Division Contracts Review Bureau the required number of signed contracts, a copy of this letter and any other required documentation.
- Once you have received all signatures, please login to OSA-Connect and upload your fully executed contract. If you do not upload your fully executed contract, your report release will be delayed.

If any of these conditions is not satisfied, this approval will be void, and the Agency will be required to commence the contracting process again with the submission of new information through the OSA-Connect portal.

If you have any questions, please contact the OSA at (505) 476-3800.

Sincerely,

Natalie Cordova, CPA
Deputy State Auditor

2540 Camino Edvard Ortiz, Suite A, Santa Fe, New Mexico 87507
Phone (505) 476-3800 * Fax (505) 827-3512
www.osanm.org * 1-866-OSA-FRAUD

Contract No.

STATE OF NEW MEXICO AUDIT CONTRACT

City of Truth or Consequences

hereinafter referred to as the "Agency," and

Pattillo, Brown & Hill, LLP

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. **SCOPE OF WORK** (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2020** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).

2. **DELIVERY AND REPRODUCTION**

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:
1. an organized, bound and paginated hard copy of the Agency's audit report for review;
 2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
 3. a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.
- D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **10** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$48,544.00** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	\$42,500.00
(2) Federal single audit	\$0.00
(3) Financial statement preparation	\$2,500.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = **\$3,544.00**

Total Compensation = **\$48,544.00** including applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. TERMINATION, BREACH AND REMEDIES

- A. This Contract may be terminated:
1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
 2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
 3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
 4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate 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. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Chris Garner**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS


Audit Draft must be present to City 10 calendar days prior to due date

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY**City of Truth or Consequences****CONTRACTOR****Pattillo, Brown & Hill, LLP**

PRINTED
NAME: _____
SIGNATURE: _____
TITLE: _____
DATE: _____

PRINTED
NAME: CHRIS GARNER
SIGNATURE: 
TITLE: PARTNER
DATE: 5-5-20

State Auditor Contract No. 20-6176



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: G.2

SUBJECT: Holiday Inn Express Lodger Tax Refund
DEPARTMENT: Utility Office
DATE SUBMITTED: May 7, 2020
SUBMITTED BY: Chelsea LeClair
WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Holiday Inn Express is requesting a refund for an overpayment made on their Lodgers Tax for the months of September, November, and December 2019. The error was due to their accounting department not receiving the correct sales tax exemption reports for the said months.

The time frame to request a refund for September has expired. However, a refund for the months of November (\$4,102.99) and December (\$1,525.02) are still eligible.

Recommendation:

Refund Holiday Inn Express in the amount of \$5,628.01.

Attachments:

- Sec. 7-207- Lodgers Tax Refund and Credits
- Holiday Inn letter of request

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 5-13-2020

Sec. 7-207. - Refunds and credits.

If any person believes he has made payment of any Lodgers' Tax in excess of that for which he was liable, he may claim a refund thereof by directing to the City Clerk, no later than 90 days from the date of payment was made, a written claim for refund. Every claim for refund shall state the nature of the person's complaint and the affirmative relief requested. The City Clerk shall allow the claim in whole or in part or may deny it. Refunds of tax and interest erroneously paid and amounting to \$100.00 or more may be made only with the approval of the Governing Body.

(Ord. No. 442, § 12, 8-12-96)



March 2, 2020

To whom it may concern:

I wish to amend the T or C Lodging & Convention Center Tax returns for the periods of 09/30/2019, 11/30/2019 and 12/31/2019. The reason for the amendment is because we reported in error the amount of taxable rent for lodging. This error was due to our accounting department not receiving the correct sales tax exemption reports for the month of September, November and December 2019. In September of 2019 through the end of December 2019, T or C Lodging dba Holiday Inn Express had an unusually large military group staying at the hotel. This amount of tax-exempt sales is not common for this property, that is why the error was not recognized sooner.

Please let me know if you need any other information.

Regards,

A handwritten signature in black ink that reads "Abbie Franks". The signature is written in a cursive, flowing style.

Abbie Franks
Accountant for T or C Lodging LLC
Skyline Development
605.725.6000
2301 8th Ave NE Ste 120
Aberdeen SD 57401



November 2019

Lodging Tax Exempt Report

Conf. No.	Guest Name	Tax Type	Arr. Date	Dep. Date	Exempt Beg. Date	Exempt End Date	Resv. Status	Nts.	Room Rate	Total Room Rate	Exempt Revenue	Exempt Revenue Previously Taxed	Total Exempt Revenue
Tax Trn Code	7100	Description	State Tax - 8.5%										
642441	Lesassier,Alex	2	11-30-19	12-01-19	11-30-19	11-30-19	CKIN	1	104.54	104.54	104.54	0.00	104.54
Tax Trn CodeTotal											25,902.10	62,260.00	78,162.10
Tax Trn Code	7101	Description	City Tax - 6%										
605441	Clifton,Caleb	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605442	Ducroc,Jesse	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605443	Rodriguez,Justin	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605444	Stablein,J	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605445	Valencia,Eric	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605446	Griffith,Jason	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605448	Wolfe,Isiah	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
605449	Crabb,Mike	0	10-07-19	11-07-19	11-06-19	11-06-19	CKOT	1	65.00	65.00	65.00	1,950.00	2,015.00
621681	Sassenfeld,Victoria	1	11-22-19	11-23-19	11-22-19	11-22-19	CKOT	1	133.99	133.99	133.99	0.00	133.99
629691	Anderson,Daniel	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629692	Walsh,Sean	0	10-16-19	12-20-19	11-15-19	11-30-19	CKIN	16	94.00	1,504.00	1,504.00	2,820.00	4,324.00
629693	Smallwood,Clayton	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629697	Basant,Bradley	0	10-17-19	12-20-19	11-16-19	11-30-19	CKIN	15	94.00	1,410.00	1,410.00	2,820.00	4,230.00
629698	Castillo,Javier	0	10-17-19	12-20-19	11-16-19	11-30-19	CKIN	15	94.00	1,410.00	1,410.00	2,820.00	4,230.00
629699	Nichols,Aaron	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629700	Sefcik,Gordon	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629701	Wilmoth,Dakota	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629702	Ross,Stryker	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629703	Contra,Steven	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629704	Bechtold,Jason	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629705	Nance,Taylor	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
629706	Baker,Tyrone	0	10-20-19	12-20-19	11-19-19	11-30-19	CKIN	12	94.00	1,128.00	1,128.00	2,820.00	3,948.00
632691	Beckemeyer,Michael	1	11-18-19	11-20-19	11-18-19	11-19-19	CKOT	2	96.00	192.00	192.00	0.00	192.00
632692	Wolf,Norman	1	11-18-19	11-20-19	11-18-19	11-19-19	CKOT	2	96.00	192.00	192.00	0.00	192.00
635963	Cottrell,Ricky	1	11-18-19	11-22-19	11-18-19	11-21-19	CKOT	4	93.00	372.00	372.00	0.00	372.00
637693	Chavez,William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637694	Chavez,William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637695	Chavez,William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637696	Chavez,William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637697	Chavez,William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00

