

*Sandra Whitehead*  
Mayor

*Amanda Forrister*  
Mayor Pro-Tem

*Frances Luna*  
Commissioner



*Paul Baca*  
Commissioner

*Vacant*  
Commissioner

*Bruce Swingle*  
City Manager

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

## REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, OCTOBER 13, 2021; TO START AT 9:00 A.M.

### A. CALL TO ORDER

### B. INTRODUCTION

#### 1. ROLL CALL

Hon. Sandra Whitehead, Mayor  
Hon. Amanda Forrister, Mayor Pro-Tem  
Hon. Paul Baca, Commissioner  
Hon. Frances Luna, Commissioner

#### 2. SILENT MEDITATION

#### 3. PLEDGE OF ALLEGIANCE

#### 4. APPROVAL OF AGENDA

### C. PRESENTATIONS (10 Minutes):

1. Certificate of Appreciation to Code Enforcement Officer Raymond Chavez for 25 years of public service and retirement. Mayor Whitehead and Victor Rodriquez, Chief of Police

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

### E. CONSENT CALENDAR

1. City Commission Regular Minutes, September 22, 2021
2. Acknowledge Regular Lodgers Tax Advisory Minutes, July 26, 2021
3. Acknowledge Regular Planning & Zoning Minutes, August 2, 2021
4. Acknowledge Regular Library Advisory Board Minutes, September 27, 2021
5. Accounts Payable, September 2021



#### F. PUBLIC HEARINGS

1. Public Hearing/Public Input: Presentation and Public input regarding the Automated Water Meter Project. Alex Montano, YearOut Energy Services

#### G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 25 20/21 Budget Adjustment Request. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 26 21/22 amending fees for Vista Memory Gardens Cemetery and Hot Springs Cemetery. Ryan Lawler, Parks Manager and OJ Hechler, Community Services Director
3. Discussion/Action: Resolution No. 27 21/22 establishing swimming pool user fees for the J.A. Hodges Municipal Pool. Kyle Blacklock, Pool Manager and OJ Hechler, Community Services Director
4. Discussion/Action: Resolution No 28 21/22 A resolution requesting a change to the Public Employees Retirement Association of New Mexico (PERA) Return to Work Provisions. City Manager Swingle
5. Discussion/Action: Resolution No 29 21/22 establishing fuel fees at the T or C Municipal Airport. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Resolution No 30 21/22 Truth or Consequences Multimodal Transportation Safety Plan. City Manager Swingle
7. Discussion/Action: Publication of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 7-201 (G) of the Code pertaining to Lodgers Tax Exemptions. City Manager Swingle
8. Discussion/Action: Publication of Ordinance No. 721 pertaining to the regulation of possession, cultivation, and consumption of recreational and medical cannabis in the City of Truth or Consequences. City Manager Swingle

#### H. NEW BUSINESS

1. Discussion/Action: Approval of Lodger's Tax Funding Guidelines. Tammy Gardner, Executive Assistant
2. Discussion/Action: Approve recommendation from the Planning and Zoning Commission for Summary Plat Amendment at 905-907 Palo Verde, Truth or Consequences, NM. Traci Alvarez, Assistant City Manager
3. Discussion/Action: Approve recommendation from the Airport Advisory Board for the installation of the Tetrahedron provided by the EAA (Experimental Aircraft Association). Traci Alvarez, Assistant City Manager
4. Discussion/Action: Award Recommendation for Invitation to Bid (ITB) #21-22-00 3 to Bartoo Sand and Gravel, Inc. for Road Materials and Equipment Rental. Carol Kirkpatrick, Finance Director
5. Discussion/Action: Approval of Contract with Bartoo Sand and Gravel, Inc. Carol Kirkpatrick, Finance Director
6. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
7. Discussion/Action: Approval of Agency Agreement between Leads Online and the Truth or Consequences Police Department. Victor Rodriquez, Chief of Police
8. Discussion/Action: Recruitment procedure or possible appointment of a qualified elector to fill the vacancy of City Commissioner Position II. City Manager Swingle
9. Discussion/Action: Approval of MOU Between the City of Truth or Consequences and Sierra Electric Cooperative, Inc. City Manager Swingle

H. NEW BUSINESS Continued...

10. Discussion/Action: Approval to hold one meeting in November on November 17<sup>th</sup> and one meeting in December on December 15<sup>th</sup> in lieu of regular scheduled meetings for November and December 2021. Angela A. Torres, City Clerk-Treasurer
11. Discussion/Action: Consider appointment of Susanne Carlstedt to serve as a member on the Public Arts Advisory Board. Angela A. Torres, City Clerk-Treasurer

I. REPORTS

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

J. ADJOURNMENT

**The meeting will be broadcast live through KCHS on 101.9 FM.**

**If you do not wish to attend the meeting, but would like to give public input, please submit your comments to [torcpubliccomment@torcnm.org](mailto:torcpubliccomment@torcnm.org), by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Tuesday, October 12, 2021.**

*If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the City Clerk's Office, at 505 Sims Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6673 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.*

**NEXT REGULAR CITY COMMISSION MEETING OCTOBER 27, 2021**



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: C.1

**SUBJECT:** Certificate of Appreciation to Code Enforcement Officer Raymond Chavez for 25 years of public service and retirement.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** Angela A. Torres

**WHO WILL PRESENT THE ITEM:** Mayor Whitehead and Victor Rodriguez, Chief of Police

**Summary/Background:**

Mayor Whitehead and Police Chief Rodriguez will present a certificate of appreciation to Code Enforcement Officer Raymond Chavez for 25 years of public service with the City of Truth or Consequences.

**Recommendation:**

Presentation Only.

**Attachments:**

Certificate

**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 Agenda 10-13-2021



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: E.1

**SUBJECT:** City Commission Regular Minutes, September 22, 2021  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** October 7, 2021  
**SUBMITTED BY:** Angela A. Torres, Clerk-Treasurer  
**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

Minutes approval.

**Recommendation:**

Approve the minutes.

**Attachments:**

- CC Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, SEPTEMBER 22, 2021**

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Sandra Whitehead at 9:00 a.m., who presided and Dawn Barclay, Deputy City Clerk, 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. Amanda Forrister, Mayor Pro-Tem  
Hon. Paul Baca, Commissioner  
Hon. Randall Aragon, Commissioner  
Hon. Frances Luna, Commissioner via teleconference

Also Present: Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Dawn Barclay, Deputy City Clerk  
Jay Rubin, City Attorney  
Carol Kirkpatrick, Finance Director

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 Commissioner Aragon to lead the Pledge of Allegiance.

**4. APPROVAL OF AGENDA:**

**Mayor Pro-Tem Forrister moved to approve the agenda with the removal of items F.2 & G.9. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

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

**1. Certificate of Appreciation to Linda DeMarino for serving MainStreet since 2009:**

Mayor Whitehead presented a certificate of appreciation to Linda DeMarino for diligently serving MainStreet Truth or Consequences since 2009.

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

Sophia Peron addressed the Commission with comments related to:

- (1) The Transmission line construction on a two mile stretch, along Ash Street from 1<sup>st</sup> to 9<sup>th</sup> street.

Rick Dumiak addressed the Commission with comments related to:

- (1) Why he is being charged the \$8 customer charge, and the \$50 meter reading fee. (Copy of reference attached hereto and made a part hereof).

OJ Hechler addressed the Commission with comments related to:

- (1) A cat & dog adoption program at the Animal Shelter.
- (2) Spay & Neuter program at the Animal Shelter.

Tara Manning addressed the Commission with comments related to:

- (1) A cat & dog adoption program at the Animal Shelter.

Audon Trujillo addressed the Commission with comments related to:

- (1) Personnel Policies.
- (2) Selection Committee for a City Attorney. (Complete copy attached hereto and made a part hereof).

David Koonce addressed the Commission with comments related to:

- (1) Various Comments. (Complete copy attached hereto and made a part hereof).

Tana Spouses addressed the Commission with comments related to:

- (1) How to access information for people running for local elections.
- (2) She requested a copy of the City Comprehensive Plan.
- (3) She recommended that ramifications of climate change be added to the City of Truth or Consequences Personnel Policy.

Ariel Dougherty addressed the Commission with comments related to:

- (1) Various Comments. (Complete copy attached hereto and made a part hereof).



TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901



RICHARD M DUMIAK  
RICHARD M DUMIAK  
705 CHARLES  
TRUTH OR CONSEQUENCES, NM 87901

Account Number	AMOUNT DUE
4170-18998-02	\$270.55
Due Date	After Due Date Pay
9/14/2021	\$274.56
Billing Date	Penalty Date
8/31/2021	9/16/2021
Service From	Service To
6/23/2021	7/23/2021
Service Address	
705 CHARLES AVE	

PREVIOUS BALANCE	\$301.63
PAYMENTS	(\$303.95)
PENALTIES	\$2.32
ADJUSTMENTS	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

	PREVIOUS READING	CURRENT READING
Wat	727	729
Elec	655	2,024
Elec		
Sew		Sewer Average
Ref		

USAGE

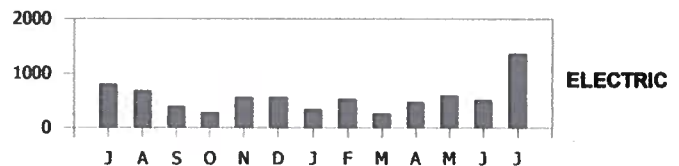
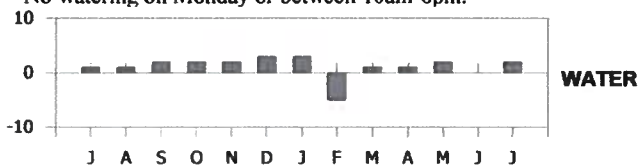
2  
1,369

1

<b>WATER TOTAL CHARGE</b>	<b>15.50</b>
ENERGY COST ADJ	56.68
EL TOTAL CHARGE	131.21
<b>SEWER TOTAL CHARGE</b>	<b>16.34</b>
<b>TRASH CHARGE</b>	<b>31.47</b>
Tax	\$19.15
<b>CURRENT BILL</b>	<b>\$270.55</b>
<b>AMOUNT DUE</b>	<b>\$270.55</b>
AMOUNT DUE AFTER 09/14/2021	\$274.56

CITY OF TRUTH OR CONSEQUENCES WATER CONSERVATION IS IN EFFECT FROM APRIL-SEPTEMBER.

Even address Tuesday, Thursday and Saturday  
Odd address Wednesday, Friday and Sunday  
No watering on Monday or between 10am-6pm.



CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901



TRUTH OR CONSEQUENCES  
505 Sims St  
Truth or Consequence, NM 87901

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

Account Number	AMOUNT DUE
4170-18998-02	\$270.55
Due Date	After Due Date Pay
9/14/2021	\$274.56
Account Name	
RICHARD M DUMIAK	
Service Address	
705 CHARLES AVE	
Amount Enclosed	



## City of Truth or Consequence

<b>ELECTRIC</b>					
		CUSTOMER		LV1	.09 PER kw
DESCRIPTION		CHARGE		CHG	
Residential		\$ 8.00		0.1314	per kwh
City Departments				0.108	per kwh
City Street Lights				4.750	per light
Mims Street Lights		\$ 2.12			
Small Commercial 1 Phase		\$ 10.00		0.136	per kwh
Small Commercial 3 Phase		\$ 12.00		0.136	per kwh
Large Commercial 1 Phase		\$ 23.25		0.118	per kwh
Large Commercial 3 Phase		\$ 25.50		0.118	per kwh
Demad - Large Commercial				\$8.00	per kw
YardLight		\$ 5.57			
<b>WATER</b>					
		CUSTOMER	MIN	LV1	LV1
DESCRIPTION		CHARGE 0-2000	CHARGE	USE	CHG
Residential		\$ 15.50		2001-7000	\$ 2.71
Commercial		\$ 15.50		2001-7000	\$ 2.71
City - Landscaping					\$ 0.64
Industrial		\$ 91.91	\$ 91.91	for first 50K gallons	
WMBG Residential		\$ 15.50		2001-7000	\$ 2.71
WMBG Commercial		\$ 15.50		2001-7000	\$ 2.71
City Water		\$ 15.50		2001-7000	\$ 2.71
Outside City Limits			\$ 15.50	for first 3,000 gallons	
Effluent Water			\$1.35	per 1,000 gallons + \$25.0	
<b>SEWER</b>					
		CUSTOMER	LV1		
DESCRIPTION		CHARGE	CHG		
Commercial		\$ 12.36	\$ 4.18	per 1,000 gallons	
SW Residential Averaged		\$ 12.36	\$ 4.18	per 1,000 gallons	
SW WMBG Commercial		\$ 19.72	\$ 4.18	per 1,000 gallons	
SW WMBG - Residential Average		\$ 19.72	\$ 4.18	per 1,000 gallons	
SW Bathhouse Commercial		\$ 41.21			
SW Residential Bathhouse		\$ 13.41			
<b>SANITATION</b>			<b>SANITATION PO</b>		
		CUSTOMER			
DESCRIPTION		CHARGE			
Residential Poly Cart		\$ 31.47		Dumpster	
Commercial Class 1		\$ 63.10		Residential Additional Poly C	
Commercial Class 2		\$ 100.56		Basic Commercial Poly Cart	
Commercial Class 3		\$ 147.30		Commercial Additional Poly	
Commercial Class 4		\$ 197.28			
Commercial Class 5		\$ 568.05			

## **Torres, Angela**

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**From:** Audon Trujillo <audont@yahoo.com>  
**Sent:** Wednesday, September 22, 2021 8:46 AM  
**To:** TorC City Clerk; Torres, Angela  
**Subject:** Public Comment for T or C City Commission Meeting 9-22-2021

Please include this in the City's official record of the minutes of today's City Commission Meeting.

Audon Trujillo, Jr.  
Cell Phone (575) 740-7855

Bruce Swingle our City Manager told me yesterday afternoon that - on the recent selection committee composed of three individuals selecting a lawyer for the city - he qualified as "the" subject matter expert on the committee. The other two individuals serving on the selection committee were Tracy Alvarez (Community Development Director) and Angela Torres (City Clerk).

Here are common definitions of the term "subject matter experts".

A subject-matter expert (SME) is a person who is an authority in a particular area or topic.

A subject matter expert has a deep understanding of a particular topic and can help improve products, solve problems, or meet technical challenges.

The subject matter expert (SME) provides the knowledge and expertise in a specific subject, business area, or technical area for a project/program.

Bruce is not a qualified SME for selecting a lawyer! You, as our commissioners, have the authority and responsibility to ensure that the personnel policies being followed by the city will yield highly qualified employees. As such is incumbent upon you to ensure that the written personnel policies include subject matter expert's in our employee selection committees.

David Koonce  
217 B, North Cedar Street  
T or C, NM. 87901

Mayor, Sandra Whitehead  
505 Sims Street  
T or C, NM. 87901

Dear, Mayor Whitehead

Please share this letter with City Counsel .

I have been in Truth or Consequences now for nine years by doctor's orders to move to the drier climate of Arizona, due to my crippling arthritis. Being from a small town in Southern Louisiana that is similar to Truth or Consequences, I thought this was a nice town, but then again I was only here for less than a week.

After going to the library, and explaining that I was from "out of state" and given the third degree for not having a New Mexico ID, I was finally allowed to use the computer to learn a little more about Truth or Consequences. I learned that Truth or Consequences is just as dry as Arizona, so I decided that this small town would be better than the larger city that I was planning to go too.

I found an apartment, a church, made awesome friends. After a while, my friends wondered why I kept calling the city by its full name {Truth or Consequences} when everyone called it (T or C). In the same conversation, I was told "don't be fooled, T or C, does not mean Truth or Consequences. It really means Trashed and Corrupt. Where the city is Trashed and the city officials are Corrupt (along with all the city departments)."

In the nine years that I have been here in Truth or Consequences, it is getting harder and harder to see the honesty in the city, however, the Trashed and Corrupt part seems to be showing up more and more in my eyes.

I can not, nor will I try to speak for the residents of Sierra County. This is something that I would like to see happen. Please develop a "Report Card" for the city that has the City Departments like a School with different Subjects. With space so residents can give a reason for the grade and a space on how things can be improved.

Being hearing impaired myself, my ways of contacting people is by text message, US Mail, Face to Face (without Masks) because I lip read. Due to Covid-19, I understand why the state and city shut down. Now everything is with masks or online. I do not have internet service due to it being overpriced, since I am on a fixed income.

How can I get involved? How can I make a difference to turn Trashed and Corrupt, N.M. back into Truth or Consequences. Or would you rather keep it the way it is as Trashed and Corrupt?

David Koonce

Public Comment – Truth or Consequences City Commission – September 22, 2021  
Ariel Dougherty – Caballo Road

At the last Commission meeting, a new member of our community, Mr. Bauers, rose to encourage collaboration. He noted that we citizens possess many skills to improve our circumstances and fix problems that face our City. I wholeheartedly agree. It is in your hands, Mayor and Commissioners, to embrace the input citizens offer and foster tranquillity for our City.

On the issue of the City's personnel policy discussed in a Public Hearing September 8<sup>th</sup>, there were many nodding heads among you Commissioners that the CONSIDERABLE contributions from Audon Trujillo be considereed. He provided you a book. You projected that he would be called upon to weigh in and provide his many years of experience in finalizing the personnel policy. Did that happen? Simply, no. That proposed policy ITEM F. 3. is again on your agenda today. Are deliberations and input of the last meeting incorporated? Please, table the issue for further input with Mr. Trujillo.

Item G.2 is a contract approval for almost \$1.2 million for the new transformer. Isn't this the issue that at the last meeting you just gave permission to ask for a loan from the NMFA? Such a loan can not have been approved yet. I recommend you wait to sign this contract when the necessary funds you seek are actually in place.

The RFP process for a lawyer is deeply disappointing and disturbing, ITEM G. 3 & 4. Three weeks is not a sufficient bid time for a complicated application process. It is no WONDER that only three applicants responded, a very poor response, in my opinion. Especially as 2/3s of the applicants have already been working for the City I call into question the City's outreach process. Mr. Roh only had direct input with one of the evaluators which challenges the fairness of the process. What are the legal backgrounds of the three City employees in making this recommendation? Nada. You as a Commission are going to need fresh legal eyes as you tumble into deeper problems in the future.

Water leaks abound throughout the City. It is very distressing. Most of us can get by without electricity. We can not survive without water. *Water Is Life.*

Last, what on earth could have been in the City's head to craft such a bizarre and untruthful full page ad in the Sentinel on September 10<sup>th</sup> ? Here's a correction to those untruths. See all this pink? No AMI meters were ever discussed in any of these meetings. And again to spend over \$1M of rate payer funds without any Public Hearings on the so-called smart meters lacks accountability.

*unsigned*



DATE		STAFF NOTES
3/16/2015	PUAB	Presentation a Water Meter Replacement Project. Board voted to send it to Commission
3/24/2015	Commission	YESCO presentation Water Meter Replacement Project and Performance Contracting. Commission voted for a public workshop presentation
4/28/2015	Commission Workshop/Public Hearing	Workshop Presentation by YESCO Staff; discussed funding the project, water loss preliminary numbers, and informational gathering. Public was given opportunity to speak
5/26/2015	Commission	Staff presented a Project Development Agreement, discussed Water Audit and what it entails. Staff directed to gather more information
9/18/2015	Commission	Staff presented pictures/video of obstacles and dangers they face attempting to read meters showing the need for AMI.
9/21/2015	PUAB	YESCO presented a Letter of Authorization to proceed with gathering data and formulating various financial options for the meter project
10/13/2015	Commission/PUAB Joint Workshop	YESCO presented different Metering Options for both Electric and Water including the Utility Infrastructure Data System and various finance options were discussed. YESCO to continue gathering data from Water and Electric Departments. Public Comment was received.
12/21/2015	PUAB	Opened discussion for amending code regarding property access pertaining to meters
1/12/2016	Commission	Ord. 669 Amending property access presented to Commission, Ord approved for publication
2/9/2016	Commission	Ord 669 Public Hearing/Final Adoption - Commission ord back to staff for verbage revisions. Public Comment received that automatic meters would be better option
3/21/2016	PUAB	Revised Ord. 669 Amending property access presented to board. Approved to send to Commission for approval
4/12/2016	Commission	Ord 669 postponed until next meeting at Commission request pending receipt of additional information.
4/18/2016	PUAB	Revised Ord. 669 Amending property access presented to board. Approved to send to Commission for approval
5/16/2016	PUAB	Revised Ord. 669 Amending property access presented to board. Approved to send to Commission for approval
5/24/2016	Commission	Ord. 669 Amending property access presented to Commission, Ord approved for publication
6/14/2016	Commission	Final Adoption of Ord 669. YESCO Project Development Agreement presented and tabled
8/23/2016	Commission	YESCO Project Development Agreement approved.
10/1/2016	Water Meter Testing - Electric Meter Testing	YESCO performed tests on meters during the month of October. Public notices printed and posted.
Oct 2016 - June 2017	PUAB	Updated PUAB board on progress of YESCO studies and data as available at various PUAB Meetings
6/28/2017	Commission/PUAB Joint Workshop	YESCO Presented Water & Electric Project - Commission sent information back to PUAB for review. Meter Vendors presented various meter options and answered questions. Public comment taken
7/17/2017	PUAB	YESCO Presented Water & Electric Project - No Action Taken - PUAB requested to review information longer
8/21/2017	PUAB	YESCO Presented Water & Electric Project and finance options. PUAB voted not to recommend to Commission due to the financial aspect
10/25/2017	Commission	YESCO Presented Water & Electric Project and finance options. Commission voted to send it back to PUAB for financial review and more information/explanation
11/20/2017	PUAB	YESCO Presented Project with more financial information and explanation on project cost. PUAB board voted against project due to the cost to implement both Water and Electric Meters as presented
12/13/2017	Commission	YESCO Presented Project with more financial information and explanation on project cost. Commission voted for Staff to move to next step providing all financial costs and savings without obligating the City - Information request only <b>No AMI mentioned,</b>
2/28/2018	Commission	City Staff proposed continuing with Meter Project, but not proceeding forward with the Financing thru YESCO. Commission Approved and directed staff to proceed forward in house financing or other means.
3/2018 - 7/2018	Internal Research	Electric Department researched and did outreach to fund Electric Meter Project in-house looking at a scaled down drive by system
8/20/2018	<b>NO AMI Mention</b> PUAB	PUAB recommended to forward the Electric AMR Drive-by Meter Reading System to the City Commission for approval but requested he also present AMI as suggested by public comment <b>One Public Comment</b>
12/12/2018	<b>1st AMI Mention</b> Commission	Electric Department presented option for AMR or AMI Meter Project. Commission approved for Electric to proceed with costs for AMI Project and bring back to Commission.
5/10/2019	RFP Advertisement 5/10-6/11	Jan - April Electric Departement worked with Finance Office to draft an RFP for Electric AMI Project - RFP was advertised from 5/10 - 6/11 <b>No Public involvement in this process</b>
7/24/2019	Commission	Staff updated the Commission on receipt of proposals received. Commission Approved staff to proceed forward with negotiation of award and bring back to Commission for final approval
8/27/2019	Commission RFP Award	Electric Department presented an overview of the reason for the AMI meters, as well as the process and background that brings him to the current request for approval of RFP Award. Commission approved award of contract to Land Gyrs. <b>NO contract submitted or mentioned for approval</b>
9/16/2019	Contract Signed	Contract signed and Land Gyrs began working with the Electric Department

**Contract never submitted to Commission for approval, yet signed by Mayor Whitehead.**

This factual analysis presented by "a small group of people" to counter the City's continuing misrepresentation of the timeline for public awareness about when AMI was discussed in public meetings. Most significantly there were never Public Hearings on the AMI installations.

**NOTE:** The area in pink does not include any mention of AMI and hence is irrelevant hyperbole on the part of the City to justify its actions.

**E. CONSENT CALENDAR:**

- 1. City Commission Regular Minutes, September 8, 2021**
- 2. Accounts Payable, August 2021:**

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

**F. ORDINANCES/RESOLUTIONS/ZONING:**

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

Carol Kirkpatrick, Finance Director reviewed the Budget Adjustments that were included in the packet.

**Mayor Pro-Tem Forrister moved to approve Resolution No. 22 21/22 Budget Adjustment Resolution. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

- 2. Discussion/Action: Repeal Resolution 40 18/19 Establishing Fees for Fuel Charges at the Airport:**

Item was removed from the agenda.

- 3. Discussion/Action: Approval of Ordinance No. 719, Personnel Policy for the City of Truth or Consequences, NM:**

City Manager Swingle explained that this is the final draft of Ordinance No. 719 which is the Personnel Policy for the City of Truth or Consequences, NM. State law allows municipalities to establish a Personnel Merit System for hiring, promoting, discharge, and general regulations of municipal employees. The city has a right, and a responsibility to the tax payers to implement level performance standards for behavioral expectations for the employment and staff. This policy is an extremely good one. Notwithstanding the comments that you heard today, and at our last meeting. He reviewed the concerns, and the issues with some of the add-ins that were recommended, and clearly these are not comments of somebody who is involved in Human Resources, or who has experience at it. He strongly suggests that the Commission approve this policy today. It is a very good policy, and it is light years ahead of what we currently have. We cannot follow much of our current policy because several sections are in violation of law. The proposed policy is current, and correct with case law, as well as ordinances.