Filter From Date 11-01-19 To Date 11-30-19
 Include In-House Checked-out
 Tax Trn Codes All

**Lodging Tax Exempt Report**

Conf. No.	Guest Name	Tax Type	Arr. Date	Dep. Date	Exempt Beg. Date	Exempt End Date	Resv. Status	Nts.	Room Rate	Total Room Rate	Exempt Revenue	Exempt Revenue Previously Taxed	Total Exempt Revenue
Tax Trn Code	7101	Description	City Tax - 6%										
637698	Chavez, William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637699	Chavez, William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637700	Chavez, William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637701	Chavez, William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
637702	Chavez, William	1	11-03-19	11-09-19	11-03-19	11-08-19	CKOT	6	80.00	480.00	480.00	0.00	480.00
639011	Neeley, Mark	1	11-17-19	11-22-19	11-17-19	11-21-19	CKOT	5	106.00	530.00	530.00	0.00	530.00
Tax Trn CodeTotal											22,343.99	52,280.00	74,603.99



December 2019

Lodging Tax Exempt Report

Conf. No.	Guest Name	Tax Type	Arr. Date	Dep. Date	Exempt Beg. Date	Exempt End Date	Resv. Status	Nts.	Room Rate	Total Room Rate	Exempt Revenue	Exempt Revenue Previously Taxed	Total Exempt Revenue
Tax Trn Code	7100	Description	State Tax - 8.5%										
648438	Curliss, Veronica	2	12-27-19	12-28-19	12-27-19	12-27-19	CKOT	1	89.24	89.24	89.24	0.00	89.24
648438	Kristy, Robert E	2	12-27-19	12-29-19	12-27-19	12-28-19	CKOT	2	89.24	178.48	178.48	0.00	178.48
648445	Sweetland, Doug	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	104.99	104.99	104.99	0.00	104.99
648454	Martinez, Derrick	2	12-27-19	12-28-19	12-27-19	12-27-19	CKOT	1	99.24	99.24	99.24	0.00	99.24
648458	Kjosmoen, Anders	2	12-27-19	12-28-19	12-27-19	12-27-19	CKOT	1	99.24	99.24	99.24	0.00	99.24
648459	Lake, Matthew	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	97.74	97.74	97.74	0.00	97.74
648680	Bielhamilton, Marcia	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	89.24	89.24	89.24	0.00	89.24
648684	Vega, Karina	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	89.24	89.24	89.24	0.00	89.24
648686	Moeller, Sharon	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	89.24	89.24	89.24	0.00	89.24
648692	Martinez, Derrick	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	99.24	99.24	99.24	0.00	99.24
648699	Marchant, Lorie	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	97.74	97.74	97.74	0.00	97.74
648712	Harris, Christina	2	12-28-19	12-29-19	12-28-19	12-28-19	CKOT	1	89.24	89.24	89.24	0.00	89.24
648715	Thrall, John	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	91.34	91.34	91.34	0.00	91.34
648938	Thomure, Christine, Mrs	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	110.04	110.04	110.04	0.00	110.04
648943	Dutton, Greg	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	91.34	91.34	91.34	0.00	91.34
648946	Hartje, Cheryl	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	100.04	100.04	100.04	0.00	100.04
648948	Kammerer, Christine	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	91.34	91.34	91.34	0.00	91.34
648954	Shea, Bridget	2	12-29-19	12-30-19	12-29-19	12-29-19	CKOT	1	90.29	90.29	90.29	0.00	90.29
648995	Thrall, John	2	12-30-19	12-31-19	12-30-19	12-30-19	CKOT	1	91.34	91.34	91.34	0.00	91.34
649005	Shafinury, Fared	2	12-30-19	12-31-19	12-30-19	12-30-19	CKOT	1	90.29	90.29	90.29	0.00	90.29
649191	Keats, Sloane Helen	2	12-31-19	01-01-20	12-31-19	12-31-19	CKIN	1	91.34	91.34	91.34	0.00	91.34
										Tax Trn CodeTotal	29,571.64	2,880.00	32,451.64
Tax Trn Code	7101	Description	City Tax - 6%										
629691	Anderson, Daniel	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00
629692	Walsh, Sean	0	10-16-19	12-19-19	12-01-19	12-18-19	CKOT	18	94.00	1,692.00	1,692.00	0.00	1,692.00
629693	Smallwood, Clayton	0	10-20-19	12-15-19	12-01-19	12-14-19	CKOT	14	94.00	1,316.00	1,316.00	0.00	1,316.00
629697	Basant, Bradley	0	10-17-19	12-15-19	12-01-19	12-14-19	CKOT	14	94.00	1,316.00	1,316.00	0.00	1,316.00
629698	Castillo, Javier	0	10-17-19	12-18-19	12-01-19	12-17-19	CKOT	17	94.00	1,598.00	1,598.00	0.00	1,598.00
629699	Nichols, Aaron	0	10-20-19	12-15-19	12-01-19	12-14-19	CKOT	14	94.00	1,316.00	1,316.00	0.00	1,316.00
629700	Sefcik, Gordon	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00
629701	Wilmoth, Dakok	0	10-20-19	12-15-19	12-01-19	12-14-19	CKOT	14	94.00	1,316.00	1,316.00	0.00	1,316.00
629702	Ross, Stryker	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00
629703	Contra, Steven	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00

Filter From Date 12-01-19 To Date 12-31-19
 Include In-House Checked-out
 Tax Trn Codes All