City Attorney Rubin also explained that this was on the agenda at the last meeting, we already had our Public Hearing, and we allowed Mr. Trujillo to submit his suggestions, and recommendations. He (*City Attorney Rubin*) and City Manager Swingle reviewed the recommendations, and they did not feel that there were anything in the suggestions that would warrant them to make any changes to the proposed ordinance. Therefore, the Ordinance that is before you today is the same one that was presented at the last meeting. Since we are not recommending any changes, he does not feel that we need to go through the process of another Public Hearing, and you can proceed with final adoption if you wish to do so.

**Mayor Pro-Tem Forrister moved to approve Ordinance No. 719, Personnel Policy for the City of Truth or Consequences, NM. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Resolution No. 23 21/22 Approval of Procurement Policy:**

City Manager Swingle explained that this policy applies to expenditures for the City of Truth or Consequences for procurement of tangible personal properties, services, and construction. The purpose of the policy is to provide for the fair, and amiable treatment of all persons involved in public procurement, and to maximize the purchasing value of public funds to provide safeguards for maintaining a procurement system with quality and integrity. This policy is consistent with state law, and state requirements for procurement. The city has not ever had a procurement policy in place. We have had policies on various components of it, but we haven't ever had a comprehensive policy.

**Commissioner Baca moved to approve Resolution No. 23 21/22 Approval of Procurement Policy. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Resolution No. 24 21/22 Approval of Risk Control Program:**

City Manager Swingle explained that this is a Risk Control Program to replace our existing Safety Policy. The Safety Policy that we currently have is a bit dated. It was created in 1988, and a lot of things have changed since then. This doesn't just address safety. It addresses the total risk control efforts of the city to protect its assets, and to protect the public, our capital resources, human resources, and financial resources.

**Commissioner Baca moved to approve Resolution No. 24 21/22 Approval of Risk Control Program. Commissioner Aragon seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**



**G. NEW BUSINESS:**

- 1. Discussion/Action: Award recommendation of Proposal (RFP) #20-21-012 for the North Transformer Replacement. Recommendation of Award is to American Electrical Testing:**

Carol Kirkpatrick, Finance Director explained that a lot of thought and hard work goes into these processes for RFP's. With that being said, we are recommending that the award go to American Electrical Testing. The total amount with gross receipts tax is \$1,188,815.53, and this is pending financing which the contractor is well aware of.

**Mayor Pro-Tem Forrister moved to approve the award recommendation of Proposal (RFP) #20-21-012 for the North Transformer Replacement. Recommendation of Award is to American Electrical Testing, pending Financing from the New Mexico Finance Authority. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

- 2. Discussion/Action: Approval of Contract with American Electrical Testing as a result of RFP #20-21-012 for the North Transformer Replacement:**

Carol Kirkpatrick, Finance Director explained that this is a follow up to the award recommendation. We have a contract in place, and ready for you to sign to move forward.

**Commissioner Baca moved to approve the Contract with American Electrical Testing as a result of RFP #20-21-012 for the North Transformer Replacement. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

- 3. Discussion/Action: Award recommendation of Proposal (RFP) #21-22-002 for Annual Legal Services. Recommendation of Award is to Jaime F. Rubin, LLC Attorney at Law:**

Carol Kirkpatrick, Finance Director explained that we went through the request for proposal process, and evaluations. The evaluation committee was composed of people who use these legal services on a regular basis. We recommend the award to Jaime F. Rubin, LLC Attorney at Law.

City Manager Swingle also explained, after reviewing each bid we had a very confident law firm who submitted a proposal. However, the proposal left a lot of questions on what the real cost was going to be. They were the lowest bidder according to their fee schedule. However, when we contacted them it boiled down to higher costs, and additional fees if we had a resolution or an ordinance that they would have to write, or if

they would have to do legal research on data that they didn't already have. We are an entire city from Law Enforcement, to Utilities, to Animal Control. We are the full spectrum of city services, and at the end of the day we had no idea of what that cost was going to be, and they had no way of explaining to us what they had in their database or what we could rely on as being part of the initial fee that they were going to charge. Our lawyers write and review documents every day. There was no way we could rely on what they had or didn't have in their database. That was not in the best interest of this community, or the tax payers, so we went with the next candidate who happened to be Jay Rubin.

**Mayor Pro-Tem Forrister made a motion to award Proposal (RFP) #21-22-002 for Annual Legal Services. Recommendation of Award is to Jaime F. Rubin, LLC Attorney at Law. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**4. Discussion/Action: Approval of Contract with Jaime F. Rubin, LLC Attorney at Law as a result of RFP#21-22-002 for Annual Legal Services:**

Carol Kirkpatrick, Finance Director explained that this is a follow up to the award recommendation you just now approved. These services will be from October 1, 2021 until September 30, 2022.

**Commissioner Baca moved to approve the Contract with Jaime F. Rubin, LLC Attorney at Law as a result of RFP#21-22-002 for Annual Legal Services. Commissioner Aragon seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**5. Discussion/Action: Approval of Contract with Coppler Law Firm for Miscellaneous Legal Services:**

Carol Kirkpatrick, Finance Director explained that this contract is to extend services with Coppler Law Firm from October 1, 2021 until June 30, 2022. These are for miscellaneous items that our regular attorney may not handle, or needs assistance with. We don't know exactly how much it will be, but it will not be the full amount of the contract.

**Mayor Pro-Tem Forrister made a motion to approve the Contract with Coppler Law Firm for Miscellaneous Legal Services. Commissioner Baca seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**6. Discussion/Action: Approval of Contract Extension with Tech 45 Services, LLC for Airport Management Services:**

Carol Kirkpatrick, Finance Director explained that this is to extend the contract with Tech 45 Services, LLC for Airport Management Services from October 1, 2021 to December 31, 2021. We are working diligently on an RFP, but it is a rather technical and complicated one, so we are hoping to get that in place to give our vendors the opportunity to build their proposal.

**Commissioner Baca moved to approve the Contract Extension with Tech 45 Services, LLC for Airport Management Services. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**7. Discussion/Action: Approval of Contract Extension with Integrated Technologies Group for Information Technologies Services:**

Carol Kirkpatrick, Finance Director explained that this is a contract extension to get us to December 31, 2021. This is another RFP that we are working on, and trying to get out so we can give our vendors time to prepare their proposals.

**Mayor Pro-Tem Forrister made a motion to approve the Extension with Integrated Technologies Group for Information Technologies Services. Commissioner Aragon seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**8. Discussion/Action: Authorizing Code Enforcement Officer Jamie Sweeney as designated representative to act on behalf of the City Manager and Designated Zoning Official for the enforcement of Municipal Code Property and Building Violations:**

Traci Alvarez, Assistant City Manager explained that there are various sections of our Municipal Code that reference Property and Building Violations that require the Manager or his/her designated representative, and/or specify the duty to a designated Zoning Administrator or his/her designee to enforce various sections of the Municipal Code. Staff wishes to designate Code Enforcement Officer Jamie Sweeney to act on their behalf.

**Commissioner Baca moved to approve the authorization of Code Enforcement Officer Jamie Sweeney as the designated representative to act on behalf of the City Manager and Designated Zoning Official for the enforcement of Municipal Code Property and Building Violations. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

**9. Discussion/Action: MainStreet Truth or Consequences Foch Street Renovation Project Grant Application:**

Item was removed from the agenda.

**H. REPORTS:**

**City Manager Swingle reported the following:**

- Information has been sent out to the public that the liquid dump station at the Louis Armijo Park has been closed due to unknown items being dumped into it. We are looking for a new location where the items can be monitored.
- He gave kudos to all of city staff for all of their hard work. They have very little to work with, and they are all doing the best they can with what they have.
- He thanked David Johnson for vector spraying because there are a lot of environmental issues that he has to address, as well as communication issues. If there are individuals who don't want the vector control to be sprayed on their property, David has to stop a certain distance from that residence (*and it is a very substantial distance*) before he can spray again, so then you have pockets throughout the city where mosquitos are able to flourish.
- Wes Owens is doing an excellent job at the Municipal Golf Course. The Golf Course is looking amazing.
- Traci Alvarez completed the ICIP into the system. It is not an easy task, and she got it done. The city will benefit from her efforts.
- We had a Sierra Vista Hospital Governing Board meeting yesterday. Finances are looking really good. The Interim CEO started on Monday.
- We completed the initial course of the professionalism training for the city staff.
- The first leadership training for our supervisors will start on September 29<sup>th</sup> at 9:00 a.m. in the Civic Center Red Room.
- There will be a Sierra Electric Cooperative's annual meeting on October 2, 2021 at 11:00 a.m. at the Hot Springs High School gym.
- The city's water infrastructure needs attention. It is old and dated. The city has been soliciting millions of dollars a year to make improvements into the water system. However, we still average between 15-20 water leaks a week, and that is not going to change anytime soon. The city has to prioritize the water leaks. If we have a leak that is trickling a couple of gallons an hour we might not get to that as quickly as a leak that is gushing hundreds of gallons a minute that needs our immediate attention. This issue didn't happen overnight, and it is not going to get resolved overnight. It will take years for the city to get into a position to where major improvements can be made to the water system.
- The public comment we hear in Commission Meetings is not having the desired effect that the individuals making public comment want. It is tearing this community apart. We had a comment today that the city is corrupt. If so, please give him an example of the corruption, and he will address the issue. We have some problems, but we are moving forward to address those problems at every

level. These comments are not healthy for this community, or government. There was also a comment regarding only 3 law firms submitting a proposal. That is better than a lot of our procurements that we submit in this community. We submit RFP's, and it is not un-common to have 3 or less respondents in a procurement. The trash that goes on in these meetings also affects how many people apply for job openings because why would anyone want to subject themselves to these meetings. He hopes at some point these individuals recognize how un-healthy this behavior is.

**City Attorney Rubin reported the following:**

- They have started the process of filing paperwork for Rotary Park.

**City Commission Reports:**

**Commissioner Luna had no reports.**

**Commissioner Baca reported the following:**

- He addressed Sophia Peron's comment about the Tri-State power outage by saying that the information was included in her utility bill.
- He takes offence to the comment that the city is trashed, and corrupt. If you don't like it here, then move. The city looks great. We are not perfect, but we are working on it.

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

- She gave City Manager Swingle kudos for being a great leader, and leading from the front.
- She addressed the letter that they received judging the city, and Commissioners. You can judge on Election Day which is November 3, 2021.

**Mayor Whitehead reported the following:**

- She gave kudos to city staff. Everyone is working as hard as they can, and as well as they can with what they have. They also deserve respect from the public. It is hard when you have to make a living and go to work every day, and you can't be happy because somebody is going to gripe at you, or complain about you. That is weighing down a lot of our employees. They work very hard to keep our community going, and they deserve respect.
- She touched on Sophia Peron's comment about the Tri-State power outage, and stated that she is sure there is a plan in place so that people will not be without electric for very long.
- She gave kudos to City Manager Swingle for the Professionalism Training he has given to city staff.

**Commissioner Aragon reported the following:**

- City Attorney Rubin is always available, and follows through with a response.
- In regards to all of the negative comments they have been receiving, if you want to make a difference, then jump on board because election time is coming up.
- He appreciates that the Mayor sticks up for staff when someone says something unkind.
- He announced his resignation as Commissioner. He is moving back to Texas to pursue an opportunity that he could not pass up. It has been a great honor to serve the community. The passion that we have on the Commission is incredible, and we have a fantastic City Manager. He thanked his fellow Commissioners and City Manager Swingle.

**I. EXECUTIVE SESSION:**

**6. Purchase Acquisition or Disposal of Real Property pursuant to 10-15-1(H.8):**

**Commissioner Baca made a motion to go into executive session at 10:45 a.m. to discuss Purchase Acquisition or Disposal of Real Property pursuant to 10-15-1(H.8). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Deputy Clerk-Treasurer. Motion carried unanimously.**

Mayor Whitehead reconvened the meeting in open session at 10:55 a.m.

**Mayor Pro-Tem Forrister certified that only matters pertaining to Purchase Acquisition or Disposal of Real Property pursuant to 10-15-1(H.8) was discussed in Executive Session and no action was taken.**

**J. ADJOURNMENT:**

**Mayor Pro-Tem Forrister moved to adjourn at 10:58 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.**

**Passed and approved this 13<sup>th</sup> day of October, 2021.**

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Sandra Whitehead, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: E.2

**SUBJECT:** Acknowledge Regular Lodgers Tax Advisory Board Minutes for July 26, 2021.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

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

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

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Acknowledge minutes.

**Attachments:**

Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021



**CITY OF TRUTH OR CONSEQUENCES  
LODGERS TAX ADVISORY BOARD  
MONDAY, JULY 26, 2021  
MINUTES**

**REGULAR MEETING**

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held on Monday, July 26, 2021 at 12:00 p.m. in the City Commission Chambers, 405 W. 3rd St, Truth or Consequences, NM 87901.

**CALL TO ORDER:**

This meeting was called to order by Chairman Foerstner.

**ROLL CALL:**

Jake Foerstner, Chairman  
Gina Kelley, Vice-Chairman  
Theresa King, Member  
Linda DeMarino, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Tammy Gardner, Executive Assistant  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

Vice-Chairman Kelly made a motion to approve the agenda with an amendment to move "4. D – Discussion/Action: Review/recommendation of the Lodgers Tax Available Funds" to "4. A." under Old Business. Member King seconded the motion. Motion carried unanimously.

**2. APPROVAL OF MINUTES:**

- a. Regular Meeting Minutes of May 24, 2021.

Member King made a motion to approve Regular Meeting Minutes of May 24, 2021. Vice-Chairman Kelley seconded the motion. Chairman Foerstner abstained. Motion carries 3-0.

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

**4. OLD BUSINESS:**

**a. (d) Discussion/Action: Review/Recommendation of the Lodgers Tax Available Funds Report.**

Bruce Swingle, City Manager presented the board with a Lodgers Tax available funds reports. He explained this report should have been made available to the board in the past but is now available on a monthly, quarterly, etc... basis. This report will show how much monies are available as well as certain expenses that have been applied, showing the remaining available balance. This year the board has \$133,707.74 to work with. He reminded the board that the City has been operating under approximately 4 different Resolutions with different interpretations. Mr. Swingle made reference to Resolution No. 13 21/22 which was approved on July 28, 2021 addressing new guidelines and will be the governing document moving forward. The Resolution has been made part of these minutes.

**b. (a) Discussion/Action: Review/Recommendation of proposed changes to the Lodgers Tax Funding Guideline's approved by the City Commission on 3/31/2019.**

The board discussed a couple of items then finalized. The guidelines are now ready to move forward to the City Commission meeting for approval.

**Member DeMarino made a motion to approve the Lodgers Tax Guidelines with changes. Vice-Chairman Kelly seconded. Motion carried.**

**c. (b) Discussion/Action: Review/Recommendation of the Lodgers Tax Award Tracking Sheet.**

The board discussed they will maintain and fill out the award tracking sheet. A copy will be provided prior to following months meeting to be added for discussion and review.

**Member DeMarino made a motion to amend her motion and move to approve the Lodgers Tax Guidelines with the addition of the Lodgers Tax Rubric and the Lodgers Tax Award Tracking Sheet. Vice-Chairman Kelly seconded. Motion carried.**

**d. (c) Discussion/Action: Review/recommendation of the Lodgers Tax Quarterly Report.**

The board stated and agreed there is no longer quarterly reports and this item does not need to be addressed.

**Chairman Foerstner stated no action was necessary and moved on to the next item.**

**e. (e) Discussion/Action: Chamber of Commerce FY 21/22 Request for Funding. Tammy Gardner, Executive Assistant**

The board reviewed and discussed the request for distribution service for their brochures.

**Member De Marino made a motion to approve the request for \$3,059.92; distribution of the visitors guide. Vice-Chairman Kelley seconded the motion. Motion carries unanimously.**

**5. NEW BUSINESS:**

**a. Discussion/Action: Application Review & Allocation Recommendations for FY 2021/2022.**

**I. Chamber of Commerce**

The board reviewed and discussed the funding request for advertising services with SparkNerds Design. The following motion was taken.

**Chairman Foerstner made a motioned to award \$35,040.00 to SparkNerds Design contingent they stay consistent with the use of the brand logo and message. Member King seconded motion. Motion carried unanimously.**

**II. Veterans Memorial Park & Museum**

The board reviewed and discussed after hearing comments from Wendy Barnes in regards to funding for the billboard. The funding is for one year of rent only. Funding for the brochures were awarded at a prior meeting.

**Chairman Foerstner made a motioned to award \$3,475.44 for the highway billboard. Member Kelley seconded the motion. Motion carried unanimously.**

**III. MainStreet Truth or Consequences**

The board reviewed and discussed award monies after hearing from Linda De Marino who presented the request in regards to the branding rollout for MainStreet. Her requests included advertising pertaining to the website, Facebook, and various swag items.

**Member King made a motioned to fund the \$11,000.00 for phase one of the new T or C branding. Member De Marino seconded the motion. Motion carried unanimously.**

**b. Discussion/Action: Recommendation for re-appointment of Board Member Theresa King.**

**Chairman Foerstner made a motion to re-appoint Therese King to the Lodgers Tax Advisory Board. Member De Marino seconded the motion. Motion carried.**

**c. Discussion/Action: Possible re-organization of Chairman and Vice-Chairman.**

**Member De Marino made a motion to keep the positions that currently "as is" on the Lodgers Tax Advisory Board. Member King seconded the motion. Motion carried unanimously.**

**6. REPORTS FROM THE BOARD:**

Member Kelley gave a report on her personal tracking sheet of all the free media from the Virgin launch. She has tracked at least 100 worldwide media reports that mentioned specifically Truth or Consequences and feels there could have been more mentions that were missed. She also made mention on how full the lodging facilities during the space launch. She thanked Mr. Swingle for doing a great job speaking to the media at the watch party.

Continuing ....6. Reports from the Board....

Chairman Foerstner took a minute to thank Mr. Swingle and Ms. Gardner on doing a great job providing the reports and clarifying the 60/40 split.

**7. REPORTS FROM STAFF:**


Dawn C. Barclay, Deputy City Clerk notified the board that a meeting was scheduled next month as a backup measure incase more time was needed to for discussions.

**8. ADJOURNMENT:**

There being no further business to come before the Lodger's Tax Advisory Board.

**Member King made a motion to adjourn the meeting. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.**

**PASSED AND APPROVED ON THIS 28<sup>th</sup> DAY OF SEPTEMBER 2021.**



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Jake Foerstner, Chairman  
Lodger's Tax Advisory Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: E.3

**SUBJECT:** Acknowledge Regular Planning & Zoning Commission Minutes for August 2, 2021.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

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

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

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Acknowledge minutes.

**Attachments:**

Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MONDAY, AUGUST 2, 2021**

**MINUTES**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, August 2, 2021 at 5:30pm.

**CALL TO ORDER:** The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

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

**ALSO PRESENT:**

Traci Alvarez, Assistant City Manager  
Angela A. Torres, City Clerk  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of Monday, July 12, 2021.

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

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

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

##### **a. Public Hearing/Discussion/Action: Special Use/Conditional Use permit for Home Occupation Level III. Traci Alvarez, Assistant City Manager.**

**Traci Alvarez, Assistant City Manager** – Presented to the board the request for a Home Occupation Level III request for permit at 1407 Mercury Street from applicant's Alfred Candelaria and Kathy Reid who are in attendance today. They wish to operate a small auto repair shop from their home. In the packet is the public notice that was sent out to all property owners within a 300 ft. radius. No response has been received by mail or email to myself or the City Clerk's office either for or against. The site plan is in your packet showing the location of the shop. I've reviewed the Finding & Facts, and found no issues. Staff recommends approval of the Level III Home Occupation permit. Ms. Alvarez asked if there were any questions.

**Chairman Hogg:** Asked for clarification if the electric bill would be effected?

**Traci Alvarez, Assistant City Manager** – Ms. Alvarez confirmed, the electric bill will not be effected, it will remain as a residential status because it's considered a Home Occupancy permit.

**Vice-Chairman Sisney** – Asked for clarification why the Level III came before the board. He was wondering if this classification of work was not previously approved for a Level III.

**Traci Alvarez, Assistant City Manager** – Ms. Alvarez stated because our Municipal Code isn't well defined, it does not specifically say auto repair shop. It does allow the Zoning Official to designate which classification level the auto repair shop will fall under. Because some small auto repair shops can be controversial when located in residential areas, she felt it was necessary to treat it as a Level III and to proceed with a public hearing for approval.

**Vice-Chairman Sisney** – Made a statement to Ms. Alvarez... "it has not been prohibited, just not listed".

**Traci Alvarez, Assistant City Manager** – Ms. Alvarez confirmed it is not prohibited.

**Member Bush** - Commented by quoting "Sec. 11-5-4, E., 8. h. stating the part "...as interpreted by the designated Zoning Administrator".

**Vice-Chairman Sisney** – Had a question for the business/property owner. Prior to responding, Angela A. Torres, City Clerk swore in Ms. Kathy Reid so she could reply. Mr. Sisney asked Ms. Reid "what is the exact nature of your business?". Ms. Reid replied; the "Shop" is on the premises of 1407 Mercury St. No vehicle repair work is conducted in the streets nor are vehicles



stored on the streets. The "Shop" building has been in the family for approximately 25 years and was previously a small appliance repair shop. Currently it is being used as a small vehicle repair shop to a small limited number of customers consisting of family members and friends that come to have repairs done. I was unaware of the requirements for a home business and once I was notified I took the proper steps to become compliant with the City codes and regulations. Chairman Hogg asked if there will be a business sign posted. Ms. Reid replied, no sign will be posted. No other questions were asked.

**Chairman Hogg made a motion to approve the request for Home Occupation Level III. Member Bush seconded the motion. Motion carries unanimously.**

**5. REPORTS FROM THE BOARD:**

There were no reports from the board.

**6. REPORTS FROM STAFF:**

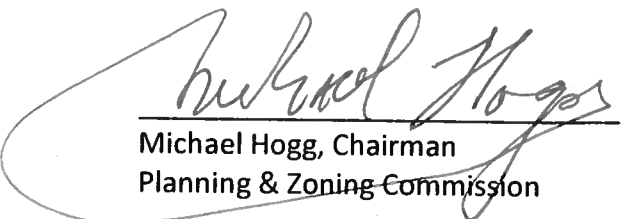
**Traci Alvarez, Assistant City Manager** – Ms. Alvarez requesting from the board a discussion for a new meeting time and/or date for the monthly Planning & Zoning Commission meetings. She explained she has a scheduling conflict with other board meeting that she must attend. She suggested to the board that the Planning & Zoning Commission might consider moving their meeting time to the second Monday of each month or keeping the current meeting date of the 1<sup>st</sup> Monday of each month but meeting at an earlier time that same day.

**7. ADJOURNMENT:**

There being no further business to come before the Planning & Zoning Commission. Chairman Hogg called to adjourn the meeting.

**Member Bush made a motion to adjourn meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.**

**PASSED AND APPROVED ON THIS 6<sup>TH</sup> DAY OF SEPTEMBER 2021.**



Michael Hogg, Chairman  
Planning & Zoning Commission



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: E.4

**SUBJECT:** Acknowledge Regular Library Advisory Board Minutes for September 27, 2021.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

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

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

**Summary/Background:**

Acknowledge Minutes.

**Recommendation:**

Acknowledge minutes.

**Attachments:**

Minutes

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

\$0.00

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

None.

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021

## **Minutes of the Library Advisory Board Meeting, Monday, September 27, 2021**

The meeting was called to order at 5:33 p.m. by Acting Chair Terie Hafner. A quorum being present, it was decided that the meeting should proceed.

Present were: Acting Chairman Terie Hafner, Board Members Brendan Tolley, Bonnye Warwick (by phone), and Library Director Pat O'Hanlon. Chairman Angie Torres is out of town, and is excused. The agenda for the meeting was approved; motion to approve was made by Brendan Tolley, and seconded by Bonnye Warwick. The minutes of the August 30 regular meeting were approved as read, motion to approve made by Brendan Tolley and seconded by Bonnye Warwick. The affirmative votes on both motions were unanimous.

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

- Board Member Terie Hafner had received an expression of appreciation from a library patron who said that he really loves, and is very grateful for the library's 24/7 Wi-Fi service.

### **REPORTS:**

- Board members: Member Brendan Tolley asked for some information regarding the library's income sources, and about what is provided by the City and/or others. The Library Director will have more accurate information to answer his questions at the October meeting.
- Library Foundation: The current value as shown on the August 27, 2021 statement is \$24,111.42.
- Friends of the Library: No report.
- Director's report: Nothing more to report at this time

**OLD/UNFINISHED BUSINESS:** None

**NEW BUSINESS:** None

There being no further business to come before the Board, the motion to adjourn was made by Brendan Tolley and was seconded by Bonnye Warwick. The motion was unanimously approved, and the meeting was adjourned at 5:43 p.m. The Board's next regular meeting is scheduled for Monday, October 25, 2021.