Lodging Tax Exempt Report

Conf. No.	Guest Name	Tax Type	Arr. Date	Dep. Date	Exempt Beg. Date	Exempt End Date	Resv. Status	Nts.	Room Rate	Total Room Rate	Exempt Revenue	Exempt Revenue Previously Taxed	Total Exempt Revenue
Tax Trn Code	7101	Description	City Tax - 6%										
629704	Bechtold, Jason	0	10-20-19	12-19-19	12-01-19	12-18-19	CKOT	18	94.00	1,692.00	1,692.00	0.00	1,692.00
629705	Nance, Taylor	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00
629708	Baker, Tyrone	0	10-20-19	12-16-19	12-01-19	12-15-19	CKOT	15	94.00	1,410.00	1,410.00	0.00	1,410.00
636436	Swigart, Michelle	0	11-01-19	12-19-19	12-01-19	12-18-19	CKOT	18	96.00	1,728.00	1,728.00	2,880.00	4,608.00
638187	Pahl, Justin	1	12-05-19	12-07-19	12-05-19	12-06-19	CKOT	2	75.00	150.00	150.00	0.00	150.00
642941	Mark, Leonard	1	12-03-19	12-05-19	12-03-19	12-04-19	CKOT	2	96.00	192.00	192.00	0.00	192.00
643191	Pahl, Justin	1	12-05-19	12-07-19	12-05-19	12-06-19	CKOT	2	75.00	150.00	150.00	0.00	150.00
643681	Mark, Leonard	1	12-09-19	12-12-19	12-09-19	12-11-19	CKOT	3	96.00	288.00	288.00	0.00	288.00
643682	Pahl, Justin	1	12-05-19	12-07-19	12-05-19	12-06-19	CKOT	2	75.00	150.00	150.00	0.00	150.00
643683	Pahl, Justin	1	12-05-19	12-07-19	12-05-19	12-06-19	CKOT	2	75.00	150.00	150.00	0.00	150.00
644195	Vanderplas, Rachelle	1	12-11-19	12-16-19	12-11-19	12-15-19	CKOT	5	96.00	480.00	480.00	0.00	480.00
644930	Mark, Leonard	1	12-16-19	12-19-19	12-16-19	12-18-19	CKOT	3	96.00	288.00	288.00	0.00	288.00
644936	watson, Warren	1	12-12-19	12-15-19	12-12-19	12-14-19	CKOT	3	85.00	255.00	255.00	0.00	255.00
Tax Trn CodeTotal											22,537.00	2,880.00	25,417.00
Tax Trn Code	7200	Description	State Tax - 8.5%-Adj										
644439	Lyle, James	0	12-10-19	12-10-19	12-10-19	12-10-19	CKOT	1	104.99	104.99	- 104.99	0.00	- 104.99
Tax Trn CodeTotal											- 104.99	0.00	- 104.99

Tax Period	09302019	11302019	12312019
Paid	\$ 7,845.23	\$ 8,433.63	\$ 7,608.40
Amt Owed	\$ (7,452.53)	\$ (4,330.64)	\$ (6,083.38)
difference	\$ 392.70	\$ 4,102.99	\$ 1,525.02
Credit to our account	\$ 6,020.71	\$ 5628.01	

City of Truth or Consequences

505 Sims Street
Truth or Consequences,
New Mexico 87901
(575) 894-6673

LODGER'S TAX & CONVENTION CENTER TAX REPORTING FORM (PLEASE TYPE OR PRINT INFORMATION)

CURRENT DATE: March 2, 2020

STATE CRS TAX IDENTIFICATION NUMBER: _____

REPORT FOR MONTH OF: November YEAR: 2019

BUSINESS NAME: Tor C Lodging

MAILING ADDRESS: 2301 8th Ave NE Ste 120 Aberdeen SD 57401

STREET ADDRESS: 2301 F.G. Amin St.

CITY: Tor C STATE: NM ZIP: 87904

PHONE: 605-735-6000 EMAIL: abbie@questdc.net

LODGER'S TAX

GROSS TAXABLE RENT FOR LODGING: \$ 72,177.41
NUMBER OF ROOMS RENTED: 1560
LODGERS TAX REMITTED (5% OF RECEIPTS): \$ 3608.87

CONVENTION

GROSS TAXABLE RENT FOR LODGING: \$ 72,177.41
NUMBER OF ROOMS RENTED: 1560
CONVENTION TAX REMITTED (1% OF RECEIPTS): \$ 721.77
TOTAL (Lodger + Convention) \$ 4330.64

IF NOT RETURNED WITH THE REMITTANCE ON OR BEFORE THE 25TH DAY OF THE MONTH SUCCEEDING THE MONTH REPORTED YOU SHALL:

ADD PENALTY OF 10% OR \$100.00 WHICHEVER IS GREATER: \$ _____
TOTAL AMOUNT PAID INCLUDING PENTALTY: \$ 4330.64

I hereby certify that the above report is a true and correct statement of receipts subject to the City of Truth or Consequences Lodgers Tax Code 7-197 through 7-212 & Convention Center Fee Code of Ordinance 660.

Authorized Signature: Abbie Tranks
Title: Accountant

(This form must be signed and must accompany remittance)

City of Truth or Consequences

505 Elm Street
Truth or Consequences,
New Mexico 87901
(575) 894-6673

LODGER'S TAX & CONVENTION CENTER TAX REPORTING FORM (PLEASE TYPE OR PRINT INFORMATION)

CURRENT DATE: 12/20/2019

Company ID Almmn Account No. 2110

Posting Date 12/20

STATE CRS TAX IDENTIFICATION NUMBER:

REPORT FOR MONTH OF: November

YEAR: 2019

Invoice No. 12202019

Approve _____

BUSINESS NAME: Tor C Lodging

MAILING ADDRESS: 2301 8th Ave NE Ste 120 Aberdeen SD 57401

STREET ADDRESS: 2201 F.G. Amin St.

CITY: Tor C

STATE: NM

ZIP: 87904

PHONE: 605-725-6000

EMAIL: abbie@questdc.net

LODGER'S TAX

GROSS TAXABLE RENT FOR LODGING:

\$ 140,560.42

NUMBER OF ROOMS RENTED:

1560

LODGERS TAX REMITTED (5% OF RECEIPTS):

\$ 7028.02

CONVENTION

GROSS TAXABLE RENT FOR LODGING:

\$ 140,560.42

NUMBER OF ROOMS RENTED

1560

CONVENTION TAX REMITTED (1% OF RECEIPTS):

\$ 1405.60

TOTAL (Lodger + Convention)

\$ 8433.63

IF NOT RETURNED WITH THE REMITTANCE ON OR BEFORE THE 25TH DAY OF THE MONTH SUCCEEDING THE MONTH REPORTED YOU SHALL:

ADD PENALTY OF 10% OR \$100.00 WHICHEVER IS GREATER:
TOTAL AMOUNT PAID INCLUDING PENTALTY:

\$ NA

\$ 8433.63

I hereby certify that the above report is a true and correct statement of receipts subject to the City of Truth or Consequences Lodgers Tax Code 7-197 through 7-212 & Convention Center Fee Code of Ordinance 660.

Authorized Signature: Abbie Hanky

Title: Bookkeeper

(This form must be signed and must accompany remittance)

City of Truth or Consequences

505 Sims Street
Truth or Consequences,
New Mexico 87901
(575) 894-6673

LODGER'S TAX & CONVENTION CENTER TAX REPORTING FORM (PLEASE TYPE OR PRINT INFORMATION)

CURRENT DATE: March 2, 2020

STATE CRS TAX IDENTIFICATION NUMBER: _____

REPORT FOR MONTH OF: December YEAR: 2019

BUSINESS NAME: Tor C Lodging

MAILING ADDRESS: 2301 8th Ave NE Ste 120 Aberdeen SD 57401

STREET ADDRESS: 2301 F. G. Amin St.

CITY: TorC STATE: NM ZIP: 87904

PHONE: 605-735-6000 EMAIL: abbie@questdc.net

LODGER'S TAX

GROSS TAXABLE RENT FOR LODGING: \$ 101,389.59

NUMBER OF ROOMS RENTED: 1311

LODGERS TAX REMITTED (5% OF RECEIPTS): \$ 5069.48

CONVENTION

GROSS TAXABLE RENT FOR LODGING: \$ 101,389.59

NUMBER OF ROOMS RENTED: 1311

CONVENTION TAX REMITTED (1% OF RECEIPTS): \$ 1013.90

TOTAL (Lodger + Convention) \$ 6083.38

IF NOT RETURNED WITH THE REMITTANCE ON OR BEFORE THE 25TH DAY OF THE MONTH SUCCEEDING THE MONTH REPORTED YOU SHALL:

ADD PENALTY OF 10% OR \$100.00 WHICHEVER IS GREATER: \$ _____

TOTAL AMOUNT PAID INCLUDING PENALTY: \$ 6083.38

I hereby certify that the above report is a true and correct statement of receipts subject to the City of Truth or Consequences Lodgers Tax Code 7-197 through 7-212 & Convention Center Fee Code of Ordinance 660.

Authorized Signature: Abbie Franks

Title: Accountant

(This form must be signed and must accompany remittance)

City of Truth or Consequences

505 Sims Street
Truth or Consequences,
New Mexico 87901
(575) 894-6673

LODGER'S TAX & CONVENTION CENTER TAX REPORTING FORM (PLEASE TYPE OR PRINT INFORMATION)

CURRENT DATE: Jan 17th, 2020

STATE CRS TAX IDENTIFICATION NUMBER: _____

REPORT FOR MONTH OF: December YEAR: 2019

BUSINESS NAME: Tor C Lodging

MAILING ADDRESS: 2301 8th Ave NE Ste 120 Aberdeen SD 57401

STREET ADDRESS: 2201 F.G. Amin St.

CITY: Tor C STATE: NM

PHONE: 605-725-6000 EMAIL: abbie@questdc.net ZIP: 87904

LODGER'S TAX

GROSS TAXABLE RENT FOR LODGING:

NUMBER OF ROOMS RENTED:

LODGERS TAX REMITTED (5% OF RECEIPTS):

\$ 126806.59

1311

\$ 6340.33

CONVENTION

GROSS TAXABLE RENT FOR LODGING:

NUMBER OF ROOMS RENTED

CONVENTION TAX REMITTED (1% OF RECEIPTS):

TOTAL (Lodger + Convention)

\$ 126806.59

1311

\$ 1268.07

\$ 7608.40

Company ID Almmn

Account No. 2110

Posting Date

1/17/20

Invoice No.

12312019

Approve

IF NOT RETURNED WITH THE REMITTANCE ON OR BEFORE THE 25TH DAY OF THE MONTH SUCCEEDING THE MONTH
REPORTED YOU SHALL:

ADD PENALTY OF 10% OR \$100.00 WHICHEVER IS GREATER:
TOTAL AMOUNT PAID INCLUDING PENTALTY:

\$ NA

\$ 7608.40

I hereby certify that the above report is a true and correct statement of receipts subject to the City of Truth or Consequences
Lodgers Tax Code 7-197 through 7-212 & Convention Center Fee Code of Ordinance 660.

Authorized Signature: Abbie Planks
Title: Accountant

(This form must be signed and must accompany remittance)



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: **G.3**

SUBJECT: Budget Adjustment Request for JJAC

DEPARTMENT: Finance

DATE SUBMITTED: May 7, 2020

SUBMITTED BY: Carol Kirkpatrick via Rebecca Powell

WHO WILL PRESENT THE ITEM: Manager Madrid

Summary/Background:

Budget Adjustment Request for The Sierra County Juvenile Justice Advisory Council (JJAC)

Recommendation:

Approval of Budget Adjustment Request

Attachments:

- Children, Youth, and Families Department Budget, Program and Unit Adjustment Form.

Fiscal Impact (Finance): No

None

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: [Click here to enter a date.](#) Referred To: [Click here to enter text.](#)

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

File Name: CC Agendas 5-13-2020

CHILDREN, YOUTH and FAMILIES DEPARTMENT BUDGET, PROGRAM and UNIT ADJUSTMENT FORM

Adjustment No 1

x Budget Revision
x Program Funds
 Match Funds

Date: 4/14/2020

Grantee Name City of Truth or Consequences (TorC)

Grp M & C MGT Component Adjustment

Contract No.: 20-16744

More CM due to COV Project Description Revision

Program Name Sierra County Juvenile Justice Advisory Council

By May 1st Project Schedule Revision

* Use only whole numbers

Line Item Appropriation	Existing Budget	Increase	Decrease	Amended Budget
Continuum Coordinator	\$10,400.00		\$0.00	\$10,400.00
Travel	\$807.00		\$0.00	\$807.00
Youth Committee	\$300.00		\$0.00	\$300.00
4% Administrative	\$1,686.00		\$0.00	\$1,686.00
Diversion Program Individual Mentoring	\$2,000.00		\$0.00	\$2,000.00
Group Mentoring	\$13,750.00		\$4,000.00	\$9,750.00
Case Management and Mentoring Case Management	\$10,400.00	\$4,000.00	\$0.00	\$14,400.00
Assessment	\$4,500.00		\$0.00	\$4,500.00
Totals:	\$43,843.00	\$4,000.00	\$4,000.00	\$43,843.00

*Cannot Decrease under \$300.00

Justification:

The Sierra County JJAC board met electronically, due to COVID-19, to vote on a bar adjustment on the budget. With a majority vote, the board moved to decrease funds from group mentoring and to add case management funds in the amount of \$4,000. Funds were taken from group, because it had a significant amount of money still available and because no new referrals have been made for this service. Since COVID-19 began, the need for case management has risen significantly. Often, this case management looks like connecting youth and their families to needed resources, assisting with technology, tutoring and helping with a wide variety of personal, legal, and academic needs or advocacy. Attached are exchanged emails that show the board vote. Note, some board members simply did not reply to the email, but a majority still carried the vote. (Attached are vote emails)

...continue on a separate page...