Respectfully submitted,

Terie Hafner, Acting Chairman  
Pat O'Hanlon, Library Director



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: E.5

**SUBJECT:** Accounts Payable, September 2021

**DEPARTMENT:** Finance

**DATE SUBMITTED:** October 5, 2021

**SUBMITTED BY:** Ruby Otero, Accounts Payable

**WHO WILL PRESENT THE ITEM:** N/A

**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 September 2021

**Attachments:**

- End of Month Accounts Payable Report by Fund

**Fiscal Impact (Finance):** Yes

All Funds Summary is a total of \$ 972,947.98

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

N/A

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

**Reviewed by:** ☒ City Clerk ☒ Finance ☐ Legal ☒ Other: Ruby Otero-Vallejos, Account Payable

**Final Approval:** ☐ City Manager

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

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

Continued To: - Referred To: -

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

File Name: CC Agendas 10-13-2020



Truth or Consequences

# Expense Approval Report

By Fund

Payable Dates 9/1/2021 - 9/30/2021

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
KING'S LOCKSMITH	007841	09/03/2021	KEYS AND OTHER LOCKSMITH I...	101-1014-43403	15.84
DEBRA MEGONIGLE, DVM	017	09/03/2021	TRAVEL FEE	101-1006-48598	150.00
DEBRA MEGONIGLE, DVM	017	09/03/2021	EUTHANASIA	101-1006-48598	450.00
GROUNDWORK STUDIO	082421	09/03/2021	SERVICES & DESIGN	101-1013-48598	3,672.49
GROUNDWORK STUDIO	082421	09/03/2021	REIMBURSABLE EXPENSES	101-1013-48598	60.21
SIERRA VISTA HOSPITAL / SIERR...	08292021	09/03/2021	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	24,964.60
WILLIAM I. BUHLER	09022021	09/03/2021	FISH POND WATER RIGHTS FY 2...	101-1009-43770	450.00
KAY MILLER	092707	09/03/2021	DEPOSIT REFUND HS REUNION-...	101-1099-34348	400.00
MANANA	108-21	09/03/2021	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SIERRA AUTO/CARQUEST	287564	09/03/2021	BATTERY SILVER	101-1007-47420	123.82
SIERRA AUTO/CARQUEST	287602	09/03/2021	AIR FILTER F-150 2018	101-1009-47420	10.21
TALON SEPTIC & POTTY SERVICE	328	09/03/2021	RENTAL OF PORTABLE TOILETS	101-1009-43465	800.00
SILVERSKY, INC.	438159-SI	09/03/2021	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	208.08
SIERRA AUTO/CARQUEST	6016-287694	09/03/2021	BRAKE PADS	101-1009-47420	32.05
SIERRA AUTO/CARQUEST	6016-287694	09/03/2021	BRAKE PADS	101-1009-47420	45.43
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,608.08
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,956.94
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/GENERAL	101-1018-43780	395.48
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	40.93
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/NM WORKFORCE C...	101-1018-43780	27.09
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1007-41226	733.57
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1008-41226	155.88
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1011-41226	280.34
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1012-41226	112.80
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1014-41226	162.00
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	101-1016-41226	180.73
JAIME F. RUBIN, LLC	90121	09/03/2021	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	5,970.46
RELADYNE CONSERVANCY OIL ...	0048229-IN	09/10/2021	FUEL SURCHARGE	101-1012-43316	1.20
RELADYNE CONSERVANCY OIL ...	0048229-IN	09/10/2021	BULK HYDRAULIC OIL GALLON	101-1012-43316	896.55
XEROX CORP.	014259811,014259814	09/10/2021	BASE CHARGE/METER USAGE - ...	101-1004-43465	549.12
XEROX CORP.	014259813	09/10/2021	BASE CHARGE/METER USAGE-...	101-1001-43465	496.64
XEROX CORP.	014259836	09/10/2021	METER USAGE OPEN PO 21/22	101-1003-43465	260.15
GALLS, LLC	019014340	09/10/2021	TYPE P CLASS TRAFFIC SAFETY V...	101-1007-44615	58.99
GALLS, LLC	019014340	09/10/2021	TYPE P CLASS TRAFFIC SAFETY V...	101-1007-44615	108.00
GALLS, LLC	019014340	09/10/2021	TYPE P CLASS 2 TRAFFIC SAFETY...	101-1007-44615	54.00
SIRCHIE FINGER PRINT LAB	0509972-IN/0508181-INV	09/10/2021	INTEGRITY EVIDENCE BAGS 12 X...	101-1007-44607	109.74
SIRCHIE FINGER PRINT LAB	0509972-IN/0508181-INV	09/10/2021	NARK II METHAMPHETAMINE/...	101-1007-44607	109.75
SIRCHIE FINGER PRINT LAB	0509972-IN/0508181-INV	09/10/2021	NARK II FENTANYL REAGENT	101-1007-44607	109.75

## Expense Approval Report

Payable Dates: 9/1/2021 - 9/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIRCHIE FINGER PRINT LAB	0509972-IN/0508181-INV	09/10/2021	GUN EVIDENCE BOXES 14 3/4 X...	101-1007-44607	77.30
CHERRILL'S WESTERN APPAREL	083288	09/10/2021	WRANGLER JEANS DALE SANDE...	101-1014-42620	144.00
CHERRILL'S WESTERN APPAREL	083288	09/10/2021	CINCH JEANS HENRY FLORES	101-1014-42620	324.00
CHERRILL'S WESTERN APPAREL	083288	09/10/2021	LONG SLEEVE SHIRT DALE SAND...	101-1014-42620	150.00
CHERRILL'S WESTERN APPAREL	083288	09/10/2021	SHORT SLEEVE SHIRT HENRY FL...	101-1014-42620	156.00
TURTLEBACK PEST CONTROL, I...	09032021	09/10/2021	OPEN PO FOR PEST CONTROL S...	101-1014-43403	728.04
SIERRA COUNTY SENTINEL	107757	09/10/2021	HELP WANTED ADS FY21-22 - O...	101-1004-43740	250.01
SIERRA COUNTY SENTINEL	107851,107828	09/10/2021	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	202.41
COPPLER LAW FIRM, P.C.	11083/11086/11076	09/10/2021	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	1,066.49
NM MUNICIPAL LEAGUE	15766	09/10/2021	NMML ANNUAL CONFERENCE	101-1002-42720	110.00
SUN VALLEY, INC.	159714/6,159785/6	09/10/2021	FIELD SUPPLIES	101-1009-44607	233.56
SUN VALLEY, INC.	160009/6	09/10/2021	KITCHEN SINK FAUCET	101-1014-43403	51.29
QUILL CORPORATION	19095926	09/10/2021	BUSINESS CARDS FOR CHIEF RO...	101-1007-44606	15.29
FOXWORTH-GALBRAITH	361409	09/10/2021	TAPE PACKING CLEAR 2 X 2160	101-1009-44607	6.49
FOXWORTH-GALBRAITH	361409	09/10/2021	PADLOCK COMBO	101-1009-44607	63.96
TRANS UNION RISK & ALTERNAT...	485949-202108-1	09/10/2021	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	119.00
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	101-1007-43316	57.84
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	101-1007-47420	250.95
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	101-1009-43316	15.00
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	101-1009-47420	163.55
TDS	9012021	09/10/2021	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
QUEST DIAGNOSTICS, INC.	9194599926	09/10/2021	SCREENING & MRO FEE FY21-22...	101-1004-48599	272.00
VERIZON WIRELESS	9887076058	09/10/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	41.29
VERIZON WIRELESS	9887076058	09/10/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	247.74
VERIZON WIRELESS	9887076058	09/10/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	82.58
ALBUQUERQUE PUBLISHING CO	10001521059-0702	09/10/2021	RFP #20-21-12 NORTH TRANSF...	101-1004-43740	135.06
JUSTICE SYSTEMS, INC	INV115375	09/10/2021	JSI MAINTENANCE AND SUPPO...	101-1040-48599	5,067.03
NM MUNICIPAL JUDGES ASSO.	MEMBER#1827/ALTERNATE	09/10/2021	JUDGE ASSOCIATION MEMBER...	101-1002-43770	150.00
NM MUNICIPAL JUDGES ASSO.	MEMBER#1827/ALTERNATE	09/10/2021	ALTERNATE JUDGE DUES	101-1002-43770	75.00
NM MUNICIPAL COURT CLERKS...	REF#18310/NEW MEMBER	09/10/2021	ANNUAL COURT CLERK DUES	101-1002-43770	120.00
TAC10, INC.	TACMN0000091	09/10/2021	ANNUAL TAC 10 MAINTENANCE...	101-1007-43815	9,746.00
ARENAS VALLEY ANIMAL CLINIC...	10002743	09/17/2021	GETTING ANIMALS FIXED	101-1006-48598	253.64
TRACEY PADILLA	139096	09/17/2021	DEPOSIT REFUND OF CELEB. LIF...	101-1099-34348	250.00
VALLEY VET SUPPLY	15437115	09/17/2021	IDEAL DISPOSABLE SYRINGES W...	101-1006-44607	61.41
VALLEY VET SUPPLY	15437115	09/17/2021	BRONCHI-SHIELD ORAL FOR DO...	101-1006-44607	198.95
VALLEY VET SUPPLY	15437115	09/17/2021	DURAMUNE MAX 5/4L DOG VA...	101-1006-44607	380.00
QUILL CORPORATION	18953842	09/17/2021	BUSINESS CARDS FOR OJ HECHL...	101-1013-44606	15.29
QUILL CORPORATION	18953842	09/17/2021	BUSINESS CARDS FOR THOMAS ...	101-1014-44607	15.29
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	RELEASE KNOB FOR STANDARD ...	101-1008-44607	15.90
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	KETCH-ALL RED TOOTHGUARD ...	101-1008-44607	9.00
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	FOLDING NET WITH TELESCOPI...	101-1008-44607	50.00
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	REPLACEMENT CABLE FOR 5' KE...	101-1008-44607	52.00
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	FOLDING NET WITH TELESCOPI...	101-1008-44607	161.50
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	TRUCATCH 30X9X11 LIGHT WEI...	101-1008-44607	222.00
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	LOCKING DEVICE FOR STANDA...	101-1008-44607	27.80
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	REPLACEMENT CABLE FOR 3' KE...	101-1008-44607	38.00
ANIMAL CARE EQUIPMENT & S...	194230	09/17/2021	5' STANDARD KETCH-ALL POLE ...	101-1008-44607	91.00
OFFICE DEPOT	194389798001	09/17/2021	BOISE MULTI-USE COPY PAPER...	101-1016-44606	174.95
AMAZON CAPITAL SERVICES, IN...	1GH1-XL3M-LMX6	09/17/2021	RESCUE DISINFECTANT CLEANER	101-1006-44607	24.67
AMAZON CAPITAL SERVICES, IN...	1GH1-XL3M-LMX6	09/17/2021	FLAYSWATTER	101-1006-44607	14.99
AMAZON CAPITAL SERVICES, IN...	1GH1-XL3M-LMX6	09/17/2021	SCOTT PAPER TOWELS	101-1006-44607	34.50
AMAZON CAPITAL SERVICES, IN...	1GH1-XL3M-LMX6	09/17/2021	SCOTT TOILET PAPER	101-1006-44607	46.72
AMAZON CAPITAL SERVICES, IN...	1GH1-XL3M-LMX6	09/17/2021	BEST SHOT 256	101-1006-44607	172.24
NU-WAY LAUNDRY & CLEANERS	36361	09/17/2021	CARPET CLEANING SERVICE	101-1014-44607	157.77
TALON SEPTIC & POTTY SERVICE	368	09/17/2021	RENTAL OF PORTABLE TOILETS	101-1009-43465	800.00
SIERRA VISTA HOSPITAL / SIERR...	39846C15467	09/17/2021	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	125.00
SIERRA VETERINARY SERVICES,L...	62304,62459	09/17/2021	VETERINARY SERVICES	101-1006-48598	155.16
BRADY INDUSTRIES, LLC	6991796	09/17/2021	GLASS CLEANER CASE	101-1014-44607	141.60
BRADY INDUSTRIES, LLC	6991796	09/17/2021	WYPALL WIPERS CASE	101-1014-44607	559.17
BRADY INDUSTRIES, LLC	6991796	09/17/2021	LEMON DISINFECTANT GAL.	101-1014-44607	100.00

## Expense Approval Report

Payable Dates: 9/1/2021 - 9/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BRADY INDUSTRIES, LLC	6991796	09/17/2021	FUEL CHARGE	101-1014-44607	4.00
BRADY INDUSTRIES, LLC	6991796	09/17/2021	TOILET PAPER CASE	101-1014-44607	443.25
BRADY INDUSTRIES, LLC	6991796	09/17/2021	LRAGE TRASH LINERS BLACK CA...	101-1014-44607	407.00
CITY UTILITIES	9/15/21	09/17/2021	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	15.50
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	733.57
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	155.89
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	290.57
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	115.20
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	162.00
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
WATCHGUARD INC.	ACCINV0032499	09/17/2021	MOLLE VEST CLIPS FOR BODY C...	101-1007-44607	215.00
LASTING PAWS PET MEMORIAL ...	LC10391-I-0018	09/17/2021	ANIMAL CREMATION	101-1006-48599	895.70
XEROX CORP.	014259816	09/24/2021	BASE CHARGE - METER USAGE ...	101-1007-43465	303.80
XEROX CORP.	014259818	09/24/2021	XEROX CHARGE/METER USAGE	101-1040-43465	236.57
XEROX CORP.	014259838	09/24/2021	BASE CHARGE/METER USAGE F...	101-1009-43465	228.19
WEX BANK	08312021	09/24/2021	UNLEADED FUEL WEX CARD	101-1014-43316	597.37
WEX BANK	09012021	09/24/2021	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	3,609.22
WEX BANK	09132021	09/24/2021	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	807.37
ARENAS VALLEY ANIMAL CLINIC,...	10002837	09/24/2021	GETTING ANIMALS FIXED	101-1006-48598	59.68
HELENA CHEMICALS	14145015	09/24/2021	KROVAR HERBICIDE	101-1009-47415	2,160.00
HELENA CHEMICALS	14145015	09/24/2021	K-MAG MAGNESIUM FOR ALL P...	101-1009-47415	128.00
HELENA CHEMICALS	14145015	09/24/2021	TA OUT HERBICIDE	101-1009-47415	210.00
HELENA CHEMICALS	14145015	09/24/2021	FERTILIZER FOR ALL PARKS	101-1009-47415	2,100.00
HELENA CHEMICALS	14145015	09/24/2021	SEMERA HERBICIDE/PRE EMER...	101-1009-47415	360.00
NM MUNICIPAL LEAGUE	15843	09/24/2021	THE NATIONAL POLICE OFFICER...	101-1007-43740	300.00
NM MUNICIPAL LEAGUE	15843	09/24/2021	EXAMINER'S MANUAL	101-1007-43740	27.50
THE AUTOMOTIVE TRAINING G...	161296	09/24/2021	FORD DRIVABILITY & CODE DIA...	101-1012-42720	334.00
QUILL CORPORATION	19503842	09/24/2021	KN95 DISPOSABLE MASKS	101-1002-44606	49.99
QUILL CORPORATION	19503842	09/24/2021	POCKET WALL FILES	101-1002-44606	69.76
QUILL CORPORATION	19503842	09/24/2021	DAY TIMER POUCH	101-1002-44606	22.38
QUILL CORPORATION	19503842	09/24/2021	GEL PENS BLUE	101-1002-44606	21.41
QUILL CORPORATION	19503842	09/24/2021	HANGING FOLDERS	101-1002-44606	18.44
QUILL CORPORATION	19503842	09/24/2021	DRY ERASE MARKERS	101-1002-44606	7.73
QUILL CORPORATION	19503842	09/24/2021	WALL CALANDAR	101-1002-44606	12.59
QUILL CORPORATION	19503842	09/24/2021	LOGITECH WIRELESS MOUSE	101-1002-44606	19.79
QUILL CORPORATION	19503842	09/24/2021	DRY ERASE WHITEBOARD	101-1002-44606	13.04
QUILL CORPORATION	19503842	09/24/2021	LOGITECH WIRELESS MOUSE	101-1002-44606	19.79
QUILL CORPORATION	19503842	09/24/2021	DISPOSABLE FACE MASK ADULT	101-1002-44606	19.99
QUILL CORPORATION	19503842	09/24/2021	CLICKER ERASABLE PENS	101-1002-44606	15.29
AMAZON CAPITAL SERVICES, IN...	1G69-6PXF-3F3L	09/24/2021	TIRE AND TUBE MOUNTING C...	101-1012-44607	55.54
NM LEAGUE OF ZONING OFFICI...	2021-2022	09/24/2021	NEW MEXICO LEAGUE OF ZONI...	101-1010-43770	35.00
COOPERATIVE EDUCATIONAL S...	24-119379	09/24/2021	ROTARY PARK BOUNDARY SUR...	101-1010-48598	1,554.19
TESTON'S FREEWAY CHEVRON	3758	09/24/2021	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	837.88
WEX BANK	73699040	09/24/2021	OPEN PO FOR FUEL FY 21/22	101-1003-43316	43.93
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN..	101-1018-43780	4,149.16
WINDSTREAM CORPORATION	9/20/21	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	117.10
BEATRICE SANDERS	9/24/21	09/24/2021	PER DIEM- 8/31/21-9/1/21 N...	101-1002-42720	54.47
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	278.80
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	172.56
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	233.68
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	251.12
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.98



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	1,003.79
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	182.38
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	145.81
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	93.76
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.97
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	86.28
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	109.29
BARTOO SAND & GRAVEL, INC.	M36797	09/24/2021	PROPERTY ABATEMENT 1101 B...	101-1010-48555	4,111.07
<b>Fund 101 - General Total:</b>					<b>111,416.60</b>

## Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF	083121	09/03/2021	PAY DWI & COURT AUTO FEES ...	201-1903-44805	114.00
NM JUDICIAL EDUCATION CENT...	083121	09/03/2021	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	57.00
<b>Fund 201 - Corrections Total:</b>					<b>171.00</b>

## Fund: 209 - Fire

CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	106.01
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	27.09
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/FIRE STATION	209-1603-43780	54.22
XEROX CORP.	014259840	09/24/2021	BASE CHARGE/METER USAGE O...	209-1603-43465	260.37
TESTON'S FREEWAY CHEVRON	3769	09/24/2021	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	230.12
MEGAHERTZ COMPUTER CONS...	47614	09/24/2021	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	389.58
WINDSTREAM CORPORATION	9/20/21	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	119.64
LYNN'S LANDSCAPE	9216/9284/9356	09/24/2021	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	1,188.09
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.80
<b>Fund 209 - Fire Total:</b>					<b>2,618.17</b>

## Fund: 214 - Lodgers Tax

VETERANS MEMORIAL TRUST B...	83021	09/03/2021	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
LINDMARK OUTDOOR MEDIA	INV17103/INV17104	09/03/2021	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
GERONIMO TRAIL SCENIC BYW...	9321	09/10/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	416.66
RUANNA WALDRUM	1065	09/17/2021	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	442.48
GERONIMO SPRINGS MUSEUM	91621	09/24/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	1,875.00
<b>Fund 214 - Lodgers Tax Total:</b>					<b>3,848.68</b>

## Fund: 216 - Muni Street

RED BUD SUPPLY, INC	174586	09/03/2021	DISPOSABLE NITRILE GLOVES	216-4503-44607	134.41
SHARE CORP.	177091	09/03/2021	GRANULATED WEED KILLER	216-4503-44607	495.00
SIERRA AUTO/CARQUEST	287559	09/03/2021	HYDRAULIC HOSE	216-4503-47420	43.20
SIERRA AUTO/CARQUEST	287559	09/03/2021	HYDRAULIC CRIMPS	216-4503-47420	48.00
SIERRA AUTO/CARQUEST	287559	09/03/2021	HYDRAULIC FITTINGS	216-4503-47420	65.08
SIERRA AUTO/CARQUEST	287560	09/03/2021	8G-10MJ COUPLING	216-4503-47420	10.98
SIERRA AUTO/CARQUEST	287560	09/03/2021	CRIMPS	216-4503-47420	24.00
SIERRA AUTO/CARQUEST	287560	09/03/2021	HYDRAULIC HOSE	216-4503-47420	24.91
SIERRA AUTO/CARQUEST	287560	09/03/2021	8G-12MJ COUPLING	216-4503-47420	25.02
SIERRA AUTO/CARQUEST	287560	09/03/2021	8G-10FJX COUPLING	216-4503-47420	11.13
SIERRA AUTO/CARQUEST	288308	09/03/2021	HVAC BLOWER FAN	216-4503-47420	10.82
SIERRA AUTO/CARQUEST	288332	09/03/2021	20" XTRACLEAR WIPER BLADE	216-4503-47420	4.99
SIERRA AUTO/CARQUEST	288332	09/03/2021	26" HD WIPER B LADE VENTED	216-4503-47420	16.30
SIERRA AUTO/CARQUEST	288481	09/03/2021	HYDRAULIC FILTER	216-4503-47420	33.59
SIERRA AUTO/CARQUEST	288481	09/03/2021	BACK-UP ALARM	216-4503-47420	48.18
SIERRA AUTO/CARQUEST	288482	09/03/2021	CABIN AIR ELEMENT	216-4503-47420	45.71
SIERRA AUTO/CARQUEST	288695	09/03/2021	OFFSET LINK	216-4503-47420	5.33
SIERRA AUTO/CARQUEST	288777	09/03/2021	TEFLON TAPE	216-4503-47420	1.49
SIERRA AUTO/CARQUEST	288777	09/03/2021	224600 STREET ELBOW	216-4503-47420	1.76
SIERRA AUTO/CARQUEST	288777	09/03/2021	INVERTED FLARED FITTING	216-4503-47420	2.46
SIERRA AUTO/CARQUEST	288777	09/03/2021	ROLL PIN 1/8"x1 1/4"	216-4503-47420	0.95
SOUTHWEST CONSTRUCTION P...	90694	09/03/2021	MIRROR	216-4503-47420	124.75
SOUTHWEST CONSTRUCTION P...	90694	09/03/2021	VALVE ASSEMBLY	216-4503-47420	198.42
SOUTHWEST CONSTRUCTION P...	90694	09/03/2021	CYLINDER GROUP	216-4503-47420	574.32
B & H OIL CO.	52002-52650	09/10/2021	RED DIESEL	216-4503-43316	1,822.21
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	216-4503-43316	10.64