I certify the above is required for efficient program operation

Authorized Signature: _____

Title: _____

Date: _____

CHILDREN, YOUTH and FAMILIES DEPARTMENT

Authorized Signature: _____

Title: _____

Approved _____

Date: _____

Disapproved _____



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: G.4

SUBJECT: Consider the recommendation of the Golf Course Advisory Board to appoint Rick Artman as a new member.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

On March 4, 2020 the Golf Course Advisory Board voted to recommend the appointment of Rick Artman to serve as a member on the Board.

Recommendation:

Appoint Rick Artman to serve as a member on the Golf Course Advisory Board.

Attachments:

- Golf Course Advisory Board Recommendation listed in their March 4, 2020 Minutes.
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

**MINUTES
TRUTH OR CONSEQUENCES
GOLF COURSE ADVISORY BOARD
MEETING March 4, 2020
5:00 P.M. T OR C MUNICIPAL GOLF COURSE**

1. Called to order: 5:01 P.M.
2. Roll Call: Darrell Grover, Marty Towner. Claudia Reames, Kay Thompson. Janice Gray.
Staff present: Bart River. No guests were present.
3. Approval of Agenda: Kay Thompson, 2nd Marty Towner
4. Approval of Minutes February 5, 2020 5:00 P.M.: Motion Claudia Reames, 2nd, Kay Thomson.

Old Business:

- A. Parts have been ordered for Tractor and should be repaired soon.
- B. A new Toro Work Cart should be arriving soon.

New Business:

- A. Darrell Grover made a motion to accept Rick Artman's application to serve as board member, 2nd Marty Towner. Motion carried.
- B. Marty Towner submitted his resignation from the board due to his full time employment with the City at the Gold Course
- C. Kay Thompson reported that plans for the Fiesta Tournament are being finalized with the help of Bart. Tournament will be held April 25, 2020. All proceeds will be donated to the HSHS Golf program. A putting contest will be held at Healing Waters Plaza during Fiesta.
- D. "Jammies for Vets Tournament will be held in July.
- E. Bart River will have a meeting on 3/10/20 with the City to discuss Budget for Golf Course.
- F. After a discussion, it was decided that Aeration of the greens would be scheduled the first part of September rather than April due to Tournaments.
- G. Motion to Adjourn, Kay Thompson. 2nd Darrell Grover. Motion carried.

Next regular meeting to be April 1, 2020 at 5:00P.M.

Chairman _____ Date _____



City of Truth or Consequences

City Board Application

Name: Rick Artman

Address: P.O. Box 134
Physical 207 Lakeshore
Elephant Butte NM 87935

Phone: 575 740-5346

Email: artman@torcschools.net

I am interested in serving as a member of TorC Municipal Golf Course Board.

My qualifications are:

Hot Springs High School Golf Coach 3yrs
Playing since 1980
Worked as counter help a SDR 3yrs
Served as Intern pro shop mgr SDR 1summer

Reason why I am interested in serving on this board:

Love Golf Want to increase interest
in Golf for youth of Sierra County

Additional comments: _____

Signature: Rick Artman



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: G.5

SUBJECT: Consider re-appointment of Peggy "Cookie" Johnson to the Sierra Vista Hospital Governing Board.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: May 7, 2020

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

WHO WILL PRESENT THE ITEM: City Manager Madrid

Summary/Background:

Ms. Johnson's term expires on June 30, 2020 and she is requesting to be re-appointed the Sierra Vista Hospital Governing Board.

Recommendation:

Re-appointment of Peggy "Cookie" Johnson to the Sierra Vista Hospital Governing Board.

Attachments:

- Re-appointment Letter
- -

Fiscal Impact (Finance): No

-

Legal Review (City Attorney): N/A

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

To: Honorable Sandra Whitehead, Mayor
Honorable Randall Aragon, Commissioner
Honorable Paul Baca, Commissioner
Honorable Brendan Tolley, Commissioner
Honorable Amanda Forrister, Commissioner

From: Peggy "Cookie" Johnson, Sierra Vista Hospital Governing Board Member

Date: 4/20/2020

Subject: Reappointment to SVH Governing Board

The City Commission appointed me to serve as a SVH Governing Board Member on May 24th, 2017. The three year term expires June 30, 2020.

This letter is my request for reappointment to the SVH Governing Board. Since serving, we, the Board, has made great strides in making SVH solvent and successful to include the building of our new hospital. The current Board works very well together and with Quorum, who latterly saved this hospital.

Due to this devastating pandemic, it is imperative that the current membership remains the same for continuity. These are trying times and experienced Board members are needed as the economy begins to open.

Find attached copies of my original request for appointment, my qualifications and the City Commission's letter appointing me to serve as a SVH Governing Board Member. Should you have any questions please call me at 575-740-2661.

Thanking you in advance for your favorable consideration which is greatly appreciated.

Respectfully

A handwritten signature in black ink that reads "Peggy 'Cookie' Johnson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Peggy "Cookie" Johnson

Reason why I am interested in serving on the board;

I believe it is imperative that we have a successful hospital in our community that our citizens have confidence in. In 1994 the hospital was going to close. The keys to the hospital were given to me by the then, administrator. As Mayor, I called an emergency meeting of the current City Commission. We presented a resolution to form a Community Hospital. The full City Commission presented this resolution to the County Commission who agreed to join us in forming the community hospital. Our hospital would have remained closed had we not come together to form a community hospital as the building would not have met code.

I am a Native of Sierra County. My family are pioneers and have been in Sierra County for generations. My father, Andy Garcia, served as Mayor for the City of T or C and inspired me to serve my community.

I have the experience, background and history to be an effective Hospital Governing Board member, representing the City of Truth or Consequences. I worked at the NM State Veteran's Home for 18 years as the Lead Investigator of Abuse, Neglect and Exploitation and retired from the State of NM in 2012.

Thank you in advance for your favorable consideration.

Peggy "Cookie" Garcia Johnson
5/19/2017

*Sandra K. Whitehead
Mayor Pro-Tem*



*Joshua Frankel
Commissioner*

*Kathleen Clark
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*

May 25, 2017

Peggy "Cookie" Johnson
PO Box 124
Williamsburg, NM 87942

RE: Sierra Vista Hospital Governing Board,

Ms. Johnson,

The City Commission of the City of Truth or Consequences, New Mexico, at their Meeting, May 24th, 2017 voted unanimously to appoint you to serve on the Sierra Vista Hospital Governing Board for a three year term to expire June 30, 2020. For your convenience, I have attached a copy of the Sierra Vista Hospital Board Qualifications/Expectations and the By-Laws for you to review.