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INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	216-4503-43316	257.40
M & M INDUSTRIES, INC	13158	09/17/2021	OUTSOURCED LABOR FOR HELP...	216-4503-47420	606.69
HOLLY ASPHALT COMPANY	201184791	09/17/2021	DEMURRAGE CHARGE	216-4503-43550	474.74
P & T MACHINE	472095	09/17/2021	RETHREAD HOSE COUPLING	216-4503-47420	65.10
SOUTHWEST CONSTRUCTION P...	90867	09/17/2021	PULLER GROVE TOOTH	216-4503-47420	1,470.00
SOUTHWEST CONSTRUCTION P...	90868	09/17/2021	14' MOTORGRADER MOLDBOA...	216-4503-47420	8,480.00
TESTON'S FREEWAY CHEVRON	3757	09/24/2021	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	337.50
SOUTHWEST CONSTRUCTION P...	90695	09/24/2021	PUMP- PISTON	216-4503-47420	2,878.65
BARTOO SAND & GRAVEL, INC.	M36518	09/24/2021	HOTMIX	216-4503-43550	8,246.00
<b>Fund 216 - Muni Street Total:</b>					<b>26,599.73</b>
<b>Fund: 294 - State Library</b>					
TDS	09012021	09/10/2021	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
OCLC, INC.	1000159082	09/17/2021	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	201.66
XEROX CORP.	014259833	09/24/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	6.71
XEROX CORP.	014367728	09/24/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	10.16
OCLC, INC.	1000135163/1000149360	09/24/2021	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	403.32
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	168.28
<b>Fund 294 - State Library Total:</b>					<b>890.08</b>
<b>Fund: 295 - Muni Pool</b>					
KACEY POLANCO	283646	09/03/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
MACKENZIE PRUDE	283646	09/03/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	2,074.21
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	75.85
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	295-4803-41226	40.10
LIFEGUARD STORE INC	001110100	09/10/2021	NAVY BLUE GUARD PULLOVER J...	295-4803-42620	35.00
LIFEGUARD STORE INC	001110100	09/10/2021	BLUE RISE GUARD POLY MB BA...	295-4803-42620	30.00
LIFEGUARD STORE INC	001110100	09/10/2021	RED RISE GUARD POLY H-BACK ...	295-4803-42620	30.00
LIFEGUARD STORE INC	001110100	09/10/2021	WHITE TYR GUARD HAT	295-4803-42620	53.97
POOL PRO, LLC	202472	09/10/2021	ACID MAGIC	295-4803-44607	1,048.00
POOL PRO, LLC	202472	09/10/2021	CYANURIC ACID (CHLORINE STA...	295-4803-44607	512.40
POOL PRO, LLC	202472	09/10/2021	SHIPPING	295-4803-44607	240.00
POOL PRO, LLC	202472	09/10/2021	CALCIUM HYPOCHLORITE 1" TA...	295-4803-44607	1,680.00
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	57.38
XEROX CORP.	014259824	09/24/2021	BASE CHARGE /METER USAGE	295-4803-43465	34.23
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.76
<b>Fund 295 - Muni Pool Total:</b>					<b>6,639.90</b>
<b>Fund: 296 - PD GRT</b>					
SAVANT LEARNING SYSTEMS	VA7040	09/10/2021	FULL ACCESS TRAINING POST A...	296-2403-42720	828.00
<b>Fund 296 - PD GRT Total:</b>					<b>828.00</b>
<b>Fund: 303 - Vet Wall</b>					
WINDSTREAM CORPORATION	9/20/21	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	143.73
<b>Fund 303 - Vet Wall Total:</b>					<b>143.73</b>
<b>Fund: 312 - R&amp;R Airport</b>					
ARMSTRONG CONSULTANTS, I...	21-21679-01&21-216719-02	09/24/2021	ENGINEERING SERVICES RUNW...	312-7013-48598	45,555.38
<b>Fund 312 - R&amp;R Airport Total:</b>					<b>45,555.38</b>
<b>Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS</b>					
WILSON & COMPANY, INC. ENG...	97772	09/03/2021	ENGINEERING SERVICES MSD ...	320-6603-80860	146,681.70
<b>Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:</b>					<b>146,681.70</b>
<b>Fund: 360 - NMFA PROJECTS</b>					
COOPERATIVE EDUCATIONAL S...	24-119409	09/24/2021	ENGINEERING SERVICES RIVER...	360-7011-48598	3,705.75
<b>Fund 360 - NMFA PROJECTS Total:</b>					<b>3,705.75</b>
<b>Fund: 403 - Pledge State</b>					
NEW MEXICO FINANCE AUTHOR..	090121	09/03/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	090121	09/03/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	090121	09/03/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
<b>Fund 403 - Pledge State Total:</b>					<b>18,834.93</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 501 - Cemetary</b>					
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	602.24
<b>Fund 501 - Cemetary Total:</b>					<b>602.24</b>
<b>Fund: 502 - Util Office - Pool</b>					
SILKE M. KAPELA	08/16,8/23/21	09/03/2021	REIMBURSEMENT FOR DISABILI...	502-3601-37380	392.88
SILKE M. KAPELA	08/16,8/23/21	09/03/2021	REIMBURSEMENT FOR DISABILI...	502-3601-37380	392.88
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	412.79
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	502-3601-41226	232.27
SUN VALLEY, INC.	09102021	09/10/2021	60Z AERO BACKWOODS	502-3601-44607	6.49
SUN VALLEY, INC.	09102021	09/10/2021	2 GAL RED POLY GAS CAN	502-3601-44607	17.72
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	502-3601-43316	15.00
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	502-3601-47420	34.50
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	235.87
XEROX CORP.	014259820	09/24/2021	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	499.69
TESTON'S FREEWAY CHEVRON	3773	09/24/2021	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	333.60
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	192.07
<b>Fund 502 - Util Office - Pool Total:</b>					<b>2,765.76</b>
<b>Fund: 503 - Electric</b>					
SIERRA AUTO/CARQUEST	288334	09/03/2021	6G 8FJX HYDRAULIC FITTING	503-3702-47420	17.24
SIERRA AUTO/CARQUEST	288334	09/03/2021	HYDRAULIC HOSE	503-3702-47420	33.84
SIERRA AUTO/CARQUEST	288334	09/03/2021	HYDRAULIC CRIMPS	503-3702-47420	24.00
SIERRA AUTO/CARQUEST	288334	09/03/2021	HYDRAULIC HOSE	503-3702-47420	5.74
SIERRA AUTO/CARQUEST	288334	09/03/2021	8G 10FJX HYDRAULIC FITTING	503-3702-47420	22.26
SIERRA AUTO/CARQUEST	288776	09/03/2021	12V COMMERCIAL BATTERY	503-3702-47420	250.22
SILVERSKY, INC.	438159-SI	09/03/2021	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	208.07
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,954.90
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.80
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	503-3702-41226	428.79
IRBY SUPPLY CO.	5012565663.001	09/03/2021	LINE HOSE 1.25"X4.5'- CLASS 2	503-3702-44615	1,038.00
WESTERN UNITED ELECTRIC	6039806	09/08/2021	REISSUE OF CHECK #146413 ON...	503-3702-44607	14,892.36
TRIPLE H SOLAR, LLC	0269	09/10/2021	ENGINEERING SERVICES- OPEN ...	503-3702-48598	4,200.00
PSI	09012021	09/10/2021	JOURNEYMAN CERTIFICATE RE...	503-3702-43770	100.00
SSA SOLAR OF NM 4, LLC	402191	09/10/2021	POWER SERVICES- OPEN PO FY ...	503-3702-50795	21,988.25
ALTEC INDUSTRIES, INC	50835143	09/10/2021	REPAIRS TO G-99900	503-3702-47420	347.67
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	503-3702-47420	30.07
SIERRA ELECTRIC CO-OP, INC.	09022021,09082021	09/17/2021	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	560.74
SIERRA ELECTRIC CO-OP, INC.	09022021,09082021	09/17/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	266,621.04
SHPIGLER CONSULTING, INC.	09152021	09/17/2021	UTILITY PLANNING & OPERATI...	503-3702-48599	4,800.00
WESTERN UNITED ELECTRIC	6042757,6041872	09/17/2021	15KVA 1PHASE CONVENTIONAL...	503-3702-44607	4,327.26
WESTERN UNITED ELECTRIC	6042757,6041872	09/17/2021	10KVA 1 PHASE CONVENTIONAL...	503-3702-44607	2,160.00
CITY UTILITIES	9/15/21	09/17/2021	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	101.54
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	428.02
VERIZON WIRELESS	9887626581	09/17/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.08
WESTERN AREA POWER ADMIN	JJPB1798A0821	09/17/2021	BASE DEMAND & BASE ENERGY...	503-3702-50795	48,903.11
IRBY SUPPLY CO.	012561712.001	09/24/2021	CLASS 2- 40' WOOD POLE	503-3702-44607	7,350.00
IRBY SUPPLY CO.	012561712.001	09/24/2021	CLASS 4- 35' WOOD POLE	503-3702-44607	9,600.00
IRBY SUPPLY CO.	012561712.001	09/24/2021	CLASS 4- 40' WOOD POLE	503-3702-44607	5,200.00
XEROX CORP.	014259837	09/24/2021	BASE CHARGE & METER USAGE...	503-3702-43465	104.24
XEROX CORP.	014367729	09/24/2021	BASE CHARGE & METER USAGE...	503-3702-43465	33.81
QUILL CORPORATION	19360673/19333726/19430251	09/24/2021	AVERY BIG TAG DIVIDERS	503-3702-44606	16.14
QUILL CORPORATION	19360673/19333726/19430251	09/24/2021	DYMO LABEL MAKER TAPE	503-3702-44606	42.46
QUILL CORPORATION	19360673/19333726/19430251	09/24/2021	DISPOSABLE FACE MASKS	503-3702-44606	39.98
QUILL CORPORATION	19360673/19333726/19430251	09/24/2021	CLOROX DISINFECTING WIPES	503-3702-44606	33.99
QUILL CORPORATION	19360673/19333726/19430251	09/24/2021	BUSINESS CARDS- BO EASLEY	503-3702-44606	16.18
TRI-STATE GENERATION & TRA...	303222	09/24/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	39,401.37
TESTON'S FREEWAY CHEVRON	3737	09/24/2021	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,826.55
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	TIE WRAPLOCK 4/0 C-NECK	503-3702-44607	1,526.00
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	BRACE XARM WOOD	503-3702-44607	243.75
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	BOLT MACHINE 5/8X12	503-3702-44607	207.00

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WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	BRACKET HANGER TRANSFORM...	503-3702-44607	120.01
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	INSULATED PIN 7.2 Kv C- NECK ...	503-3702-44607	99.36
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	CROSSARMS 3-3/4X4-3/4X8FT	503-3702-44607	2,332.00
WESTERN UNITED ELECTRIC	6041871/6043710	09/24/2021	CONN. COMP. PG 2/0-2	503-3702-44607	390.00
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN..	503-3702-43780	220.98
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	193.18
<b>Fund 503 - Electric Total:</b>					<b>446,115.00</b>

## Fund: 504 - Water

SIERRA AUTO/CARQUEST	287561	09/03/2021	CLEVIS 8120	504-3803-47420	5.58
SIERRA AUTO/CARQUEST	288285	09/03/2021	OIL FILTER	504-3803-47420	4.49
SIERRA AUTO/CARQUEST	288285	09/03/2021	AIR FILTER	504-3803-47420	24.44
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	TRU RED 8.5" C 11" MULTUIPU...	504-3803-44606	48.79
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	TRU RED MEMO PADS 4" X 6"	504-3803-44606	3.08
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	SUSTAINABLE DESKTOP STAPLER	504-3803-44606	4.82
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	STAPLES MEMO ALUMINUM ST...	504-3803-44606	7.50
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	PURELL ADVANCED GEL HAND ...	504-3803-44606	44.92
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	PURELL ADVANCED REFRESHIN...	504-3803-44606	46.94
STAPLES CONTRACT & COMME...	3484888669,3484888668	09/03/2021	DISPOSABLE FACE MASKS 50 C...	504-3803-44606	64.95
SILVERSKY, INC.	438159-SI	09/03/2021	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	208.07
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	11,710.28
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/WATER	504-3803-43780	39.78
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	504-3803-41226	170.40
STEVE BELL CONSTRUCTION	C18051	09/03/2021	ANNUAL USE OF BASECOURSE	504-3803-47415	864.00
STEVE BELL CONSTRUCTION	C18051	09/03/2021	ANNUAL USE OF CRUSHER FINES	504-3803-47415	684.00
SUN VALLEY, INC.	159804,159873159991,16005,1...	09/10/2021	UNSTOCKED FIELD SUPPLIES FO...	504-3803-44607	438.58
B & H OIL CO.	52649,52648,52010,52011	09/10/2021	DIESEL FOR TRANSFER TANK A...	504-3803-43316	396.90
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	504-3803-43316	22.50
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	504-3803-47420	56.35
TAXATION AND REVENUE	08312021	09/17/2021	WATER CONSERVATION FEE FY ...	504-3803-43797	1,318.45
HALL ENVIRONMENTAL ANALYS...	2107C67	09/17/2021	HALOACETIC ACID BY 552.3	504-3803-44605	148.11
HALL ENVIRONMENTAL ANALYS...	2107C67	09/17/2021	EPA METHOD 524.2 TTHM	504-3803-44605	100.00
BAKER UTILITY SUPPLY CORP.	291153,291775	09/17/2021	OPEN PO FY 21/22 FOR UNSTO...	504-3803-44607	11,159.72
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	158.97
STEVE BELL CONSTRUCTION	C18059	09/17/2021	24 YARDS OF SAND	504-3803-47415	228.00
STEVE BELL CONSTRUCTION	C18059	09/17/2021	24 YARDS OF BASECOURSE	504-3803-47415	288.00
DPC INDUSTRIES, INC.	DE74000563-21	09/17/2021	DEMURRAGE	504-3803-43465	60.00
PURE OPERATIONS, LLC	NI214617	09/17/2021	ANNUAL WATER METER TESTI...	504-3803-47420	27.08
XEROX CORP.	014259828	09/24/2021	BASE COURSE CHARGE METERE...	504-3803-43465	181.38
TESTON'S FREEWAY CHEVRON	3755	09/24/2021	DIESEL FUEL	504-3803-43316	592.60
TESTON'S FREEWAY CHEVRON	3755	09/24/2021	UNLEADED FUEL	504-3803-43316	861.89
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	1,288.12
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.97
<b>Fund 504 - Water Total:</b>					<b>31,928.66</b>

## Fund: 505 - Solid Waste

SIERRA AUTO/CARQUEST	287566	09/03/2021	HYDRAULIC CRIMPS	505-3904-47420	24.00
SIERRA AUTO/CARQUEST	287566	09/03/2021	HYDRAULIC HOSE	505-3904-47420	63.14
SIERRA AUTO/CARQUEST	287566	09/03/2021	HYDRAULIC FITTINGS	505-3904-47420	19.48
SIERRA AUTO/CARQUEST	287566	09/03/2021	HYDRAULIC FITTINGS	505-3904-47420	18.44
SIERRA AUTO/CARQUEST	288410	09/03/2021	CLEARANCE LIGHTS	505-3904-47420	79.99
SIERRA AUTO/CARQUEST	288410	09/03/2021	18" XTRACLEAR WIPERS	505-3904-47420	9.98
SIERRA AUTO/CARQUEST	288411	09/03/2021	DIMMER SWITCH	505-3904-47420	10.94
SILVERSKY, INC.	438159-SI	09/03/2021	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	208.07
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	728.28
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/RECYCLE CENTER	505-3904-43780	25.04
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	505-3904-41226	487.20
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	505-3904-43316	24.52
INTERNAL SERVICE FUND	667847	09/10/2021	MAINTENANCE -GAS & OIL	505-3904-47420	393.04
CRESCENT ELECTRIC SUPPLY C...	S509418923.002	09/10/2021	GUBBEL WD 30A 3P DISK SW (...	505-3904-43403	128.27

## Expense Approval Report

Payable Dates: 9/1/2021 - 9/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CRESCENT ELECTRIC SUPPLY C...	S509418923/S509394961	09/10/2021	B3100 SIEMENS BREAKER 100A ...	505-3904-43403	190.32
CRESCENT ELECTRIC SUPPLY C...	S509418923/S509394961	09/10/2021	B330NABCO SIEMENS BREAKER...	505-3904-43403	138.56
CRESCENT ELECTRIC SUPPLY C...	S509418923/S509394961	09/10/2021	HBL7810D HUBBELL WD 30A 60...	505-3904-43403	98.07
CRESCENT ELECTRIC SUPPLY C...	S509418923/S509394961	09/10/2021	B350 SIEMENS BREAKER 50A 3P	505-3904-43403	138.56
BORDER INTERNATIONAL TRUC...	X400065961.01	09/10/2021	PASSENGER SIDE DOOR HINGES	505-3904-47420	417.06
BORDER TIRE, LLC	0003006789	09/17/2021	ROTATE MOUNTED 2 TIRES	505-3904-47420	30.00
PARKHILL SMITH & COOPER	01859321.00-3	09/17/2021	ENVIRONMENTAL LANDFILL M...	505-3904-48599	805.50
PARADIGM SOFTWARE, LLC	13196	09/17/2021	TCNM-ANNUAL STANDARD SUP...	505-3904-43815	1,339.45
AMAZON CAPITAL SERVICES, IN...	17TL-TW7Y-VL99,1C1PY4M-97...	09/17/2021	WRANGLER MEN'S WESTERN LS...	505-3904-42620	80.10
AMAZON CAPITAL SERVICES, IN...	17TL-TW7Y-VL99,1C1PY4M-97...	09/17/2021	WRANGLER AUTHENTICS SS CL...	505-3904-42620	60.42
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	DIAL DISPENSER FOR LIQ LITER ...	505-3904-44607	48.56
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	LYSOL BRAND CRISP LIN DISINF...	505-3904-44607	72.00
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	DIAL PROFESSIONAL LIQ.HAND ...	505-3904-44607	43.38
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	WINDEX ORIG GLASS & WIND...	505-3904-44607	17.64
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	PURELL ADV. HAND SANITIZER	505-3904-44607	36.79
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	CLOREX CLEANING WIPES 90 CT.	505-3904-44607	15.99
AMAZON CAPITAL SERVICES, IN...	1K9-G93L-7397,1CJ9-VPND-LM...	09/17/2021	CLOREX PERFORMANCE BLEAC...	505-3904-44607	27.55
AUTOZONE STORES, LLC	2529948079	09/17/2021	AZ -DEF- AUTOZONE	505-3904-43316	180.00
NORTHERN TOOL & EQUIPMEN...	48547049/48315262	09/17/2021	NORTON METAL GRINDING WH...	505-3904-44607	7.18
NORTHERN TOOL & EQUIPMEN...	48547049/48315262	09/17/2021	SPK NORTON CUTOFF BLADES	505-3904-44607	43.96
NORTHERN TOOL & EQUIPMEN...	48547049/48315262	09/17/2021	MMILWAUKEE ABRASIVE META...	505-3904-44613	199.00
CITY OF LAS CRUCES	81440	09/17/2021	SCSWA OPEN PO FY2021-2022	505-3904-45601	45,349.17
CITY UTILITIES	9/15/21	09/17/2021	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	26,549.58
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.20
WEX BANK	73699040	09/24/2021	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	4,626.20
XEROX CORP.	014259823	09/24/2021	METER USAGE & BASE CHARGE...	505-3904-43465	134.99
XEROX CORP.	014367727	09/24/2021	METER USAGE & BASE CHARGE...	505-3904-43465	38.62
4 RIVERS EQUIPMENT	1152391	09/24/2021	SEAT	505-3904-47420	2,279.08
AMAZON CAPITAL SERVICES, IN...	1GY-J-RRMV-KXNN	09/24/2021	BASIC MEDICAL SYN VINYL EX ....	505-3904-44607	48.29
AMAZON CAPITAL SERVICES, IN...	1GY-J-RRMV-KXNN	09/24/2021	LAFORMO TAILGATE MOLDING ...	505-3904-44607	29.00
AMAZON CAPITAL SERVICES, IN...	1GY-J-RRMV-KXNN	09/24/2021	GLAD 13 GAL BLUE TRASH BAGS...	505-3904-44607	33.89
SOUTHWEST CONSTRUCTION P...	90692	09/24/2021	HD STABILIZER PADS	505-3904-47420	379.20
SOUTHWEST CONSTRUCTION P...	90692	09/24/2021	BOLT 5/8" X 2 1/4"	505-3904-47420	7.04
SOUTHWEST CONSTRUCTION P...	90692	09/24/2021	NUT 5/8"	505-3904-47420	4.72
SOUTHWEST CONSTRUCTION P...	90692	09/24/2021	HEAT TREATED BLADE W/8 HOL...	505-3904-47420	286.88
REED'S TIRE CENTER	9797	09/24/2021	2 TIRES MOUNTED	505-3904-47420	86.55
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	137.64
BARTOO SAND & GRAVEL, INC.	M36794	09/24/2021	CRUSHER FINES-ENGINEERED FI...	505-3904-47415	211.58
BARTOO SAND & GRAVEL, INC.	M36799	09/24/2021	TRANSPORT TRUCK TO REPAIR ...	505-3904-47420	879.00
Fund 505 - Solid Waste Total:					88,379.11

## Fund: 506 - WWTP

INTEGRATION & CONTROL SOL...	21-180	09/03/2021	1-KELLER AMERICA SUBMERSIB...	506-4005-47420	1,450.00
INTEGRATION & CONTROL SOL...	21-181	09/03/2021	1 KELLER AMERICA SUBMERSIB...	506-4005-44607	1,518.02
SILVERSKY, INC.	438159-SI	09/03/2021	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	208.07
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
CITY UTILITIES	8/24/21	09/03/2021	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	748.79
NEW MEXICO GAS COMPANY, I...	8/27/21	09/03/2021	GAS BILLS/VACUUM STATION	506-4005-43780	26.91
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	506-4005-41226	275.66
AQSEPTENCE GROUP, INC	90233892	09/03/2021	GROM4B GROMMET 4" W/ .55...	506-4005-44607	144.00
AQSEPTENCE GROUP, INC	90233892	09/03/2021	CS24-30 CLNOUT/SENSOR PIPE ...	506-4005-44607	73.54
AQSEPTENCE GROUP, INC	90233892	09/03/2021	CS24-54 CLNOUT/SENSOR PIPE ...	506-4005-44607	87.96
AQSEPTENCE GROUP, INC	90233892	09/03/2021	P10037 VAC PUMP OIL 5 GAL S...	506-4005-44607	1,273.46
AQSEPTENCE GROUP, INC	90233892	09/03/2021	3/8"SILICONE TUBING BLUE	506-4005-44607	157.50
AQSEPTENCE GROUP, INC	90233892	09/03/2021	TUBE 5/8" ID X 13/16"OD PU T...	506-4005-44607	300.00
AQSEPTENCE GROUP, INC	90233892	09/03/2021	ASCI1 2" PVC SENSOR CAP	506-4005-44607	245.28
AQSEPTENCE GROUP, INC	90233892	09/03/2021	TUBE 3/8" ID X 9/16" PU TUBING	506-4005-44607	200.00
HALL ENVIRONMENTAL ANALYS....	2108231,2108292	09/08/2021	EPA METHOD 624 VOCs ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS....	2108231,2108292	09/08/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS....	2108231,2108292	09/08/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	154.67
HALL ENVIRONMENTAL ANALYS....	2108588	09/08/2021	EPA METHOD 624 VOCs ACRYL...	506-4005-48598	180.00

## Expense Approval Report

Payable Dates: 9/1/2021 - 9/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2108588	09/08/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2108588	09/08/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2107A82,2107B77,2107F18,21...	09/08/2021	SM5210B BOD (M5210B)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	2107A82,2107B77,2107F18,21...	09/08/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	77.34
HALL ENVIRONMENTAL ANALYS...	2107A82,2107B77,2107F18,21...	09/08/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	540.00
HALL ENVIRONMENTAL ANALYS...	2107A82,2107B77,2107F18,21...	09/08/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	210.00
SUN VALLEY, INC.	159700,159725,159746,159798...	09/10/2021	UNSTOCKED FIELD SUPPLIES FO...	506-4005-44607	191.30
VILLAGE OF WILLIAMSBURG	08312021	09/17/2021	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	4,094.12
COVE ENVIRONMENTAL, LLC	111-3-21	09/17/2021	QUARTERLY WET TEST	506-4005-48598	1,800.00
HALL ENVIRONMENTAL ANALYS...	2108662	09/17/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2108662	09/17/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2108662	09/17/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2108662	09/17/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	18.98
HALL ENVIRONMENTAL ANALYS...	2108A29,2108B00	09/17/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2108A29,2108B00	09/17/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2108A29,2108B00	09/17/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2108A29,2108B00	09/17/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
CITY UTILITIES	9/15/21	09/17/2021	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	17.22
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
HALL ENVIRONMENTAL ANALYS...	2108E06	09/24/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2108E06	09/24/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2108E06	09/24/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2109082,2109483	09/24/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2109082,2109483	09/24/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2109082,2109483	09/24/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2109082,2109483	09/24/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
IDEXX DISTRIBUTION, INC	3090711964,3090711965	09/24/2021	UN3373-WQC COLIFORM/E.COLI	506-4005-44607	279.31
IDEXX DISTRIBUTION, INC	3090711964,3090711965	09/24/2021	WV 120 SBST-20 VESSELS W/ST...	506-4005-44607	22.90
IDEXX DISTRIBUTION, INC	3090711964,3090711965	09/24/2021	COLILERT/QTRAY2K COMBO 20...	506-4005-44607	447.86
TESTON'S FREEWAY CHEVRON	3756	09/24/2021	UNLEADED FUEL	506-4005-43316	839.18
DPC INDUSTRIES, INC.	747002098-21	09/24/2021	CAL-HYPO GRANULAR ( HTH P...	506-4005-44607	645.75
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	427.65
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	356.15

Fund 506 - WWTP Total: 20,154.00

## Fund: 508 - Golf Course

SIERRA AUTO/CARQUEST	288939	09/03/2021	OPEN P.O. FOR AUGUST 2021	508-4303-44607	137.04
TDS	8/18/21	09/03/2021	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
NM RETIREE HEALTH CARE	819016	09/03/2021	NM RETIREE HEALTH- PPE 2021...	508-4303-41226	85.20
SUN VALLEY, INC.	159802/6	09/10/2021	OPEN P.O. FOR AUGUST 2021	508-4303-44607	607.05
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	85.20
XEROX CORP.	014367730	09/24/2021	BASE CHARGES METER USAGE F...	508-4303-43465	164.71
HELENA CHEMICALS	14144842	09/24/2021	CRAB GRASS KILLER	508-4303-44607	150.00
YAMAHA MOTOR FINANCE COR...	753243	09/24/2021	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
CITY UTILITIES	9/10/21	09/24/2021	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,410.00
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.63

Fund 508 - Golf Course Total: 4,223.34

## Fund: 509 - Muni Airport

SIERRA AUTO/CARQUEST	288541	09/03/2021	PRESSURE WASHER	509-4403-44613	389.99
SIERRA AUTO/CARQUEST	288541	09/03/2021	WATER HOSE	509-4403-44613	37.99
SIERRA ELECTRIC CO-OP, INC.	.02154	09/10/2021	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	1,185.42
NM RETIREE HEALTH CARE	927836	09/17/2021	RETIREE HEALTHCARE PPE 2021...	509-4403-41226	32.40
XEROX CORP.	014367731	09/24/2021	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	41.69
THE LINE, LLC	1359	09/24/2021	A.T.A.C 2.08 SIDE ZIP DESERT SI...	509-4403-42620	110.00
THE LINE, LLC	1359	09/24/2021	A.T.A.C 2.08 SIDE ZIP DESERT SI...	509-4403-42620	110.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	A.T.A.C 2.08 SIDE ZIP DESERT SI...	509-4403-42620	110.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00

## Expense Approval Report

Payable Dates: 9/1/2021 - 9/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00
THE LINE, LLC	1359	09/24/2021	DISCOUNT	509-4403-42620	-140.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00
THE LINE, LLC	1359	09/24/2021	PERFORMANCE SHORT SLEEVE ...	509-4403-42620	90.00
THE LINE, LLC	1359	09/24/2021	TACTICAL POR RIPSTOP PANT 3...	509-4403-42620	55.00
THE LINE, LLC	1359	09/24/2021	TACTICAL PRO RIPSTOP PANT 3...	509-4403-42620	55.00
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	SCOTCH HEAVY-DUTY SHIPPING...	509-4403-44606	19.17
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	WHITE COPY PAPER (8 1/2 X 11")	509-4403-44606	69.98
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	CLOXOX DISINFECTING WIPES 7...	509-4403-44606	62.26
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	PILOT G2 GEL INK PENS (BLACK)	509-4403-44606	42.62
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	AVEENO DAILY MOISTURIZING ...	509-4403-44606	31.99
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	OFFICE DEPOT CAPPER CLIPS	509-4403-44606	6.58
OFFICE DEPOT	190038433001/190041403001...	09/24/2021	DAWN PRO DISHWASHING LIQU...	509-4403-44606	4.87
TESTON'S FREEWAY CHEVRON	3727	09/24/2021	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	259.21
D&H UNITED FUELING SOLUTI...	834807	09/24/2021	SERVICE CALL FOR JET A FUEL F...	509-4403-47420	2,490.11
WINDSTREAM CORPORATION	9/20/21	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	324.17
VERIZON WIRELESS	9888486885	09/24/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.16
Fund 509 - Muni Airport Total:					6,330.61
<b>Fund: 600 - Internal Serv</b>					
SOUTHWEST SIGN SERVICE	11533	09/03/2021	DEPARTMENT DECALS	600-7003-44607	119.00
SOUTHWEST SIGN SERVICE	11533	09/03/2021	VINYL NUMBERS	600-7003-44607	26.60
SIERRA AUTO/CARQUEST	287558	09/03/2021	BATTERY SILVER	600-7003-44607	123.82
SIERRA AUTO/CARQUEST	287558	09/03/2021	BATTERY SILVER	600-7003-44607	123.82
SIERRA AUTO/CARQUEST	287558	09/03/2021	BATTERY F	600-7003-44607	125.11
SIERRA AUTO/CARQUEST	287558	09/03/2021	BATTERY SILVER	600-7003-44607	247.64
SIERRA AUTO/CARQUEST	287558	09/03/2021	1/4 MM PLUG	600-7003-44607	5.98
SIERRA AUTO/CARQUEST	287562	09/03/2021	ACRYLIC ENAMEL 2X GLOSS WH...	600-7003-47420	30.60
SIERRA AUTO/CARQUEST	287562	09/03/2021	MINI BULB	600-7003-47420	4.50
SIERRA AUTO/CARQUEST	287562	09/03/2021	HALOGEN HEADLAMP	600-7003-47420	12.07
SIERRA AUTO/CARQUEST	287565	09/03/2021	LIME GREEN PAINT	600-7003-44607	7.32
SIERRA AUTO/CARQUEST	287565	09/03/2021	SLIME SED 1 GAL W/PUMP	600-7003-44607	29.42
SIERRA AUTO/CARQUEST	287567	09/03/2021	1/2 12POINT DEEP SOCKET	600-7003-44607	6.74
SIERRA AUTO/CARQUEST	287567	09/03/2021	1/2 12POIUNT DEEP SOCKET 1...	600-7003-44607	6.08
SIERRA AUTO/CARQUEST	287567	09/03/2021	SOCKET DP 3/8DR 15/16	600-7003-44607	5.36
SIERRA AUTO/CARQUEST	287567	09/03/2021	DEEP SOCKET 1/2 DRIVE 7/16	600-7003-44607	5.33
SIERRA AUTO/CARQUEST	287567	09/03/2021	SOCKET DP 3/8 DR 12 POINT	600-7003-44607	5.19
SIERRA AUTO/CARQUEST	287567	09/03/2021	1/2 12POINT DEEP SOCKET 1-1/4	600-7003-44607	11.54
SIERRA AUTO/CARQUEST	287567	09/03/2021	COMBO WRENCH 23MM	600-7003-44607	11.80
SIERRA AUTO/CARQUEST	287567	09/03/2021	1/2 12 POINT DEEP SOCKET 12...	600-7003-44607	6.91
SIERRA AUTO/CARQUEST	287568	09/03/2021	SENSOR ASSEMBLY	600-7003-47420	89.30
SIERRA AUTO/CARQUEST	287568	09/03/2021	INTERCOOLER	600-7003-47420	489.99
SIERRA AUTO/CARQUEST	287614	09/03/2021	STUD REMOVER	600-7003-44607	33.96
SIERRA AUTO/CARQUEST	288409	09/03/2021	DIELECTRIC GREASE	600-7003-44607	6.08
SIERRA AUTO/CARQUEST	288693	09/03/2021	TAP AND DIE SET	600-7003-44607	26.99
SIERRA AUTO/CARQUEST	288694	09/03/2021	BATTERY TERMINAL	600-7003-44607	8.50
SIERRA AUTO/CARQUEST	288696	09/03/2021	PREMIUM WASH THINNER	600-7003-44607	14.67
SIERRA AUTO/CARQUEST	288775	09/03/2021	BRAKE FLUID DOT-3	600-7003-44607	21.96
SIERRA AUTO/CARQUEST	288775	09/03/2021	COUPLER	600-7003-44607	12.90
SIERRA AUTO/CARQUEST	288775	09/03/2021	NUTS AND WAWSHERS (HARD...	600-7003-44607	5.09
AMAZON CAPITAL SERVICES, IN...	1H6X-4JW3-K94L,1LDQ-7QCW-...	09/17/2021	GEARWRENCH 1/2" DRIVE DEEP...	600-7003-44607	7.09
AMAZON CAPITAL SERVICES, IN...	1H6X-4JW3-K94L,1LDQ-7QCW-...	09/17/2021	CRAFTSMAN 1" COMBINATION...	600-7003-44607	23.94
AMAZON CAPITAL SERVICES, IN...	1H6X-4JW3-K94L,1LDQ-7QCW-...	09/17/2021	TITAN 26MM 1/2"DRIVE 12PT ...	600-7003-44607	11.58
AMAZON CAPITAL SERVICES, IN...	1H6X-4JW3-K94L,1LDQ-7QCW-...	09/17/2021	TEKTON 1/2" DRIVEX 25MM DE...	600-7003-44607	8.73
POWER FORD	5417096	09/17/2021	SPRING	600-7003-47420	2,000.80
POWER FORD	5417096	09/17/2021	SEAT ASSEMBLY	600-7003-47420	316.74

**Expense Approval Report****Payable Dates: 9/1/2021 - 9/30/2021**

<b>Vendor Name</b>	<b>Payable Number</b>	<b>Post Date</b>	<b>Description (Item)</b>	<b>Account Number</b>	<b>Amount</b>
POWER FORD	5417096	09/17/2021	SEAT BELT ASSEMBLY	600-7003-47420	293.77
XEROX CORP.	014367732	09/24/2021	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	118.14
TESTON'S FREEWAY CHEVRON	3763	09/24/2021	FUEL PURCHASES /OPEN PO FY ...	600-7003-43316	110.55
<b>Fund 600 - Internal Serv Total:</b>					<b>4,515.61</b>
<b>Grand Total:</b>					<b>972,947.98</b>



## Report Summary

## Fund Summary

Fund	Payment Amount
101 - General	111,416.60
201 - Corrections	171.00
209 - Fire	2,618.17
214 - Lodgers Tax	3,848.68
216 - Muni Street	26,599.73
294 - State Library	890.08
295 - Muni Pool	6,639.90
296 - PD GRT	828.00
303 - Vet Wall	143.73
312 - R&R Airport	45,555.38
320 - USDA WATER SYSTEM IMPROVEMENTS	146,681.70
360 - NMFA PROJECTS	3,705.75
403 - Pledge State	18,834.93
501 - Cemetery	602.24
502 - Util Office - Pool	2,765.76
503 - Electric	446,115.00
504 - Water	31,928.66
505 - Solid Waste	88,379.11
506 - WWTP	20,154.00
508 - Golf Course	4,223.34
509 - Muni Airport	6,330.61
600 - Internal Serv	4,515.61
<b>Grand Total:</b>	<b>972,947.98</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	7,036.95
101-1001-41226	RETIREE INSURANCE	302.40
101-1001-43465	RENT OF EQUIPMENT	496.64
101-1001-43740	PRINTING/PUBLISHING	202.41
101-1001-43775	TELEPHONE	278.80
101-1002-41226	RETIREE INSURANCE	162.14
101-1002-42720	EMPLOYEE TRAINING-M...	164.47
101-1002-43770	SUBSCRIPTION & DUES	345.00
101-1002-43775	TELEPHONE	172.56
101-1002-44606	OFFICE SUPPLIES	290.20
101-1003-41226	RETIREE INSURANCE	443.32
101-1003-43316	GAS & OIL	43.93
101-1003-43465	RENT OF EQUIPMENT	260.15
101-1003-43775	TELEPHONE	392.07
101-1004-41226	RETIREE INSURANCE	391.06
101-1004-43465	RENT OF EQUIPMENT	549.12
101-1004-43740	PRINTING/PUBLISHING	385.07
101-1004-43775	TELEPHONE	251.12
101-1004-48599	OTHER CONTRACTUAL SE...	397.00
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	109.98
101-1006-44607	FIELD SUPPLIES	933.48
101-1006-48598	PROFESSIONAL SERVICES	1,068.48
101-1006-48599	OTHER CONTRACTUAL SE...	895.70
101-1007-41226	RETIREE INSURANCE	1,467.14
101-1007-43316	GAS & OIL	3,667.06
101-1007-43465	RENT OF EQUIPMENT	303.80
101-1007-43740	PRINTING/PUBLISHING	327.50
101-1007-43775	TELEPHONE	1,400.53
101-1007-43815	SOFTWARE	9,865.00
101-1007-44606	OFFICE SUPPLIES	15.29

## Account Summary

Account Number	Account Name	Payment Amount
101-1007-44607	FIELD SUPPLIES	621.54
101-1007-44615	SAFETY EQUIPMENT	220.99
101-1007-47420	MAINTENANCE VEHICLE/...	374.77
101-1008-41226	RETIREE INSURANCE	311.77
101-1008-43316	GAS & OIL	807.37
101-1008-43775	TELEPHONE	264.96
101-1008-44607	FIELD SUPP-CODE ENF/AN...	667.20
101-1009-41226	RETIREE INSURANCE	428.06
101-1009-43316	GAS & OIL	852.88
101-1009-43465	RENT OF EQUIPMENT	1,828.19
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-43775	TELEPHONE	145.81
101-1009-44607	FIELD SUPPLIES-MUNI RE...	304.01
101-1009-47415	MAINTENANCE--REPAIRS ...	5,858.00
101-1009-47420	MAINTENANCE VEHICLE/...	251.24
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43770	SUBSCRIPTION & DUES	35.00
101-1010-43775	TELEPHONE	93.76
101-1010-48555	CLEAN UP & DEMOLITION...	4,111.07
101-1010-48598	PROFESSIONAL SERVICES	1,554.19
101-1011-41226	RETIREE INSURANCE	570.91
101-1011-43775	TELEPHONE	69.97
101-1012-41226	RETIREE INSURANCE	228.00
101-1012-42720	EMPLOYEE TRAINING-FLE...	334.00
101-1012-43316	GAS & OIL	897.75
101-1012-43775	TELEPHONE	86.28
101-1012-44607	FIELD SUPPLIES-FLEET MA...	55.54
101-1013-44606	OFFICE SUPPLIES	15.29
101-1013-48598	PROFESSIONAL SERVICES	3,732.70
101-1014-41226	RETIREE INSURANCE	324.00
101-1014-42620	UNIFORM/LINEN-FACILITY..	774.00
101-1014-43316	GAS & OIL	597.37
101-1014-43403	REGULAR BUILDING MAI...	795.17
101-1014-43775	TELEPHONE	109.29
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,828.08
101-1016-41226	RETIREE INSURANCE	361.46
101-1016-44606	OFFICE SUPPLIES	174.95
101-1017-48599	OTHER CONTRACTUAL SE...	24,964.60
101-1018-43780	UTILITIES	17,193.18
101-1018-43815	SOFTWARE LIC/SOFTWAR...	208.08
101-1040-43465	RENT OF EQUIPMENT	236.57
101-1040-48599	OTHER CONTRACTUAL SE...	5,067.03
101-1099-34348	RENT OF PUBLIC FACILITIES	650.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	171.00
209-1603-43316	GAS & OIL	230.12
209-1603-43465	RENT OF EQUIPMENT	260.37
209-1603-43775	TELEPHONE	362.69
209-1603-43780	UTILITIES	576.90
209-1603-47415	MAINTENANCE--REPAIRS ...	1,188.09
214-2503-47406	PROMOTIONAL/ADVERTIS...	289.62
214-2503-47597	9% ADVERTISING/MARKET..	824.92
214-2503-48599	OTHER CONTRACTUAL SE...	2,291.66
214-2503-60596	STATE ADVERTISING GRA...	442.48
216-4503-43316	GAS & OIL	2,427.75
216-4503-43550	ROADWAY MAINTENANCE	8,720.74
216-4503-44607	FIELD SUPPLIES-STREETS	629.41
216-4503-47420	MAINT.VEHICLE/FURN/E...	14,821.83
294-5003-43465	RENT OF EQUIPMENT	16.87

## Account Summary

Account Number	Account Name	Payment Amount
294-5003-43775	TELEPHONE	168.28
294-5003-60834	STATE LIBRARY GRANT-ST...	704.93
295-4803-34355	POOL DEPOSIT/RENTAL	100.00
295-4803-41226	RETIREE INSURANCE	97.48
295-4803-42620	UNIFORMS-LIFEGUARDS	148.97
295-4803-43465	RENT OF EQUIPMENT	34.23
295-4803-43775	TELEPHONE	28.76
295-4803-43780	UTILITIES-MUNI POOL	2,750.06
295-4803-44607	FIELD SUPPLIES-MUNI PO...	3,480.40
296-2403-42720	EMPLOYEE TRAINING	828.00
303-4703-43775	TELEPHONE	143.73
312-7013-48598	PROFESSIONAL SERVICES	45,555.38
320-6603-80860	INFRASTRUCTURE	146,681.70
360-7011-48598	PROFESSIONAL SERVICES	3,705.75
403-1203-12918	CWPA TORC 18 OPERATI...	690.58
403-1203-12919	CWPA TORC 19 OPERATI...	7,598.76
403-1203-12967	PPRF-4967 OPERATING	10,545.59
501-1803-43780	UTILITIES	602.24
502-3601-37380	Miscellaneous Revenue	785.76
502-3601-41226	RETIREE INSURANCE	468.14
502-3601-43316	GAS & OIL	348.60
502-3601-43465	RENT OF EQUIPMENT	499.69
502-3601-43775	TELEPHONE	192.07
502-3601-43780	UTILITIES	412.79
502-3601-44607	FIELD SUPPLIES	24.21
502-3601-47420	MAINTENANCE-VEHICLE/...	34.50
503-3702-41226	RETIREE INSURANCE	856.81
503-3702-43316	GAS & OIL	1,826.55
503-3702-43465	RENT OF EQUIPMENT	138.05
503-3702-43770	SUBSCRIPTION & DUES	100.00
503-3702-43775	TELEPHONE	243.26
503-3702-43780	UTILITIES	6,462.96
503-3702-43815	SOFTWARE LIC/SOFTWAR...	208.07
503-3702-44606	OFFICE SUPPLIES	148.75
503-3702-44607	FIELD SUPPLIES	48,447.74
503-3702-44615	SAFETY EQUIPMENT	1,038.00
503-3702-47420	MAINTENANCE-VEHICLE/...	731.04
503-3702-48598	PROFESSIONAL SERVICES	4,200.00
503-3702-48599	OTHER CONTRACTUAL SE...	4,800.00
503-3702-50795	WHOLESALE POWER COS...	376,913.77
504-3803-41226	RETIREE INSURANCE	329.37
504-3803-43316	GAS & OIL	1,873.89
504-3803-43465	RENT OF EQUIPMENT	241.38
504-3803-43775	TELEPHONE	69.97
504-3803-43780	UTILITIES	13,638.18
504-3803-43797	WATER CONSERVATION-...	1,318.45
504-3803-43815	SOFTWARE LIC/SOFTWAR...	208.07
504-3803-44605	CHEMICALS/LABORATORY...	248.11
504-3803-44606	OFFICE SUPPLIES	221.00
504-3803-44607	FIELD SUPPLIES-WATER D...	11,598.30
504-3803-47415	MAINTENANCE--REPAIRS ...	2,064.00
504-3803-47420	MAINTENANCE-VEHICLE/...	117.94
505-3904-41226	RETIREE INSURANCE	974.40
505-3904-42620	UNIFORM/LINEN-SOLID ...	140.52
505-3904-43316	GAS & OIL	4,830.72
505-3904-43403	REGULAR BUILDING MAI...	693.78
505-3904-43465	RENT OF EQUIPMENT	173.61
505-3904-43775	TELEPHONE	137.64

**Account Summary**

Account Number	Account Name	Payment Amount
505-3904-43780	UTILITIES	1,353.32
505-3904-43815	SOFTWARE LIC/SOFTWAR...	1,547.52
505-3904-44607	FIELD SUPPLIES-SOLID WA...	424.23
505-3904-44613	NON-CAPITAL ITEMS	199.00
505-3904-45601	WASTE DISPOSAL	71,898.75
505-3904-47415	MAINTENANCE--REPAIRS ...	211.58
505-3904-47420	MAINTENANCE-VEHICLE/...	4,988.54
505-3904-48599	OTHER CONTRACTUAL SE...	805.50
506-4005-41226	RETIREE INSURANCE	551.32
506-4005-43316	GAS & OIL	839.18
506-4005-43775	TELEPHONE	356.15
506-4005-43780	UTILITIES	1,820.57
506-4005-43815	SOFTWARE LIC/SOFTWAR...	208.07
506-4005-44607	FIELD SUPPLIES-WASTEWA...	5,586.88
506-4005-47420	MAINTENANCE-VEHICLE/...	1,450.00
506-4005-48598	PROFESSIONAL SERVICES	5,247.71
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,094.12
508-4303-41226	RETIREE INSURANCE	170.40
508-4303-43465	RENT OF EQUIPMENT	1,068.22
508-4303-43775	TELEPHONE	680.63
508-4303-43780	UTILITIES	1,410.00
508-4303-44607	FIELD SUPPLIES	894.09
509-4403-41226	RETIREE INSURANCE	32.40
509-4403-42620	UNIFORMS-AIRPORT	1,225.00
509-4403-43316	GAS & OIL	259.21
509-4403-43465	RENT OF EQUIPMENT	41.69
509-4403-43775	TELEPHONE	431.33
509-4403-43780	UTILITIES	1,185.42
509-4403-44606	OFFICE SUPPLIES	237.47
509-4403-44613	NON-CAPITAL ITEMS	427.98
509-4403-47420	MAINTENANCE VEH/EQUI...	2,490.11
600-7003-43316	GAS & OIL	110.55
600-7003-43465	RENT OF EQUIPMENT	118.14
600-7003-44607	FIELD SUPPLIES	1,049.15
600-7003-47420	MAINTENANCE-VEHICLE/...	3,237.77
<b>Grand Total:</b>		<b>972,947.98</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	972,947.98
<b>Grand Total:</b>	<b>972,947.98</b>

**Accounts Payable Transfer Sheet - 20-21 FY**  
**Post Date Ending: 9/03/21,9/08/21,9/10/21,9/17/21,9/24/21**

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL TRANSFERS</u>	<u>Fund Numbers</u>
		9/3/2021	9/8/2021	9/10/2021	9/17/2021	9/24/2021		
101	General	\$53,942.12		\$22,127.02	\$9,002.05	\$25,447.66	\$110,518.85	101
201	Local Government Corrections	\$171.00					\$171.00	201
209	State Fire	\$187.32				\$2,430.85	\$2,618.17	209
211	Law Enforcement Protection							211
214	Lodger's Tax	\$1,114.54		\$416.66	\$442.48	\$1,875.00	\$3,848.68	214
216	Street Renovation	\$1,950.80		\$2,090.25	\$11,096.53	\$11,462.15	\$26,599.73	216
217	Municipal Recreation							217
292	Federal Seizure Share							292
293	Veterans Wall Perpetual							293
294	State Library			\$99.95	\$201.66	\$588.47	\$890.08	294
295	Municipal Pool	\$2,890.16		\$3,629.37	\$57.38	\$62.99	\$6,639.90	295
296	PD-GRT Fund			\$828.00			\$828.00	296
298	PD-Donations							298
302	Electrical Construction							302
303	Veterans Memorial					\$143.73	\$143.73	303
304	SJOA - Grants							304
305	Capital Improvement General							305
306	Capitl Improvement Joint Utility							306
307	Golf Course Improvements							307
308	USDA -Sweeper							308
309	USDA-Wastewater							309
310	R&R-Emergency							310
311	R&R-Sewer							311
312	R&R-Airport					\$45,555.38	\$45,555.38	312
313	R&R-Water							313
314	CDBG - Grant							314
315	CI Reserve- Non Capital Equipment							315
316	Emergency Reserve							316
320	USDA Water System Improvements	\$146,681.70					\$146,681.70	320
360	NMFA PROJECTS					\$3,705.75	\$3,705.75	360
403	Pledge State Tax	\$18,834.93					\$18,834.93	403
501	Cemetery					\$602.24	\$602.24	501
502	Utility Office	\$1,430.82		\$73.71	\$235.87	\$1,025.36	\$2,765.76	502
503	Electric Dept	\$7,607.86	\$14,892.36	\$26,665.99	\$327,951.79	\$68,997.00	\$446,115.00	503
504	Water Dept	\$14,532.04		\$914.33	\$13,488.33	\$2,993.96	\$31,928.66	504
505	Solid Waste	\$2,274.56		\$1,528.40	\$75,393.47	\$9,182.68	\$88,379.11	505
506	WasteWater	\$7,309.19	\$1,858.70	\$191.30	\$6,976.65	\$3,818.16	\$20,154.00	506
507	Solid Waste Landfill/Collection							507
508	Golf Course	\$822.24		\$607.05	\$85.20	\$2,708.85	\$4,223.34	508
509	Municipal Airport	\$427.98		\$1,185.42	\$32.40	\$4,684.81	\$6,330.61	509
600	Internal Service Fund	\$1,624.27		\$897.75	\$2,662.65	\$228.69	\$5,413.36	600
700	PD Bond							700
	Grand Total-Accounts Payable	\$261,801.53	\$16,751.06	\$61,255.20	\$447,626.46	\$185,513.73	\$0.00	\$972,947.98



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: F1.