I believe the next regular scheduled meeting will be next Wednesday at 1:00 p.m., but I suggest you contact Kathy Elverum or Wendy White at Sierra Vista Hospital for more information at (575) 894-2111 ext. 202 or by email at: kathy.elverum@svhnm.org or wendy.white@svhnm.org

If you any questions, please feel free to contact the City Clerk's Office at (575) 894-6673, or by email to: rcantin@torcnm.org

We sincerely appreciate your willingness to serve on this Board.

Sincerely,

Renee L. Cantin, CMC
City Clerk-Treasurer

Encl: SVH Board Qualifications/Expectations
SVH By-Laws

CC: Kathy Elverum, SVH



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: May 13, 2020

Agenda Item #: G.6

SUBJECT: Discussion regarding the City Commission Rules of Procedure.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: May 7, 2020
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Manager Madrid

Recommendation:

None. Discussion Only

Attachments:

- Current City Commission Rules of Procedure

Fiscal Impact (Finance): N/A
\$0.00

Legal Review (City Attorney): Yes

Will request to review the Resolution and the proposed amendment to the Rules.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 5-13-2020

City of Truth or Consequences Commission RULES OF PROCEDURE



**ADOPTED OCTOBER 24, 1994 – RESOLUTION NO. 10-94/95
AMENDED MAY 9, 2006 – RESOLUTION NO. 24-06/07
AMENDED JANUARY 26, 2010 – RESOLUTION NO. 19-09/10
AMENDED MAY 8, 2012 – RESOLUTION NO. 33-11/12
AMENDED SEPTEMBER 25, 2012 – RESOLUTION NO. 14-12/13
AMENDED MARCH 22, 2016
AMENDED APRIL 25, 2017
AMENDED AUGUST 23, 2017
AMENDED MARCH 14, 2018
AMENDED SEPTEMBER 26, 2018
AMENDED JANUARY 23, 2019
AMENDED AUGUST 14, 2019 – RESOLUTION NO. 14 19/20**

CITY OF TRUTH OR CONSEQUENCES COMMISSION RULES OF PROCEDURE

SECTION 1 – GENERAL PROVISIONS

RULE 1. COMMISSION MEETING – LOCATION

All regular, special, and emergency meetings of the City Commission shall be held at the City Commission Chambers, 405 West 3rd Street as specified in the Open Meetings Resolution. [Resolution No. 2-94/95] [Amended – Resolution No. 24-05/06]

RULE 2. COMMISSION MEETING – TIME

The regular meetings of the City Commission shall be held Pursuant to the Open Meetings Act Resolution adopted annually. [Resolution No. 2-94/95] [Amended – Resolution No. 24-05/06] [Amended – Resolution No. 28 15/16]

RULE 3. COMMISSION MEETINGS – OPEN TO THE PUBLIC

All meetings of the City Commission and of committees thereof held for the purpose of formulating public policy or for the purpose of taking any action within the authority of or the delegated authority are declared to be public meetings open to the public at all times, except as otherwise provided for in the state constitution or the Open Meetings Act (§10-15-1 et seq. NMSA 1978).

RULE 4. ELECTION OF OFFICERS

Procedures for electing officers are as follows:

- (a) At the first organizational meeting of the new City Commission, the members thereof select one of its members to act as Mayor for two years. The Mayor has all the powers and duties of a Commissioner as well as the right to vote on all matters that come before the City Commission. (§3-14-10 NMSA 1978).
- (b) In conjunction with the above election, a Mayor Pro Tempore shall also be elected in a like manner.
- (c) The above elections shall be by affirmative motion.

RULE 5. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Commission, and be recognized as the official head of the City for all ceremonial purposes, civil process and for military purposes (§3-14-10 NMSA 1978). The Mayor has no regular administrative or executive duties. In case of the Mayor's absence or temporary disability, the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. In case of the absence or

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temporary disability of the Mayor and the Mayor Pro Tempore, a Mayor Pro Tempore selected by members of the City Commission shall act as Mayor during the continuance of the absences or disabilities. The Mayor or Mayor Pro Tempore are referred to as "Presiding Officer" from time to time in these Rules of Procedures. The Presiding Officer shall preserve order and decorum and have general direction of the meetings; Announce the business before the Body in the order in which it is to be acted upon; and Recognize the speakers entitled to the floor and guide and direct the proceedings of the body.

RULE 6. QUORUM

A quorum is necessary for the governing body to conduct business at any meeting. A quorum is a simple majority of all the commissioners including the Mayor. A majority vote of all the members of the City Commission is required to adopt an ordinance or resolution and certain other actions as required by law or ordinance. (§3-17-3 NMSA 1978). The City Commission may adjourn from time to time, provided that written notice of said adjournment be posted on the exterior Chamber door and at the City Clerk's office. City Commission meetings adjourned under the previous provision shall be considered a regular meeting for all purposes.

RULE 7. ATTENDANCE, EXCUSED ABSENCES

Members of the City Commission may be excused from attendance from a meeting by complying with this section. The member shall contact the City Manager or City Clerk prior to the meeting and state the reason for his/her inability to attend the meeting who shall convey the message to the Presiding Officer. The Presiding Officer shall inform the City Commission of the member's absence and excuse the member's absence. The Clerk will make an appropriate notation in the minutes.

RULE 8. SPECIAL AND EMERGENCY COMMISSION MEETINGS

Procedures for setting a special meeting are as follows:

- (a) A special meeting may be called only by a majority of the members of the City Commission.
- (b) Notice of the special meeting shall be given with no less than seventy-two hours' notice before such meeting. The notice shall specify the business to be conducted and shall be broadcast over the radio, or in the alternative, be posted as set forth in the Open Meetings Resolution.

Procedures for setting an emergency meeting are as follows:

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- (a) An emergency meeting may be called only under circumstances that , if not addressed immediately by the City Commission, will likely result in injury or damage to persons or property or substantial financial loss to the City.
- (b) Emergency meetings may be called by the Mayor or a majority of the City Commission by giving whatever notice is possible and reasonable under the circumstances.

RULE 9. COMMISSION MEETING AGENDA

The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare an agenda for the City Commission. An electronic copy of the agenda and supporting materials shall be prepared for the City Commission members, the City Manager, the City Clerk, and the press at least five (5) days before a regular City Commission meeting. The City Commission shall have the option of deleting any item from the agenda or deferring an item on the agenda to a subsequent meeting. The Presiding Officer or any Commission member may introduce a new item to the agenda by Noon *seven (7) days* before a meeting.

Persons wishing to be placed on the agenda must submit an Agenda Request Form with complete written documentation to the City Clerk, a member of the City Commission or City Manager. The City Manager shall make the determination whether to forward to the City Clerk to be place on the agenda. All requests are due by noon, seven (7) days prior to the meeting. Requests, which do not include detailed information on the proposed subject matter, will not be placed on the agenda.