**SUBJECT:** Public Hearing/Public Input: Presentation and Public input regarding the Automated Water Meter Project

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 8, 2021

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Alex Montano – YearOut Energy Services

**Summary/Background:**

Updated presentation regarding Automated Water Meter Project

**Recommendation:**

No action required

**Attachments:**

- Powerpoint

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

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

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

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

**Final Approval:** ☐ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021



**YEAROUT**  
E N E R G Y

# Improved Water Infrastructure

October 13, 2021



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



# Objectives

- Background
- Project Scope and Cost
- Next Steps



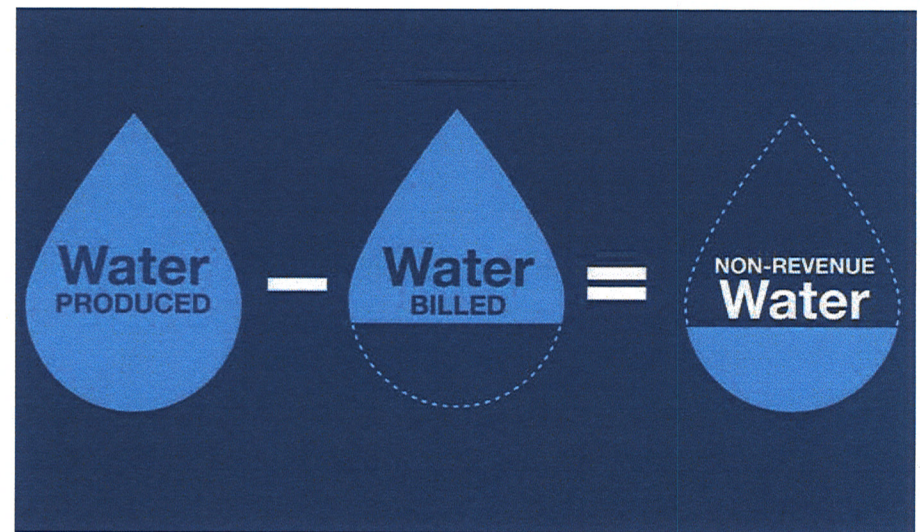
Background

**YEAROUT**  
ENERGY



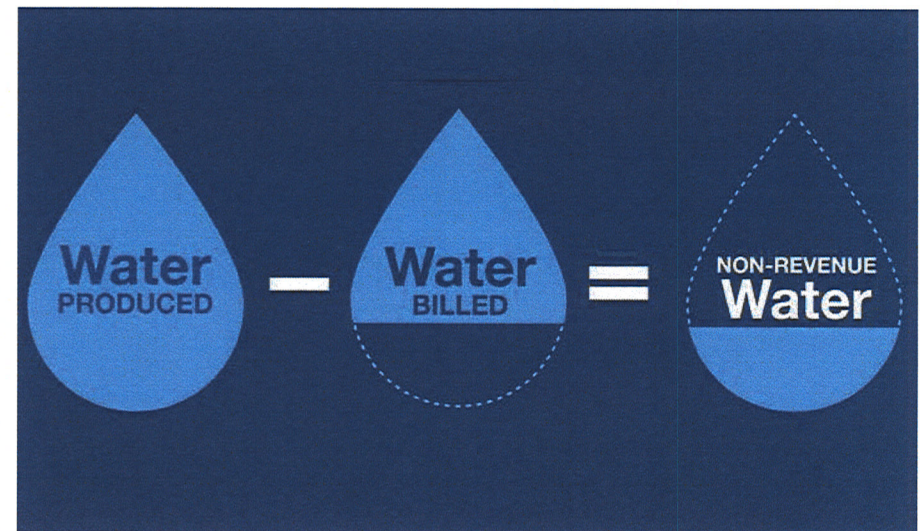
## Background – 2016

- City of Truth or Consequences engaged with Yearout Energy to perform an Investment Grade Audit (IGA) of the City's water and electrical metering infrastructure.
- During the IGA a project scope with **Guaranteed Costs and Savings** is developed.



## Background – 2017

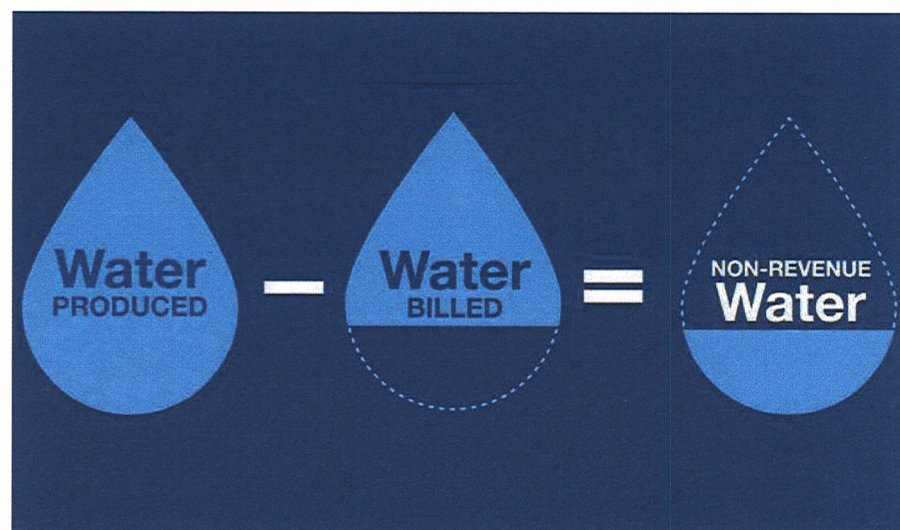
- Yearout Energy analyzed data for 3,511 existing water meters and tested meter accuracy in accordance with AWWA guidelines.
- Yearout Energy presented findings from Water and Electric meter audit along with project financials.
- City of T or C decided not to proceed with project at the time due to the extended payback of the project (burden of electric meters).





## Background – 2018 to Current

- Electric meters with AMI self-performed by City of T or C.
- Continued non-revenue water losses of approximately 115,000,000 gallons per year



## Background – Existing Meter Accuracy

- The most common meter sizes represent over **99.4% of installed meters** and **96.6% of billable gallons**.
- These meters show poor accuracy at all flow rates, specifically low flow.
- The performance of these meters will have likely degraded since the initial study in 2017.

Water Meter Accuracy

Flow Rate \ Meter Size			
	¾"	1"	2"
Low	51.7%	60.0%	78.2%
Medium	95.7%	89.2%	91.2%
High	94.1%	91.9%	92.3%

For comparison, new meters are **97.5%** accurate

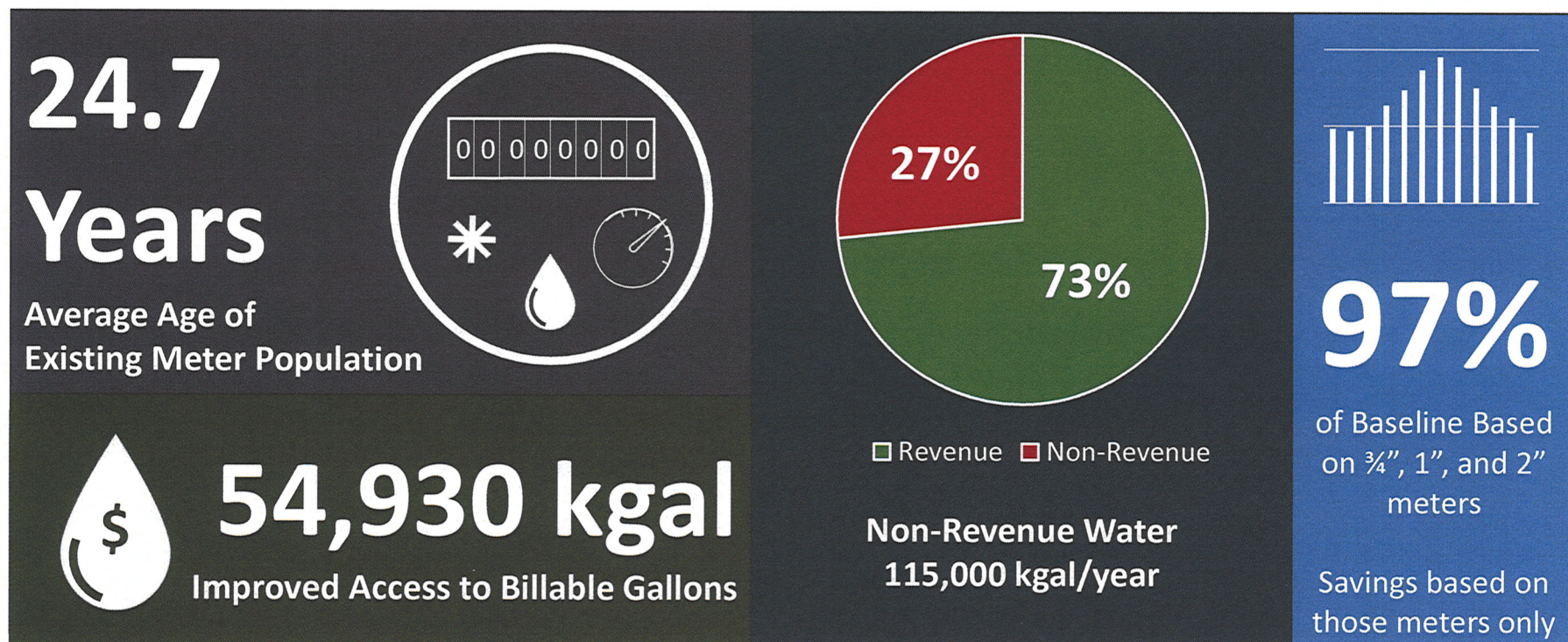


## Background – Key Findings

- Average age of existing meter population – 24.7 years
- Non-revenue water – 26.6%, 115,000 kgal
- Average improved access to billable gallons – 54,930 kgal/year
- 97% of the baseline annual billed water is from  $\frac{3}{4}$ ", 1", and 2" so savings based on those only.



## Background – Key Findings





# Advanced Metering Infrastructure (AMI)

## BENEFITS

- Reliable Technology
- Timely Water Usage Data
- Water Leak Detection
- Accurate Billing
- Water Revenue Optimization
- Reduced O&M Costs
- Lead-Free

## WIDELY ACCEPTED

- Implemented in hundreds of municipalities across the country
- In New Mexico
  - Albuquerque
  - Roswell
  - Santa Fe
  - Los Alamos
  - Las Cruces
  - Espanola
  - ...

# Project Scope and Costs

**YEAROUT**  
ENERGY

## Water Meter Only Scope (2017)

Retrofit Description	Quantity
¾" Meter Install with SET Valve	100
¾" Meter Install	3,294
1" Meter Install	56
1.5" Meter Install	6
2" Meter Install	35
3" Meter Install	7
4" Meter Install	7
8" Meter Install	1
Total	3,506



# Project Financials

	2017 Electric and Water Meters	2021 Water Meters Only*
Turnkey Project Cost	\$5,144,302	\$3,500,000
Upfront Capital Contribution	\$0	\$0
Increased Water & Sewer Revenue	\$200,481	\$250,000
Increased Electricity Revenue	\$0	NA
Year 1 Water and Sewer O&M Savings	\$46,000	\$40,000
Year 1 Electric O&M Savings	\$46,000	NA
Finance Period	20 years	13 years

\*2021 scenario values are estimated at this time

Next Steps

**YEAROUT**  
ENERGY



## Next Steps

- IGA Updates (3 months)
  - Changes since last revision:
    - Electric AMI meters and AMI backbone in place, remove from scope and costs
    - Small changes to quantities of meters (some replaced)
- IGA Certification by NM-OSE (1 month)
- Project Implementation (9 months)



Thank you!

**YEAROUT**  
ENERGY





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.1

**SUBJECT:** Resolution No. 25 21/22 Budget Adjustment Request

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** October 8, 2021

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

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

**Summary/Background:** Reconciling Budget Adjustments Requests (based on Chapter 6, Article 6 NM Statute) needed for budget adjustments, increases, and decreases per attached.

**Recommendation:**

Approval Resolution No. 25 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

**Attachments:**

Resolution -25 21/22

- Schedule of Budget Adjustments, Supporting Documentation

**Fiscal Impact (Finance):** Yes

Changes in funding as presented on the Department of Finance and Administration Schedule of Budget Adjustments

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

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

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

**Final Approval:** ☒ City Manager

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

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 10-13-2021



## **RESOLUTION NO. 25 21/22**

### **A RESOLUTION REQUESTING FINAL BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2021-2022.**

**WHEREAS**, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

**WHEREAS**, the City Commission in and for the City of Truth or Consequences, State of New Mexico needs to adjust the current approved budget for Fiscal Year 2021-2022; and

**WHEREAS**, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the official meeting for the review of said documents was duly advertised in compliance with the State Open Meetings act; and

**WHEREAS**, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined.

**NOW THEREFORE, BE IT RESOLVED** that the City Commission of the City of Truth or Consequences, State of New Mexico hereby adopts the budget adjustment hereinabove described and attached and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

**PASSED, ADOPTED and APPROVED** this **13th of October, 2021**.

---

Sandra Whitehead, Mayor

ATTEST:

---

Angela A. Torres, City Clerk-Treasurer

# DOCUMENT #1

## Kerin Salcedo

---

**From:** Traci Burnette  
**Sent:** Monday, September 20, 2021 2:46 PM  
**To:** Kirkpatrick, Carol; Kerin Salcedo  
**Subject:** Revenue/Expense Increase - Airport  
**Attachments:** Amendment 1.pdf; TCS-21-02 - TRACTOR ATTACHMENTS - EXECUTED.pdf

Good Afternoon,

Please see the attached amendment to Airport Grant TCS-21-02 Tractor-Attachments. This will increase the grant from its original amount of \$106,000.00 to \$135,500.00 due to equipment cost increases. (I will replace this copy with the signed one from the state once received, but wanted to give you plenty of time for BAR paperwork). I have also included the original grant agreement for reference. Let me know if you have any questions.

Traci

Traci Alvarez  
Assistant City Manager  
City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901  
(575) 952-0565  
[tburnette@torcnm.org](mailto:tburnette@torcnm.org)





Project No. TCS-21-02/1  
Contract No. AVA1390  
Vendor No. 0000054340

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the  
(hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation,  
(hereinafter called the "Department").

CITY OF TRUTH OR CONSEQUENCES

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The funding under Section 1, of the original agreement is deleted and replaced with the following

\$135,500

2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

3. The State contribution stated in Exhibit B is

\$135,500

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

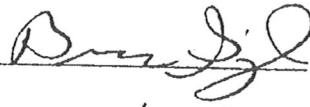
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

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

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

SPONSOR

By: 

Date: 09/20/21

New Mexico Department of Transportation  
Cabinet Secretary or Designee

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

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

Approved as to form and legal sufficiency

By: \_\_\_\_\_  
Assistant General Counsel

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

Project No.	TCS-21-02/1
Contract No.	AVA1390 /1
Vendor No.	0000054340

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF TRUTH OR CONSEQUENCES, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

1. The funding under Section 1, of the original agreement is deleted and replaced with the following:

\$135,500

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3. The State contribution stated in Exhibit B is

\$135,500

4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

*Pedro Ruiz*  
By: \_\_\_\_\_

Date: Sep 20, 2021

SPONSOR

*[Signature]*  
By: \_\_\_\_\_

Date: 09/20/21

New Mexico Department of Transportation  
Cabinet Secretary or Designee

*Justin Reese*  
By: Justin Reese (Sep 23, 2021 10:49 MDT)

Date: Sep 23, 2021

Approved as to form and legal sufficiency

*[Signature]*  
By: \_\_\_\_\_  
Assistant General Counsel

Date: Sep 23, 2021



## City of Truth or Consequences

Municipal Airport | 505 Sims Street  
Truth or Consequences, New Mexico 87901  
Phone (575) 894-6199

Mr. Gilbert,

Due to price changes since our initial quotes for our tractor and implements, I would like to formally request an amendment to contract number AVA1390 (Project # TCS-21-02) to cover the total cost of \$135,453.41.

The original quote used for this grant request was 105,123.58. for the newer quote, updated pricing has brought up the total to \$135,453.41.

Covering this cost allows us to acquire much needed equipment for maintaining our dirt runways.

The base tractor model that is now being quoted has changed from a John Deere 5090E to a John deere 5100. This was done for two reasons, First, the 5090E is does not have enough power to drive the accessories required. Second, the availability of the 5100E is much better than the 5090E. we would not be receiving the 5090E until next May at this point.

Please let me know if there is anything else I can do for you. And thank you as usual for your assistance.

Thank you,

Chad Rosacker

Airport Manager

Truth Or Consequences municipal

A handwritten signature in black ink, appearing to read "Chad Rosacker", written over a horizontal line.



**JOHN DEERE**

## **EXHIBIT B**

**A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

**For any questions, please contact:**

**Joey Sanchez**

South Plains Implement, Ltd.

18770 Alameda

Tornillo, TX 79853

Tel: 915-764-2263

Fax: 915-764-2956

Email: [jsanchez@spitractor.com](mailto:jsanchez@spitractor.com)

- Vendor: Deere & Company
- ☐ 2000 John Deere Run  
Cary, NC 27513
  - ☐ Contract name and number
  - ☐ Signature
  - ☐ Shipping address
  - ☐ Billing address
  - ☐ Membership number (if applicable)
  - ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company.

**If information is not included, the Purchase Order or Letter of Intent will be returned.**





# JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

## Quote Summary

**Prepared For:**

T Or C Airport  
TX

**Delivering Dealer:**

South Plains Implement, Ltd.  
Joey Sanchez  
18770 Alameda  
Tornillo, TX 79853  
Phone: 915-764-2263  
jsanchez@spitractor.com

**Quote ID:** 25037294

**Created On:** 11 August 2021

**Last Modified On:** 13 September 2021

**Expiration Date:** 11 October 2021

### Equipment Summary

JOHN DEERE 5100E Cab Utility  
Tractor

Selling Price	Qty	Extended
\$ 57,500.70 X	1 =	\$ 57,500.70

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 12, 2019

JOHN DEERE 520M Loader

\$ 5,854.13 X	1 =	\$ 5,854.13
---------------	-----	-------------

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 1, 2019

JOHN DEERE R10 Flex wing Rotary  
Cutter

\$ 16,775.42 X	1 =	\$ 16,775.42
----------------	-----	--------------

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 1, 2019

Frontier RB2309 - 9 Ft. Heavy Duty  
Rear Blade

\$ 5,816.00 X	1 =	\$ 5,816.00
---------------	-----	-------------

**Contract:** Federal Open Market Ag 30F\_0007T (PG 1B CG 21)

**Price Effective Date:** September 10, 2021

Frontier AP12G Fixed Pallet Fork for  
Current Loaders with Global Carrier

\$ 1,570.00 X	1 =	\$ 1,570.00
---------------	-----	-------------

**Contract:** Federal Open Market Ag 30F\_0007T (PG 1B CG 21)

**Price Effective Date:** September 10, 2021

2021 PALADIN Sweepster 84"

\$ 18,483.15 X	1 =	\$ 18,483.15
----------------	-----	--------------

**Contract:**

**Price Effective Date:**

**Salesperson :** X \_\_\_\_\_

**Accepted By :** X \_\_\_\_\_

Confidential



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

2021 DEGELMAN DE244600	\$ 29,454.00	X	1	=	\$ 29,454.00
------------------------	--------------	---	---	---	--------------

**Contract:****Price Effective Date:**

<b>Equipment Total</b>	<b>\$ 135,453.40</b>
------------------------	----------------------

\* Includes Fees and Non-contract items

### Quote Summary

Equipment Total	\$ 135,453.40
-----------------	---------------

## Trade In

SubTotal	\$ 135,453.40
----------	---------------

Est. Service	\$ 0.00
--------------	---------

## Agreement Tax

Total	\$ 135,453.40
-------	---------------

Down Payment (0.00)

Rental Applied	(0.00)
----------------	--------

<b>Balance Due</b>	<b>\$ 135,453.40</b>
--------------------	----------------------

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

*Confidential*



**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:  
South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

## JOHN DEERE 5100E Cab Utility Tractor

Hours:

Stock Number:

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)

Selling Price \*  
\$ 57,500.70

Price Effective Date: April 12, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697GP	5100E Cab Utility Tractor	1	\$ 66,908.00	27.25	\$ 18,232.43	\$ 48,675.57	\$ 48,675.57
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat	1	\$ 768.00	27.25	\$ 209.28	\$ 558.72	\$ 558.72
3025	Deluxe Cornerpost Exhaust	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,344.00	27.25	\$ 366.24	\$ 977.76	\$ 977.76
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Four Wheel Drive)	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
8912	Loader Preparation Package	1	\$ 1,800.00	27.25	\$ 490.50	\$ 1,309.50	\$ 1,309.50
<b>Standard Options Total</b>			<b>\$ 3,912.00</b>		<b>\$ 1,066.02</b>	<b>\$ 2,845.98</b>	<b>\$ 2,845.98</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
SJ16226	Rear Wiper Kit	1	\$ 288.75	27.25	\$ 78.68	\$ 210.07	\$ 210.07
BRE10015	Cell Phone Mount Kit	1	\$ 77.39	27.25	\$ 21.09	\$ 56.30	\$ 56.30
RE68495	Power Strip with Six Outlets	1	\$ 57.30	27.25	\$ 15.61	\$ 41.69	\$ 41.69
SJ12143	Horn Kit	1	\$ 22.32	27.25	\$ 6.08	\$ 16.24	\$ 16.24
BSJ10264	Right Hand Door Kit (CAB ONLY)	1	\$ 331.49	27.25	\$ 90.33	\$ 241.16	\$ 241.16
AL80126	Rear Mirror Mechanical - Left	1	\$ 204.44	27.25	\$ 55.71	\$ 148.73	\$ 148.73

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
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915-764-2263  
Admin@spitractor.com

AL80127	Rear Mirror Mechanical - Right	1	\$ 204.44	27.25	\$ 55.71	\$ 148.73	\$ 148.73
AL232067	Radio - AM/FM, Bluetooth Ready, and Satellite Capable	1	\$ 722.89	27.25	\$ 196.99	\$ 525.90	\$ 525.90
AL222926	Antenna	1	\$ 139.58	27.25	\$ 38.04	\$ 101.54	\$ 101.54
BSJ10110	3rd Rear SCV (Upgrade from 2 rear SCV)	1	\$ 1,065.45	27.25	\$ 290.34	\$ 775.11	\$ 775.11
BSJ10105	3rd Function Mid Hydraulic Control Valve Kit (Converting Dual Mid to Triple Mid)	1	\$ 1,870.00	27.25	\$ 509.58	\$ 1,360.43	\$ 1,360.43
RE244870	Rear Fender Extension	1	\$ 220.19	27.25	\$ 60.00	\$ 160.19	\$ 160.19
R213907	Weight, rear wheel - 43.09 kg (95 lb)	4	\$ 154.77	27.25	\$ 42.17	\$ 450.38	\$ 450.38
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 567.78	27.25	\$ 154.72	\$ 413.06	\$ 413.06
SJ14958	Beacon Light Kit	1	\$ 135.56	27.25	\$ 36.94	\$ 98.62	\$ 98.62
RE229427	Backup alarm kit	1	\$ 184.80	27.25	\$ 50.36	\$ 134.44	\$ 134.44
DZ102076	Engine Block Heater (120V)	1	\$ 146.49	27.25	\$ 39.92	\$ 106.57	\$ 106.57
<b>Dealer Attachments Total</b>			<b>\$ 6,857.95</b>		<b>\$ 1,868.79</b>	<b>\$ 4,989.16</b>	<b>\$ 4,989.16</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
			<b>Fees</b>				
	Customer Delivery Open Market	1	990.00			990.00	990.00
<b>Equipment Fees Total</b>			<b>\$ 990.00</b>		<b>\$ 990.00</b>	<b>\$ 990.00</b>	<b>\$ 990.00</b>
<b>Total Selling Price</b>			<b>\$ 78,667.95</b>		<b>\$ 21,167.24</b>	<b>\$ 57,500.71</b>	<b>\$ 57,500.71</b>

## JOHN DEERE 520M Loader

**Equipment Notes:****Hours:****Stock Number:****Selling Price \***

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**\$ 5,854.13****Price Effective Date:** April 1, 2019

\* Price per item - includes Fees and Non-contract items

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 7,051.00	27.25	\$ 1,921.40	\$ 5,129.60	\$ 5,129.60
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,122.00	27.25	\$ -305.75	\$ -816.25	\$ -816.25
2513	520M Mechanical Farm Loader, Mechanical Self-Leveling (MSL) - Three-function	1	\$ 1,068.00	27.25	\$ 291.03	\$ 776.97	\$ 776.97
4529	Three-function hoses and parts with Single Point Hydraulic Connection	1	\$ 793.00	27.25	\$ 216.09	\$ 576.91	\$ 576.91
5995	Less hood guard	1	\$ -318.00	27.25	\$ -86.66	\$ -231.34	\$ -231.34
6995	Less ballast box	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	\$ 213.00	27.25	\$ 58.04	\$ 154.96	\$ 154.96
<b>Standard Options Total</b>			<b>\$ 634.00</b>		<b>\$ 172.75</b>	<b>\$ 461.25</b>	<b>\$ 461.25</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BW14267	2150-mm (85-in.) replaceable bucket cutting edge with hardware	1	\$ 361.90	27.25	\$ 98.62	\$ 263.28	\$ 263.28
<b>Dealer Attachments Total</b>			<b>\$ 361.90</b>		<b>\$ 98.62</b>	<b>\$ 263.28</b>	<b>\$ 263.28</b>
<b>Value Added Services</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>							
<b>Total Selling Price</b>			<b>\$ 8,046.90</b>		<b>\$ 2,192.77</b>	<b>\$ 5,854.13</b>	<b>\$ 5,854.13</b>

**JOHN DEERE R10 Flex wing Rotary Cutter**

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com**Equipment Notes:**

Hours:

Stock Number:

Selling Price \*

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)

\$ 16,775.42

Price Effective Date: April 1, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2330P	R10 Flex wing Rotary Cutter	1	\$ 21,460.00	27.25	\$ 5,847.85	\$ 15,612.15	\$ 15,612.15
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3336	6 Foam-Filled Tires - (Double tires on center and wing) - Severe duty ag tires	1	\$ 927.00	27.25	\$ 252.61	\$ 674.39	\$ 674.39
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball type hitch	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5290	Suspended Tongue	1	\$ 672.00	27.25	\$ 183.12	\$ 488.88	\$ 488.88
9043	Text Free Operator's Manual and Decal Kit	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,599.00</b>		<b>\$ 435.73</b>	<b>\$ 1,163.27</b>	<b>\$ 1,163.27</b>
<b>Value Added Services</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>							
<b>Total Selling Price</b>			<b>\$ 23,059.00</b>		<b>\$ 6,283.58</b>	<b>\$ 16,775.42</b>	<b>\$ 16,775.42</b>

**Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade****Equipment Notes:**

Hours:

Stock Number:

Selling Price \*

Contract: Federal Open Market Ag 30F\_0007T (PG 1B CG  
21)

\$ 5,816.00

Price Effective Date: September 10, 2021

\* Price per item - includes Fees and Non-contract items

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1323XF	RB2309 - 9 Ft. Heavy Duty Rear Blade	1	\$ 3,964.00	0.00	\$ 0.00	\$ 3,964.00	\$ 3,964.00
<b>Standard Options - Per Unit</b>							
1010	Hydraulic Cylinder Kit, Angle - Offset - Tilt	1	\$ 1,852.00	0.00	\$ 0.00	\$ 1,852.00	\$ 1,852.00
<b>Standard Options Total</b>			<b>\$ 1,852.00</b>		<b>\$ 0.00</b>	<b>\$ 1,852.00</b>	<b>\$ 1,852.00</b>
<b>Total Selling Price</b>			<b>\$ 5,816.00</b>		<b>\$ 0.00</b>	<b>\$ 5,816.00</b>	<b>\$ 5,816.00</b>

## Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier

### Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Federal Open Market Ag 30F\_0007T (PG 1B CG 21)

\$ 1,570.00

Price Effective Date: September 10, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154XF	AP12G Fixed Pallet Fork for Current Loaders with Global Carrier	1	\$ 1,507.00	0.00	\$ 0.00	\$ 1,507.00	\$ 1,507.00
<b>Standard Options - Per Unit</b>							
1010	48 In. Pallet Tine	1	\$ 63.00	0.00	\$ 0.00	\$ 63.00	\$ 63.00
<b>Standard Options Total</b>			<b>\$ 63.00</b>		<b>\$ 0.00</b>	<b>\$ 63.00</b>	<b>\$ 63.00</b>
<b>Total Selling Price</b>			<b>\$ 1,570.00</b>		<b>\$ 0.00</b>	<b>\$ 1,570.00</b>	<b>\$ 1,570.00</b>

**2021 PALADIN Sweepster 84"**



**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com**Equipment Notes:**

Hours: 0

Stock Number:

Selling Price \*

Contract:

\$ 18,483.15

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Open Market	Open Market 84" Sweeper with PTO pump Kit and Hydraulic Functions	1	\$ 18,483.15	0.00	\$ 0.00	\$ 18,483.15	\$ 18,483.15
<b>Total Selling Price</b>			<b>\$ 18,483.15</b>		<b>\$ 0.00</b>	<b>\$ 18,483.15</b>	<b>\$ 18,483.15</b>

**2021 DEGELMAN DE244600****Equipment Notes:**

Hours: 0

Stock Number:

Selling Price \*

Contract:

\$ 29,454.00

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Open Market	Open Market 20' Land Roller W/Hydraulic Swing	1	\$ 25,480.00	0.00	\$ 0.00	\$ 25,480.00	\$ 25,480.00
<b>Other Charges</b>							
	Freight	1	\$ 1,350.00			\$ 1,350.00	\$ 1,350.00
	Customer Setup	1	\$ 1,160.00			\$ 1,160.00	\$ 1,160.00
			<b>\$ 2,510.00</b>			<b>\$ 2,510.00</b>	<b>\$ 2,510.00</b>
<b>Suggested Price</b>							<b>\$ 27,990.00</b>
<b>Fees</b>							
	Customer Delivery	1	984.00			984.00	984.00
	Customer setup	1	480.00			480.00	480.00
	<b>Equipment Fees Total</b>		<b>\$ 1,464.00</b>			<b>\$ 1,464.00</b>	<b>\$ 1,464.00</b>



**JOHN DEERE**

## Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

<b>Total Selling Price</b>	<b>\$ 29,454.00</b>	<b>\$ 0.00</b>	<b>\$ 29,454.00</b>	<b>\$ 29,454.00</b>
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NEW MEXICO DEPARTMENT OF TRANSPORTATION  
Aviation Grant Agreement Form



# ORIGINAL AGREEMENT

Date 6/18/2021

Project Location TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor TRUTH OR CONSEQUENCES, CITY OF

Address 505 SIMS ST.

City TRUTH OR CONSEQUENCES NM Zip Code 87901

**The Sponsor must sign and send a digital PDF copy to their Airport Development Administrator at the NMDOT Aviation Division.**

Participation STATE ONLY

Funding Breakdown 100-0

Contract No. AVA1390

Project No. TCS-21-02

Vendor No. 0000054340

Expiration Date 6/25/2023

Purchase Order No: \_\_\_\_\_

## AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

#### a. Project Description:

TRACTOR & ATTACHMENTS

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 106,000	\$ 0	\$ 0	\$ 106,000

### 2. The Sponsor Shall:

- Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- Provide a representative from its organization who shall serve as the single point of contact for the Department.
- Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- Be responsible for all design and pre-construction activities.
- Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).



- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

### **3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

### **4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

### **5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

### **6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

#### **7. Term.**

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

#### **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

#### **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

#### **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

#### **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

#### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

#### **14. Scope of Agreement.**

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

#### **15. Terms of this Agreement.**

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

#### **16. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**18. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**19. Applicable Law.**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran  
Title: Finance & Administrative Manager  
  
Address: New Mexico Department of Transportation - Aviation Division  
3501 Access Rd C.  
Albuquerque, NM 87106  
Office: (505) 244-1788 ext. 9112  
Fax: (505) 244-1790  
E-mail: dan.moran@state.nm.us

Name: CHAD ROSACKER  
Title: AIRPORT MANAGER  
Sponsor: TRUTH OR CONSEQUENCES, CITY OF  
Address: 505 SIMS ST  
City: TRUTH OR CONSEQUENCES NM Zip Code: 87901  
Office Phone: +1 (760) 646-5301 Fax:   
E-Mail: AIRPORTMANAGER@TORCNM.ORG

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: Justin Reese  
Justin Reese (Jun 25, 2021 10:46 MDT)  
Cabinet Secretary or Designee

Date: Jun 25, 2021

Recommended by:

By: Daniel R Moran  
Daniel R Moran (Jun 24, 2021 09:30 MDT)  
Aviation Division Director  
or Designee

Date: Jun 24, 2021

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: John Howell  
Assistant General Counsel

Date: Jun 25, 2021

**SPONSOR**

Print Name: BRUCE SWINGUE

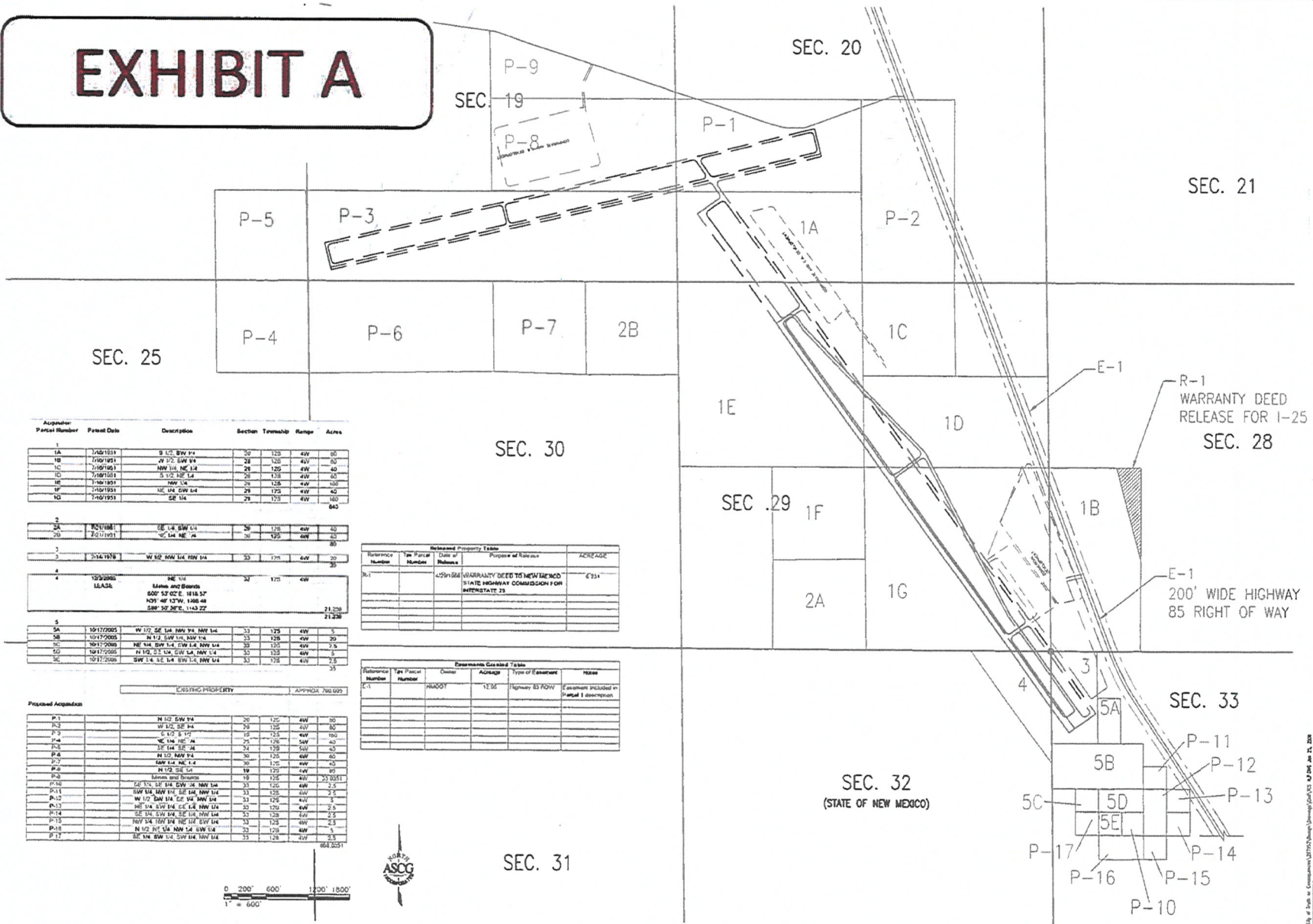
By: Bruce Swingue

Date: 06/22/21

Title: CITY MANAGER



# EXHIBIT A



Acquirement Parcel Number	Parcel Date	Description	Section	Township	Range	Acres
1A	1/10/1951	S 1/2 SW 1/4	20	12S	4W	80
1B	1/10/1951	N 1/2 SW 1/4	20	12S	4W	80
1C	1/10/1951	SW 1/4 NE 1/4	20	12S	4W	80
1D	1/10/1951	S 1/2 SE 1/4	20	12S	4W	80
1E	1/10/1951	SW 1/4	20	12S	4W	80
1F	1/10/1951	NE 1/4 SW 1/4	20	12S	4W	80
1G	1/10/1951	SE 1/4	20	12S	4W	80

2A	8/1/1951	NE 1/4 SW 1/4	20	12S	4W	80
2B	8/1/1951	NE 1/4 NE 1/4	20	12S	4W	80
3	1/16/1951	N 1/2 NW 1/4 NW 1/4	33	12S	4W	80
4	1/16/1951	NE 1/4	33	12S	4W	80
5A	10/17/2005	N 1/2 SE 1/4 NW 1/4 NW 1/4	33	12S	4W	5
5B	10/17/2005	N 1/2 SE 1/4 NW 1/4	33	12S	4W	30
5C	10/17/2005	NE 1/4 SW 1/4 NW 1/4 NW 1/4	33	12S	4W	7.5
5D	10/17/2005	N 1/2 SE 1/4 NW 1/4 NW 1/4	33	12S	4W	9
5E	10/17/2005	SW 1/4 NE 1/4 NW 1/4 NW 1/4	33	12S	4W	7.5

Parcel Number	Parcel Date	Description	Section	Township	Range	Acres
P-1	1/10/1951	N 1/2 SW 1/4	20	12S	4W	80
P-2	1/10/1951	SW 1/4 NE 1/4	20	12S	4W	80
P-3	1/10/1951	S 1/2 SE 1/4	20	12S	4W	80
P-4	1/10/1951	SW 1/4	20	12S	4W	80
P-5	1/10/1951	NE 1/4 SW 1/4	20	12S	4W	80
P-6	1/10/1951	SE 1/4	20	12S	4W	80
P-7	1/10/1951	NE 1/4 NE 1/4	20	12S	4W	80
P-8	1/10/1951	SW 1/4 NE 1/4	20	12S	4W	80
P-9	1/10/1951	NE 1/4 SW 1/4	20	12S	4W	80
P-10	1/10/1951	SE 1/4 NE 1/4	20	12S	4W	80
P-11	1/10/1951	SW 1/4 NE 1/4 NW 1/4	33	12S	4W	7.5
P-12	1/10/1951	N 1/2 SE 1/4 NW 1/4	33	12S	4W	30
P-13	1/10/1951	NE 1/4 SW 1/4 NW 1/4 NW 1/4	33	12S	4W	7.5
P-14	1/10/1951	N 1/2 SE 1/4 NW 1/4 NW 1/4	33	12S	4W	9
P-15	1/10/1951	SW 1/4 NE 1/4 NW 1/4 NW 1/4	33	12S	4W	7.5
P-16	1/10/1951	N 1/2 SE 1/4 NW 1/4 NW 1/4	33	12S	4W	9
P-17	1/10/1951	SE 1/4 NE 1/4 NW 1/4 NW 1/4	33	12S	4W	7.5

Reference Number	As Parcel Number	Date of Release	Purpose of Release	ACREAGE
1	1/10/1951	1/10/1951	WARRANTY DEED TO NEW MEXICO STATE HIGHWAY COMMISSION FOR INTERSTATE 25	473.1

Reference Number	As Parcel Number	Owner	Acres	Type of Easement	Notes
1	1/10/1951	ASCO	12.56	Highway Easement	(as shown included in Parcel 1 description)

**ASCO**  
INCORPORATED  
SPECIALTY SURVEYING & MAPPING  
10000 N. 10TH AVE. SUITE 100  
DENVER, CO 80231  
TEL: 303.733.1111  
FAX: 303.733.1112  
WWW.ASCOSURV.COM

TRUTH OR CONSEQUENCES (TCS)  
MUNICIPAL AIRPORT - NEW MEXICO  
EXHIBIT 'A'  
PROPERTY MAP

REVISIONS	NUMBER	DATE

JOB NO: 207252  
DATE: NOV 2007  
DRAWN BY: JCU/DSC  
CHECKED BY: MHT/DS  
DRAWING NO: 3  
SHEET 3 OF 3





JOHN DEERE

# YOUR CONTRACT. YOUR QUOTE. YOUR HELP REQUESTED.

**Ensure your equipment arrives with no delay.  
Issue your Purchase Order or Letter of Intent.**

To expedite the ordering process, please include the following information in Purchase Order or Letter of Intent:

**For any questions, please contact:**

☐ Shipping address

☐ Billing address

Vendor: John Deere Company

☐ 2000 John Deere Run Cary,  
NC 27513

☐ Contract name and/or number

☐ Signature

☐ Tax exempt certificate, if applicable

**Mike Otero**

Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109

Tel: 505-822-0311

Fax: 505-821-7420

Email: [mike@desertgreensequipment.com](mailto:mike@desertgreensequipment.com)

The John Deere Government Sales Team

**EXHIBIT B**



**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
505-822-0311  
mail@nmtractor.com

**Quote Summary**

**Prepared For:**

TRUTH OR CONSEQUENCES CITY  
505 SIMS ST  
CUCHILLO, NM 87901  
Business: 575-894-7111

**Delivering Dealer:**

Desert Greens Equipment, Inc.  
Mike Otero  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
Phone: 505-822-0311  
mike@desertgreensequipment.com

**Quote ID:** 23734600

**Created On:** 24 February 2021

**Last Modified On:** 24 February 2021

**Expiration Date:** 26 March 2021

**Equipment Summary**

	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 5090E Utility Tractor	\$ 46,842.25 X	1 =	\$ 46,842.25

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 12, 2019

JOHN DEERE 540M Loader	\$ 5,931.30 X	1 =	\$ 5,931.30
------------------------	---------------	-----	-------------

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 1, 2019

JOHN DEERE R10 Flex wing Rotary Cutter	\$ 16,101.03 X	1 =	\$ 16,101.03
--	----------------	-----	--------------

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Price Effective Date:** April 1, 2019

<b>Equipment Total</b>	<b>\$ 68,874.58</b>
------------------------	---------------------

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 68,874.58
-----------------	--------------

Trade In

SubTotal	\$ 68,874.58
----------	--------------

Est. Service	\$ 0.00
--------------	---------

Agreement Tax	
Total	\$ 68,874.58

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential



**JOHN DEERE**

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

---

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
505-822-0311  
mail@nmtractor.com

---

Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 68,874.58</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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*Confidential*

**JOHN DEERE**

# Selling Equipment

Quote Id: 23734600

Customer Name: TRUTH OR CONSEQUENCES CITY

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
505-822-0311  
mail@nmtractor.com

## JOHN DEERE 5090E Utility Tractor

Hours:

Stock Number:

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)Selling Price \*  
\$ 46,842.25

Price Effective Date: April 12, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
08A0LV	5090E Utility Tractor	1	\$ 51,590.00	27.25	\$ 14,058.28	\$ 37,531.72	\$ 37,531.72
<b>Standard Options - Per Unit</b>							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,391.00	27.25	\$ 2,559.05	\$ 6,831.95	\$ 6,831.95
2120	Air Suspension Seat	1	\$ 731.00	27.25	\$ 199.20	\$ 531.80	\$ 531.80
3025	Deluxe Cornerpost Exhaust	1	\$ 518.00	27.25	\$ 141.16	\$ 376.84	\$ 376.84
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 879.00	27.25	\$ 239.53	\$ 639.47	\$ 639.47
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,279.00	27.25	\$ 348.53	\$ 930.47	\$ 930.47
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 12,798.00</b>		<b>\$ 3,487.47</b>	<b>\$ 9,310.53</b>	<b>\$ 9,310.53</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 64,388.00</b>		<b>\$ 17,545.75</b>	<b>\$ 46,842.25</b>	<b>\$ 46,842.25</b>

## JOHN DEERE 540M Loader



**JOHN DEERE**

# Selling Equipment

Quote Id: 23734600

Customer Name: TRUTH OR CONSEQUENCES CITY

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
505-822-0311  
mail@nmtractor.com**Equipment Notes:**

Hours:

Stock Number:

Selling Price \*

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)

\$ 5,931.30

Price Effective Date: April 1, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14C0P	540M Loader	1	\$ 8,471.00	27.25	\$ 2,308.35	\$ 6,162.65	\$ 6,162.65
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1509	Mounting frame	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2520	540M Standard farm loader, non-self-leveling (NSL) - Two-function	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3540	Two-function hoses and parts	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
4550	Two-function mid-mount quick-couplers	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5513	Hood guard	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
7510	John Deere™ 500-style carrier	1	\$ -105.00	27.25	\$ -28.61	\$ -76.39	\$ -76.39
8425	1850-mm (73-in.) general purpose bucket (John Deere™ carrier)	1	\$ -213.00	27.25	\$ -58.04	\$ -154.96	\$ -154.96
<b>Standard Options Total</b>			<b>\$ -318.00</b>		<b>\$ -86.65</b>	<b>\$ -231.35</b>	<b>\$ -231.35</b>
<b>Total Selling Price</b>			<b>\$ 8,153.00</b>		<b>\$ 2,221.70</b>	<b>\$ 5,931.30</b>	<b>\$ 5,931.30</b>

**JOHN DEERE R10 Flex wing Rotary Cutter**

**JOHN DEERE**

# Selling Equipment

Quote Id: 23734600

Customer Name: TRUTH OR CONSEQUENCES CITY

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
505-822-0311  
mail@nmtractor.com**Equipment Notes:**

Hours:

Stock Number:

Selling Price \*

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)

\$ 16,101.03

Price Effective Date: April 1, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2330P	R10 Flex wing Rotary Cutter	1	\$ 21,460.00	27.25	\$ 5,847.85	\$ 15,612.15	\$ 15,612.15
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3026	5 Pneumatic Tires - (Double center, single on wing) - Severe duty ag tires	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball type hitch	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5290	Suspended Tongue	1	\$ 672.00	27.25	\$ 183.12	\$ 488.88	\$ 488.88
<b>Standard Options Total</b>			<b>\$ 672.00</b>		<b>\$ 183.12</b>	<b>\$ 488.88</b>	<b>\$ 488.88</b>
<b>Total Selling Price</b>			<b>\$ 22,132.00</b>		<b>\$ 6,030.97</b>	<b>\$ 16,101.03</b>	<b>\$ 16,101.03</b>



**JOHN DEERE**

### Quote Summary

**Prepared For:**

TRUTH OR CONSEQUENCES CITY  
505 SIMS ST  
CUCHILLO, NM 87901  
Business: 575-894-7111

**Prepared By:**

Mike Otero  
Desert Greens Equipment, Inc.  
4850 Pan American Fwy Ne  
Albuquerque, NM 87109  
Phone: 505-822-0311  
mike@desertgreensequipment.com

**Quote Id:** 23735389

**Created On:** 24 February 2021

**Last Modified On:** 24 February 2021

**Expiration Date:** 24 March 2021

### Equipment Summary

	Selling Price	Qty	Extended
Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade	\$ 4,100.00 X	1 =	\$ 4,100.00
Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier	\$ 950.00 X	1 =	\$ 950.00
WORKSAVER WORMB13-327PW	\$ 7,199.00 X	1 =	\$ 7,199.00
<b>Equipment Total</b>			<b>\$ 12,249.00</b>

### Quote Summary

Equipment Total	\$ 12,249.00
SubTotal	\$ 12,249.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,249.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 12,249.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential

**JOHN DEERE**

## Selling Equipment

Quote Id: 23735389

Customer: TRUTH OR CONSEQUENCES CITY

### Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade

Hours:

Stock Number:

				Selling Price
				\$ 4,100.00
Code	Description	Qty	Unit	Extended
1323XF	RB2309 - 9 Ft. Heavy Duty Rear Blade	1	\$ 3,463.00	\$ 3,463.00
Standard Options - Per Unit				
1010	Hydraulic Cylinder Kit, Angle - Offset - Tilt	1	\$ 1,618.00	\$ 1,618.00
Standard Options Total				\$ 1,618.00
Other Charges				
	Setup	1	\$ 89.00	\$ 89.00
Other Charges Total				\$ 89.00
Suggested Price				\$ 5,170.00
Customer Discounts				
Customer Discounts Total			\$ -1,070.00	\$ -1,070.00
Total Selling Price				\$ 4,100.00

### Frontier AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier

Hours:

Stock Number:

				Selling Price
				\$ 950.00
Code	Description	Qty	Unit	Extended
2153XF	AP12F Fixed Pallet Fork for Current 200/300/400/500 Series Carrier	1	\$ 1,160.00	\$ 1,160.00
Standard Options - Per Unit				
1010	48 In. Pallet Tine	1	\$ 43.00	\$ 43.00
Standard Options Total				\$ 43.00
Suggested Price				\$ 1,203.00
Customer Discounts				
Customer Discounts Total			\$ -253.00	\$ -253.00
Total Selling Price				\$ 950.00

**WORKSAVER WORMB13-327PW**





**JOHN DEERE**

## Selling Equipment

Quote Id: 23735389

Customer: TRUTH OR CONSEQUENCES CITY

Hours:		0		
Stock Number:				
		Selling Price		
		\$ 7,199.00		
Code	Description	Qty	Unit	Extended
WORMB13-327	84" BROOM	1	\$ 7,199.00	\$ 7,199.00
PW				
Suggested Price				\$ 7,199.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 7,199.00



Quote Id: 24503616

---

Prepared For:  
**T Or C Airport**

Prepared By: **Raul Flores**

South Plains Implement, Ltd.  
125 Highway 192  
Mesquite, NM 88048

Tel: 575-233-0123  
Mobile Phone: 575-649-6840  
Fax: 575-233-2020  
Email: rflores@spitractor.com

Date: 24 May 2021

Offer Expires: 31 May 2021

---

*Confidential*



**JOHN DEERE**

---

**Quote Summary**

**Prepared For:**

T Or C Airport  
NM

**Prepared By:**

Raul Flores  
South Plains Implement, Ltd.  
125 Highway 192  
Mesquite, NM 88048  
Phone: 575-233-0123  
Mobile: 575-649-6840  
rflores@spitractor.com