The City Commission deals with a variety of routine items that do not require individual action or discussion. These items include accounts payable, meeting minutes, etc. These types of items shall be listed on a "Consent Calendar" where one (1) action approves all items. However, if an individual Commissioner wishes to discuss a particular item, then that item shall be removed from the said "Consent Calendar" during the "Approval of the Agenda" portion of the meeting. (See Rule 16. E-3)

RULE 10. WORKSHOPS

Special Workshops, or regular City Commission meetings that may be canceled by the Presiding Officer in accordance with law, may be designed as Workshops where no official action is contemplated. Workshops may be conducted informally so long as such informality is not in conflict with these rules. The City Clerk, under the direction of the City Manager, shall arrange a City Commission Workshop agenda for the Workshop. The Workshop agenda shall, for each item, contain the Workshop Item. After the proposed Workshop agenda has been approved by the City Manager, an electronic copy of it along with any supporting materials shall be prepared for City Commission members, the City Manager, the City Clerk and the press at least *seventy-two (72) hours*

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before the City Commission Workshop. During the Workshop, the Presiding Officer may; 1) introduce the subject and give background information; 2) identify the eventual goal of the Workshop, and; 3) act as facilitator to keep the meeting discussion focused to the subject.

RULE 11. CITY MANAGER

The City Manager, as the chief administrative, and executive officer and head of the executive branch of City government or his/her designee, shall attend all meetings unless excused by the Presiding Officer or City Commission. The City Manager may take part in the City Commissioner's discussion on all matters on the agenda, and otherwise concerning the welfare of the City. Except when clearly undesirable or unnecessary, the commission shall request the opinion of the manager on any proposed measure (§3-14-14 NMSA 1978). The City Manager has a seat at commission meetings, but does not have a vote. In the event that the City Manager is unable to attend a City Commission meeting, the City Manager shall appoint another qualified staff member to attend the meeting on behalf of city management.

RULE 12. CITY CLERK

The City Clerk shall be ex-officio Clerk of the City Commission, and shall keep minutes and shall perform such other and further duties in the meeting as may be required by the City Commission, Presiding Officer, or City Manager. In the absence of the City Clerk, the Clerk or the City Manager shall appoint another qualified staff member to act as Clerk.

RULE 13. FORMS OF ADDRESS

The Mayor shall be addressed as "Mayor", "Your Honor", or "Mr. /Madam Mayor". The Mayor Pro-Tempore, when acting for the Mayor, shall be addressed as "Mayor". Members of the City Commission shall be addressed as "Commissioner".

RULE 14. APPEARANCE OF FAIRNESS DOCTRINE

Appearance of Fairness Doctrine and its Application.

When public hearings give the public not only the right to attend, but the right to be heard as well, the hearings must not only be fair, but must appear to be so.

It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows; 1) Would a disinterested person, having been appraised of the totality of a board member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist?

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If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided.

RULE 15. RULES OF ORDER

The City Commission members shall be governed by the “City Commission Rules of Procedure”.

RULE 16. ORDER OF BUSINESS

The second Regular City Commission meeting of each month will not include Public Comment other than any required Public Hearings that are scheduled on the agenda for the meetings held on the fourth Wednesday of every month.

On those meeting days or within the same week, the City Manager or his designee will hold a Town Hall Meeting in the evening at the Commission Chambers for those who wish to make Public Comments and bring up any city related issues they may have. The City Manager will report to the Commission on the discussion and any items he feels may need to go to the Commission will be added to a future agenda.

The City Commission may use the following as a guideline for the business of all regular meetings of the City Commission. However the Presiding Officer may, during a City Commission meeting, re-arrange items in the agenda to conduct the business before the City Commission more expeditiously.

A. Call to Order by the Presiding Officer

B. Introduction

- 1. Roll Call (See Rule 7 for procedure to excuse an absence).**
- 2. Silent Meditation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**

C. Presentations (10 Minutes)

D. Comments from the Public (1st Regular Meeting of the month only) (for Items not on the agenda – see Rule 17 for procedural details.)

E. Response to Public Comments

F. Consent Calendar

1. The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been;
 - a. previously discussed by the City Commission, or;

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- b. based on the information delivered to members of the City Commission by administration that can be reviewed by a Commission member without further explanation or;
 - c. are so routine or technical in nature that passage is likely, or;
 - d. as directed by the City Commission.
2. The Presiding Officer shall read the Consent Calendar, including the titles of any resolutions contained therein.
3. Prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any City Commission member wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for the current or a future meeting.

G. Public Hearings (see Rule 17 for procedural details)

H. Ordinances, Resolutions, and Zoning (see Rule 17 for Public Hearing procedural details).

I. Unfinished Business

J. New Business

K. Reports

1. City Manager
2. City Attorney
3. City Commissioners

(k) Executive Session (Taken action as needed)

(l) Return to regular Session (if applicable) – **Take action on Executive Session items as needed.**

(m) Adjournment

RULE 17. ACTIONS FOR “COMMENTS FROM THE PUBLIC” OR A PUBLIC HEARING

The procedures for “Comments from the Public” are as follows:

During the first Regular Meeting of each month any member of the public may sign up with the City Clerk to request time to address the City Commission. The Presiding Officer in his/her discretion may then allow the comments, subject to a time limitation of

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three (3) minutes. Following such comments, the City Commission may place the matter on a future agenda, or refer the matter to the City Manager for investigation and report. After the close of all public comments, the City Commissioners may immediately respond to the public comments or respond to the public comments during the "Response to Public comment" section at the next regularly scheduled City Commission Meeting.

Prior to the start of "Comments from the Public", all persons wishing to be heard shall give their names and addresses.

The following rules of conduct shall apply to all public comment:

Decorum is mandatory. No derogatory or degrading comments directed at staff or the City Commission will be tolerated during public comment.

No comments shall be made from any other location than the podium and anyone making "out of order" comments as determined by the Presiding Officer may be subject to removal from the meeting. In that regard, a police officer may be present to enforce these rules of conduct.

There will be no demonstrations during, or at the conclusion, of anyone's presentation. No extensions of time shall be given to any speaker, and no sharing or passing of time to other speakers shall be permitted.

If it appears that a group of speakers desire to speak on a particular subject, that group shall delegate a spokesperson to speak for the entire group. This will prevent repetitious comments and prevent the wasting of time.

Any person making a public comment may also supplement their comment by submitting documents. Such documents, however, must be deposited into a receptacle that is designated by the chair. The speaker may not approach the Commissioners without the express consent of a majority vote of the Commission. At the close of the open portion of the City Commission meeting, the City Clerk shall collect the deposited documents from the receptacle.

Any person who violates the rules of conduct may be subject to having their speaking privileges removed at future City Commission Meetings or may be subject to removal from that particular meeting as determined by a majority vote of the City Commission.

The Procedures for a "Public Hearing" are as Follows:

(a) Prior to the start of a public hearing all persons wishing to be heard shall give their name and address and whether they wish to speak as a proponent, opponent, or otherwise. The time limit for each speaker shall be limited to five (5) minutes. In public hearings that are not of a quasi-judicial nature, the time limit for each speaker shall be limited to five (5) minutes. The Presiding Officer, subject to concurrence of the majority of the City

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Commission, may extend time limits and otherwise control presentation, The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groups (i.e. proponents, opponents, adjacent owners, vested interests, etc.). However, the following shall be determined a reasonable guide.

- (b) The Presiding Officer introduces the agenda item, opens the public hearing, and asks for comments for or against the item at hand.
- (c) At the outset of each public hearing or meeting to consider a zoning amendment or zoning reclassification the Presiding Officer will announce the legal standards for zoning amendments and ask the parties to limit their presentations to information within the scope of the standards.
- (d) The Presiding Officer calls upon the City Manager to describe the matter under consideration.
- (e) The Presiding Officer calls for proponents.
- (f) The proponents now speak. (Note: If the City itself is the proponent, a member or members of the Administration shall be designated to give proponent and rebuttal testimony).
- (g) Opponents speak.
- (h) The Presiding Officer calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new materials. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.
- (i) The Presiding Officer inquires as to whether any City Commission members have any questions to ask the proponents, opponents, or administration. If any City Commission member has questions, the appropriate individual will be recalled to the podium.
- (j) The Presiding Officer closes the public hearing.

RULE 18. VOTING

The votes during all meetings of the City Commission shall be transacted as follows:

- (a) Each Commissioner in attendance must vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which abstention is recognized. (See 18.f)

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- (b) Unless otherwise provided for by statute, a Roll call vote shall be taken for final adoption of ordinances, resolutions, and to adjourn into Executive Session by the Clerk.
- (c) In case of a tie in votes on any proposal, any Commissioner may request the item be put on the next agenda.
- (d) Every member who was in the City Commission chambers when the question was put, shall give their vote unless the City Commission, for special reasons, shall excuse the member by motion or unless the City Commission member is excused in accordance with Rule 7. A City Commission member who “abstains” will be recorded as neither an “aye” or “nay” vote.
- (e) A majority vote of all the members of the City Commission is required to adopt an ordinance or resolution and certain other actions as required by law or ordinance. (§3-17-3 NMSA 1978).
- (f) A member of the City Commission shall recuse himself/herself from participating in a particular item on the agenda when such member 1) has a conflict of interest as described in the Government Conduct Act, 10-16-1, et seq., or 2) the totality of circumstances would create a reasonable public perception that such member cannot participate in that particular item in a fair and impartial manner. In such event, the member shall explain his/her reasoning prior to the item being discussed by the City Commission. The recusing member shall then remove himself/herself from the City Commission chambers prior to the commencement of any discussion of that particular agenda item, and shall not vote on such item.

RULE 19. DECORUM

- (a) Members of the City Commission shall confine their remarks to the question under discussion or debate, avoiding personal references or attacks on fellow members, staff members or members of the public. No member of the City Commission shall engage in private discourse or commit any other act tending to distract the attention of the Governing body from the business before it.
- (b) A member who resorts to persistent irrelevance or persistent repetition may be directed to discontinue his speech by the presiding officer.
- (c) Point of Order. A Commissioner may call attention to the violation of the rules or a mistake in procedure by rising a point of order. The presiding officer may permit a full explanation before ruling on the claim and may submit the question to the Governing Body for decision by a majority vote.

RULE 20. COMMITTEES

The Committee structure of the City Commission and the procedures governing, all committees shall be as follows:

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(a) Special ad Hoc Citizen Advisory Committees:

Special as hoc citizen advisory committees may be created by the City Commission for a particular purpose. Committee members shall be appointed by the City Commission. The Presiding Officer shall appoint the chair of the Committee. Citizen study committee shall sunset at the end of their mission, but no later than the end of each calendar year unless specifically continued by the City Commission thereafter for a specified time period. One City Commission member, and one alternate City Commission member, may be appointed as a member and liaison of a Citizen advisory committee.

RULE 21. ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS

An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. City Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty.

An enacted resolution is an internal legislative act, which is a formal statement of policy concerning matters of special or temporary character. City Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired.

An enacted motion is a form of action taken by the City Commission to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law.

RULE 22. RESOLUTIONS

A resolution may be put to its final passage on the same day on which it is introduced. The title of each resolution shall in all cases be read prior to its passage, provided, should a majority of the City Commission members present request that the entire resolution or certain of its sections be read, such requests shall be granted. Printed copies shall be made available to interested persons during normal and regular business hours of the City Clerk upon request and payment of a reasonable charge for reproduction.

RULE 23. ORDINANCES

The procedure for ordinances are as follows:

(a) Notice by publication of the title and subject matter of any ordinance

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proposed for adoption by the City Commission must take place at least two weeks prior to consideration of final action upon the ordinance in open session. This does not apply to ordinances dealing with an emergency declared by the Mayor to be an immediate danger to the public health, safety and welfare of the City, or to ordinances, the subject matter of which is amending a city-zoning map. The title of each ordinance shall in all cases be read prior to its passage; provided, should a majority of the City Commission members present request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available to interested persons during normal and regular business hours of the City Clerk upon request and payment of a reasonable charge beginning with the date of publication and continuing to the date of consideration by the City Commission.

- (b) If a Motion to pass an ordinance fails, any Commissioner may request the ordinance be put on a future agenda after six (6) months.
- (c) Any ordinance amending or repealing any portion of the City Code of Ordinances shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 24. PERMISSION REQUIRED TO ADDRESS THE COMMISSION

Persons other than City Commission members and management may be permitted to address the City Commission upon recognition and introduction by the Presiding Officer or the chair of the appropriate City Commission committee.

RULE 25. COMMISSION RELATIONS WITH BOARDS, COMMISSIONS AND ADVISORY COMMITTEES

All boards, commissions and City Commission citizen advisory bodies shall provide the City Commission with copies of any minutes taken of meetings. Communications from such boards, commissions and bodies to the City Commission shall be recorded in the minutes as follows.

Any such communication shall be officially acknowledged by the City Commission and receipt noted in the minutes.

RULE 26. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE, TELEPHONE DEVICES – PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, floodlights, or similar artificial illumination, or telephone devices shall be used at City Commission Meetings without the consent of the Presiding Officer or a majority of the City Commission. All cellular telephones shall be either turned off or

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placed on a non-audio setting. Reasonable effort shall be made to accommodate the use of audio and video recording devices.