---

**Quote Id:** 24503616  
**Created On:** 24 May 2021  
**Last Modified On:** 24 May 2021  
**Expiration Date:** 31 May 2021

---

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
2021 DEGELMAN DE244600	\$ 24,000.00 X	1 =	\$ 24,000.00
<b>Equipment Total</b>			<b>\$ 24,000.00</b>

---

**Quote Summary**

Equipment Total	\$ 24,000.00
Filing Fee	\$ 0.00
SubTotal	\$ 24,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 24,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 24,000.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

---

*Confidential*



**JOHN DEERE**

## **Selling Equipment**

**Quote Id:** 24503616

### **2021 DEGELMAN DE244600**

**Hours:** 0

**Stock Number:**

<b>Code</b>	<b>Description</b>	<b>Qty</b>
DE244600	ROLERS 20 FOOT	1







# TCS-21-02 - TRACTOR & ATTACHMENTS - SIGNED BY SPONSOR

Final Audit Report

2021-06-25

Created:	2021-06-24
By:	Tony Gilbert (anthony.gilbert@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM3dEVyTVy9C_mrzYY_LDIO9-eUthzGT3

## "TCS-21-02 - TRACTOR & ATTACHMENTS - SIGNED BY SPONSOR" History

-  Document created by Tony Gilbert (anthony.gilbert@state.nm.us)  
2021-06-24 - 3:04:36 PM GMT- IP address: 174.28.180.113
-  Document emailed to Daniel R Moran (dan.moran@state.nm.us) for signature  
2021-06-24 - 3:05:35 PM GMT
-  Document e-signed by Daniel R Moran (dan.moran@state.nm.us)  
Signature Date: 2021-06-24 - 3:30:16 PM GMT - Time Source: server- IP address: 71.228.121.175
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature  
2021-06-24 - 3:30:18 PM GMT
-  Email viewed by John Newell (johnp.newell@state.nm.us)  
2021-06-24 - 5:33:15 PM GMT- IP address: 174.28.55.215
-  Document e-signed by John Newell (johnp.newell@state.nm.us)  
Signature Date: 2021-06-25 - 4:38:30 PM GMT - Time Source: server- IP address: 174.28.55.215
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature  
2021-06-25 - 4:38:31 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)  
2021-06-25 - 4:45:42 PM GMT- IP address: 75.161.213.252
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)  
Signature Date: 2021-06-25 - 4:46:10 PM GMT - Time Source: server- IP address: 75.161.213.252
-  Agreement completed.  
2021-06-25 - 4:46:10 PM GMT



# TCS-21-02-01 - AMEND - TRACTOR & ATTACHMENTS - SIGNED BY SPONSOR

Final Audit Report

2021-09-23

Created:	2021-09-20
By:	Tony Gilbert (anthony.gilbert@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU8RZaQ1X-tWzVmxdpV47zaaabdlyckqK

## "TCS-21-02-01 - AMEND - TRACTOR & ATTACHMENTS - SIGNED BY SPONSOR" History

-  Document created by Tony Gilbert (anthony.gilbert@state.nm.us)  
2021-09-20 - 8:49:06 PM GMT- IP address: 174.28.168.191
-  Document emailed to Pedro Rael (pedro.rael@state.nm.us) for signature  
2021-09-20 - 8:50:11 PM GMT
-  Email viewed by Pedro Rael (pedro.rael@state.nm.us)  
2021-09-20 - 8:51:10 PM GMT- IP address: 164.64.74.26
-  Document e-signed by Pedro Rael (pedro.rael@state.nm.us)  
Signature Date: 2021-09-20 - 8:51:41 PM GMT - Time Source: server- IP address: 164.64.74.26
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature  
2021-09-20 - 8:51:45 PM GMT
-  Email viewed by John Newell (johnp.newell@state.nm.us)  
2021-09-20 - 9:22:32 PM GMT- IP address: 164.64.74.20
-  Document e-signed by John Newell (johnp.newell@state.nm.us)  
Signature Date: 2021-09-23 - 4:45:53 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature  
2021-09-23 - 4:45:56 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)  
2021-09-23 - 4:48:59 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)  
Signature Date: 2021-09-23 - 4:49:39 PM GMT - Time Source: server- IP address: 75.161.207.13

✓ Agreement completed.

2021-09-23 - 4:49:39 PM GMT

# DOCUMENT #2

## Kerin Salcedo

---

**From:** Roybal, Felicia, STO <Felicia.Roybal@state.nm.us>  
**Sent:** Tuesday, August 24, 2021 11:47 AM  
**To:** Kerin Salcedo  
**Subject:** RE: STO Electric 7948-22552

Kerin,

Since you held a balance from 6/1-6/7 you earned interest on that balance. So therefore, the remaining balance of \$16.38 is yours. You will have no more interest accrued for this balance

Thank you,

*Felicia Roybal*  
Office of the State Treasurer  
LGIP Coordinator  
2055 S. Pacheco Street, Suite 200  
Santa Fe, NM 87505  
Office: 505-955-1142  
[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)



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**From:** Kerin Salcedo <[ksalcedo@torcnm.org](mailto:ksalcedo@torcnm.org)>  
**Sent:** Tuesday, August 24, 2021 11:06 AM  
**To:** Roybal, Felicia, STO <[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)>  
**Cc:** Kirkpatrick, Carol <[ckirkpatrick@torcnm.org](mailto:ckirkpatrick@torcnm.org)>  
**Subject:** RE: STO Electric 7948-22552

Hi Felicia.

The \$16.38 does not belong to us. We already requested the final amount to transfer and close out the STO. Our June 2021 statement shows we had no money in that account. Please correct on your side.

Thank You,

Kerin Salcedo  
Accounting Officer  
City of Truth or Consequences  
Phone: 575-740-7336  
Fax: 575-894-0363

---

**From:** Roybal, Felicia, STO [<mailto:Felicia.Roybal@state.nm.us>]  
**Sent:** Tuesday, August 24, 2021 10:50 AM  
**To:** Kerin Salcedo  
**Subject:** RE: STO Electric 7948-22552

I'm sorry. Can you fill out the attached form and submit with a withdrawal for the 16.38?

Thank you,

*Felicia Roybal*

Office of the State Treasurer  
LGIP Coordinator  
2055 S. Pacheco Street, Suite 200  
Santa Fe, NM 87505  
Office: 505-955-1142  
[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)



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**From:** Kerin Salcedo <[ksalcedo@torcnm.org](mailto:ksalcedo@torcnm.org)>  
**Sent:** Tuesday, August 24, 2021 10:38 AM  
**To:** Roybal, Felicia, STO <[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)>  
**Subject:** RE: STO Electric 7948-22552

Felicia,

Even though we closed the STO out on 6/17/21?

I attached the email string for the close out request.

Kerin Salcedo  
Accounting Officer  
City of Truth or Consequences  
Phone: 575-740-7336  
Fax: 575-894-0363

---

**From:** Roybal, Felicia, STO [<mailto:Felicia.Roybal@state.nm.us>]  
**Sent:** Tuesday, August 24, 2021 10:28 AM



**To:** Kerin Salcedo  
**Subject:** RE: STO Electric 7948-22552

Good morning

That is going to be your interest that was accrued

Thank you,

*Felicia Roybal*

Office of the State Treasurer  
LGIP Coordinator  
2055 S. Pacheco Street, Suite 200  
Santa Fe, NM 87505  
Office: 505-955-1142  
[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)



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**From:** Kerin Salcedo <[ksalcedo@torcnm.org](mailto:ksalcedo@torcnm.org)>  
**Sent:** Tuesday, August 24, 2021 9:48 AM  
**To:** Roybal, Felicia, STO <[Felicia.Roybal@state.nm.us](mailto:Felicia.Roybal@state.nm.us)>  
**Subject:** STO Electric 7948-22552

Good Morning Felicia.

On our June 2021 Statement we had a zero balance but we received a July 2021 Statement that had \$16.38. I don't think that is correct. Can you check for me?

Thank You,

Kerin Salcedo  
Accounting Officer  
City of Truth or Consequences  
Phone: 575-740-7336  
Fax: 575-894-0363

# STATE OF NEW MEXICO

## Statement of Account CITY OF TRUTH OR CONSEQUENCES (7948-22552) ELECTRIC FUND

Page: 1

KERIN SALCEDO  
CITY OF TRUTH OR CONSEQUENCES  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901

Account Period  
6/01/21 through 6/30/21

Account Type  
LGIP FUND (POOL-4101)

Current-Yield: .0661

Prior Earnings Accrued		Prior Balance	565,292.21
Current Earnings	16.38	Deposits	
Subtotal	16.38	Withdrawals	565,322.76
Earnings Received	16.38	Earnings Reinvested	30.55
Current Earnings Accrued		New Balance	

DATE	ACTIVITY	AMOUNT	BALANCE
6/01/21	Forward Balance		565,292.21
6/01/21	Reinvestment	30.55	565,322.76
6/17/21	Withdrawal	565,322.76	
6/30/21	Ending Balance		

Current period earnings received after close: 16.38  
Previous period earnings received after close:

Average daily invested balance during period: 301,504.45

Net management fee withheld from distribution: 12.39

Email Sent  
8/24/21

New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

The variable rate for management fee withheld: .0005

# STATE OF NEW MEXICO

## Statement of Account CITY OF TRUTH OR CONSEQUENCES (7948-22552) ELECTRIC FUND

Page: 1

KERIN SALCEDO  
CITY OF TRUTH OR CONSEQUENCES  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901

Account Period  
8/01/21 through 8/31/21

Account Type  
LGIP FUND (POOL-4101)

Current-Yield:

Prior Earnings Accrued	Prior Balance	16.38
Current Earnings	Deposits	
Subtotal	Withdrawals	
Earnings Received	Earnings Reinvested	
Current Earnings Accrued	New Balance	16.38

DATE	ACTIVITY	AMOUNT	BALANCE
8/01/21	Forward Balance		16.38
8/31/21	Ending Balance		16.38

Current period earnings received after close:  
Previous period earnings received after close:

Average daily invested balance during period: 16.38

*New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.*

The variable rate for management fee withheld: .0005

# STATE OF NEW MEXICO

## Statement of Account CITY OF TRUTH OR CONSEQUENCES (7948-22552) ELECTRIC FUND

Page: 1

KERIN SALCEDO  
CITY OF TRUTH OR CONSEQUENCES  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901

Account Period  
7/01/21 through 7/31/21

Account Type  
LGIP FUND (POOL-4101)

Current-Yield:

Prior Earnings Accrued	Prior Balance	
Current Earnings	Deposits	
Subtotal	Withdrawals	
Earnings Received	Earnings Reinvested	16.38
Current Earnings Accrued	New Balance	16.38

DATE	ACTIVITY	AMOUNT	BALANCE
7/01/21	Forward Balance		
7/01/21	Reinvestment	16.38	16.38
7/31/21	Ending Balance		16.38

Current period earnings received after close:

Previous period earnings received after close:

Average daily invested balance during period: 15.85

*New Mexico Local Government Investment Pool (LGIP) deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New Mexico LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.*

The variable rate for management fee withheld: .0005

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

For Local Government Division use only:

ENTITY NAME: City of Truth or Consequences  
FISCAL YEAR: 2021-2022  
DFA Resolution Number: 25 21/22  
BAR NUMBER 5

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	R&R Airport	312-7014/7015-32375	Other State Grants	Revenue	\$ 137,919	\$ 29,500		\$ 167,419	NMDOT Aviation Grant Increased from \$106,000 to \$135,500 due to equipment cost increases
1	R&R Airport	312-7015-80810	Other Capital Equipment	Expense	\$ 106,000	\$ 29,500		\$ 135,500	Tractor and Attachments
2	Electric Department	503-3702-39935	Transfer In	Revenue		\$ 16.38		\$ 16	Interest was earned after we closed account in June 2021. Closing STO Investment to move cash to operating budget. No further interest will be earned.
2	Electric Department	503-3702-49930	Transfer Out	Expense		\$ 16.38		\$ 16	Interest was earned after we closed account in June 2021. Closing STO Investment to move cash to operating budget. No further interest will be earned.
							\$ -	\$ -	
								\$ -	

ATTEST:

Angela Torres, Clerk-Treasur (Date)

Sandra Whitehead, Mayor

(Date)





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.2

**SUBJECT:** Discussion/Action – Approve Resolution 26 21/22 Establishing Appropriate Fees for Cemetery Services

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** September 13, 2021

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Ryan Lawler

**Summary/Background:**

Collection of fees are needed to recover costs related to the provision of services to City Cemeteries.

**Recommendation:**

Approve Resolution 26 21/22

**Attachments:**

- Resolution 23 05/06
- Resolution 26 21/22

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

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

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

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

**Final Approval:** ☐ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021

## **RESOLUTION No. 23-05/06**

### **A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION AMENDING AND ESTABLISHING APPROPRIATE FEES FOR CEMETERY SERVICES**

**WHEREAS**, the collection of fees are needed in order recover some of the costs related to the provision of services by the City related to City Cemeteries

**NOW THEREFORE, be it resolved** by the City Commission of the City of Truth or Consequences Governing Body, that the following fees are to be collected by the City Clerk in relation to the provision of the below-listed Cemetery services:

#### **HOT SPRINGS CEMETERY**

Opening and Closing	\$100.00 effective on 7/1/2006
	\$150.00 effective on 7/1/2007
	\$200.00 effective on 7/1/2008
	\$250.00 effective on 7/1/2009
	\$300.00 effective on 7/1/2010
Weekends and Holidays*	\$50 effective on 7/1/2006

(The City does not set headstones in this cemetery and there are no lots available.)

#### **VISTA MEMORY GARDENS CEMETERY**

Sale of Lots	\$200.00 effective on 7/1/2006
	\$250.00 effective on 7/1/2007
	\$300.00 effective on 7/1/2008
	\$350.00 effective on 7/1/2009
	\$400.00 effective on 7/1/2010
Sale of Baby Lots	\$50.00 effective on 7/1/2006
Opening and Closing*	\$100.00 effective on 7/1/2006
	\$150.00 effective on 7/1/2007
	\$200.00 effective on 7/1/2008
	\$250.00 effective on 7/1/2009
	\$300.00 effective on 7/1/2010

<b>Opening &amp; Closing (baby lot)*</b>	\$50.00 effective on 7/1/2006
<b>Opening and Closing (Ashes)*</b>	\$40.00 effective on 7/1/2006
<b>Setting of Headstones</b>	
<b>Single</b>	\$40 effective on 7/1/2006
<b>Double</b>	\$50 effective on 7/1/2006
<b>Bronze</b>	\$60 effective on 7/1/2006
<b>Transfer of title</b>	\$20.00 effective on 7/1/2006

\* A \$50.00 fee will be charged on weekends and holidays in addition to the amount normally charged for opening and closing

#### **VETERAN'S PARK CEMETERY**

<b>Sale of Column Burial Niche</b>	\$775.00 effective on 7/1/2006, (the City allows a non-refundable deposit of \$124.00 with full payment due in 6 months. There is also a 10% commission paid to the seller of the Niche to be paid by City upon full payment of the Niche)
<b>Setting of Headstones-Single</b>	\$50.00** effective on 7/1/2006
<b>Opening and Closing (Ashes)*</b>	\$60.00** effective on 7/1/2006

\*\* These fees are included in the \$775.00 and are to be paid to others by City upon burial.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of April, 2006.

**CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

By: Lori S. Montgomery  
**LORI S. MONTGOMERY** - Mayor

**ATTEST:**

Mary Penner  
**MARY PENNER** - City Clerk



## RESOLUTION NO. 26 21/22

### A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE FEES FOR CEMETERY SERVICES

**WHEREAS**, the collection of fees is needed in order to recover some of the costs related to the provision of services by the City related to the City Cemeteries;

**NOW THEREFORE**, be it resolved by the City Commission of the City of Truth or Consequences that the following fees are to be collected by the City in relation to the provision of the below listed services:

#### **HOT SPRINGS CEMETERY AND VISTA MEMORY GARDENS CEMETERY** (No lots available for purchase at Hot Springs Cemetery)

Standard Lots: <i>(No Charge for Veterans)</i>	\$500.00
Standard Lot Opening and Closing:	\$450.00
Baby Land Lots: <i>(Infants Only 0-12 months)</i>	\$50.00
Baby Land Lot Opening and Closing:	\$100.00
Cremation Opening and Closing:	\$100.00
Headstone settings:	
Single or double size:	\$60.00
Bronze/Vet headstone*	\$110.00
* Bronze Headstone requires forming, and pouring of concrete	
Transfer of Title:	\$20.00
Weekend and holiday Rate**	\$100.00
**This fee is for any weekend or City/State/Federal Recognized holiday.	

## VETERANS PARK CEMETERY/COLUMBARIUM

Sale of Column Burial Niche <i>(The City allows a non-refundable deposit of \$125.00 with full payment due in 6 months)</i>	\$775.00
Setting of Headstones-Single	\$50.00
Opening and Closing (Ashes)	\$60.00

This resolution repeals and replaces all previous Resolutions and fees for Cemetery Services.

PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of October, 2021.

CITY OF TRUTH OR CONSEQUENCES,  
NEW MEXICO

---

Sandra Whitehead, Mayor

ATTEST:

---

Angela Torres, City Clerk





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

**MEETING DATE:** October 13, 2021

*Agenda Item #: G.3*

**SUBJECT:** Resolution No. 27 21/22 establishing swimming pool user fees for the J.A. Hodges Municipal Pool.

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 8, 2021

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Kyle Blacklock

***Summary/Background:***

Establishing Swimming Pool user fees to offset the cost of operating and maintaining a Municipal Pool

***Recommendation:***

Approve Resolution 27 21/22

***Attachments:***

- Resolution 15 18/19
- Resolution 27 21/22

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

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

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

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

***Final Approval:*** ☐ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021



## RESOLUTION NO. 15 18/19

### A RESOLUTION ESTABLISHING SWIMMING POOL USER FEES FOR THE J.A. HODGES MUNICIPAL POOL

**WHEREAS**, the City of Truth or Consequences offers City and Sierra County residents various recreational facilities at minimal cost; and

**WHEREAS**, the City desires to operate the City pool during the whole year; and

**WHEREAS**, the last increase in fees was adopted by Resolution No. 21 13/14 on January 14, 2014; and

**WHEREAS**, the City Commission anticipates that the user fees will be insufficient to cover the operation and maintenance costs of the City pool; and

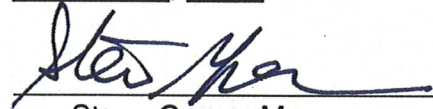
**WHEREAS**, the City staff has reviewed rates charge by other area swimming pools and also incorporated recommendations by the Parks & Recreation Advisory Board

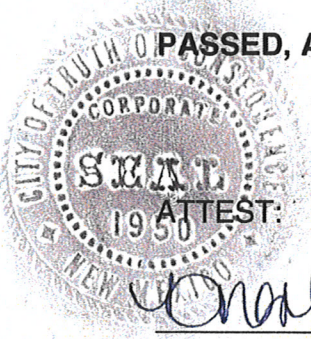
**WHEREAS**, the City staff has determined the proposed Pool User Fees set forth on Exhibit A are reasonable to other pool user fees.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO THAT:**

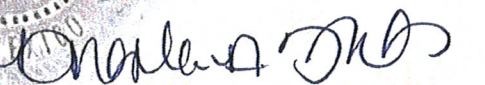
1. The swimming pool user fees as set forth in Exhibit "A", attached hereto and incorporated herein by this reference will be effective immediately upon adoption.
2. The City Commission may review the swimming pool fees set forth in Exhibit "A" annually.
3. The City Manager at his/her discretion may waive or reduce fee(s) on existing verbal or written agreements in effect upon adoption of this resolution.

**PASSED, APPROVED AND ADOPTED** this 26<sup>th</sup> day of September, 2018.

  
Steve Green, Mayor



ATTEST:

  
Angela A. Torres, Acting City Clerk



## EXHIBIT "A"

### Truth or Consequences 2018 Pool Fees

Pool Address: 775 Daniels

Pool Phone: 575-894-6151

Per Session Passes	Price
Infant (0-2)	Free
Youth (3-17)	\$3.00
Adult (18-59)	\$4.00
Senior (55+)	\$3.00
Non-Swimmer	\$1.00
<b>Group Discount (6 or more customers)</b>	<b>-\$1.00 per customer</b>
<b>30-Punch Passes</b> (good for one (1) year from date of issue)	
Youth/Senior	\$50.00
Adult	\$65.00
10 Punch Pass (good for 30 days)	\$25.00
<b>Pool Rental</b>	
Pool	\$35.00/hr (2-hr minimum)
Lifeguard	\$12.50/hr
Deposit	\$50.00

#### Pool Rental

- Contact Pool Manager at 575-894-6151
- All fees and deposit must be paid for no less than one week prior to rental.
- Deposit check will be mailed to the address provided upon completion of pool party assuming all rules were obeyed and the facility was cleaned and not damaged.
- Minimum of two (2) lifeguards for up to 40 people. Additional people require additional lifeguards. Lifeguard fee to be paid prior to party.
- No glass bottles or other glass containers allowed in pool area.
- Refunds – The City of Truth or Consequences will refund money paid for pool rentals if the party was cancelled due to weather or facility maintenance. If an opening is available, the pool may be reserved for another day.
- Days available for parties are TBD. Complete list of rules to be discussed at the time reservation is made.



**RESOLUTION NO. 27 21/22**

**A RESOLUTION ESTABLISHING SWIMMING POOL USER FEES  
FOR THE J.A. HODGES MUNICIPAL POOL**

**WHEREAS**, the City of Truth or Consequences offers City and Sierra County residents various recreational facilities at minimal cost; and

**WHEREAS**, the City desires to operate the City pool during the whole year; and

**WHEREAS**, the City Commission anticipates that the user fees will be insufficient to cover the operation and maintenance costs of the City pool; and

**WHEREAS**, the City staff has determined the proposed Pool User Fees set forth on Exhibit A are reasonable to other pool user fees.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO THAT:**

1. The swimming pool user fees as set forth in Exhibit "A", attached hereto and incorporated herein by this reference will be effective immediately upon adoption.
2. The City Commission may review the swimming pool fees set forth in Exhibit "A" annually.
3. This resolution repeals and replaces all previous Resolutions and swimming pool user fees for The J.A. Hodges Municipal Pool

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Sandra Whitehead, Mayor

ATTEST:

\_\_\_\_\_  
Angela Torres, City Clerk



## EXHIBIT "A"

### Truth or Consequences 2021 Pool Fees

Pool Address: 775 Daniels

Pool Phone: 575-894-6151

Per Session Passes	Price
Infant (0-2)	Free
Youth (3-17)	\$4.00
Adult (18-54)	\$5.00
Senior (55+)	\$4.00
Non-Swimmer	\$2.00

Passes	
10-Punch Pass (all ages)	\$35.00 (good for thirty (30) days from date of issue)
30-Punch Pass Senior (55+)	\$65.00 (good for one (1) year from date of issue)
30-Punch Pass Youth/Adult	\$75.00 (good for one (1) year from date of issue)
30-Punch Pass Family (maximum 4 persons)	\$100.00 (good for one (1) year from date of issue)
Annual Pass (all ages)	\$250.00
Annual Pass Family (maximum 4 persons)	\$400.00

Pool Rental - \$50.00 Deposit Required	
Pool Rental	\$100.00 per hour plus lifeguard fees
Pool Rental Lifeguard Fees	\$20.00 per hour per lifeguard
Non-Profit/Private Program Pool Rental (Lifeguard fees will be applied if scheduled outside normal operating hours)	\$50.00 per hour (up to 10 hours per week)

- Contact Pool Manager at 575-894-6151
- All fees and deposit must be paid for no less than one week prior to rental.
- Deposit check will be mailed to the address provided upon completion of pool party assuming all rules were obeyed and the facility was cleaned and not damaged.
- Minimum of two (2) lifeguards for up to 40 people. Additional people require additional lifeguards. Lifeguard fee to be paid prior to party.
- No glass bottles or other glass containers allowed in pool area.
- Refunds – The City of Truth or Consequences will refund money paid for pool rentals if the party was cancelled due to weather or facility maintenance. If an opening is available, the pool may be reserved for another day.
- Days available for parties are TBD. Complete list of rules to be provided at the time reservation is made.





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.4

**SUBJECT:** Resolution No 28 21/22 A Resolution requesting a change to the Public Employees Retirement Association of New Mexico (PERA) Return to Work Provisions.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** Tammy Gardner

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

**Summary/Background:**

Review/Approve a resolution requesting a change to the Public Employees' Retirement Association of New Mexico (PERA) return to work provisions.

**Recommendation:**

Approve

**Attachments:**

- Resolution
- .

**Fiscal Impact (Finance):** No

**Legal Review (City Attorney):** Choose an item.

**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 10-13-2021



## **RESOLUTION NO. 28 21/22**

### **A RESOLUTION REQUESTING A CHANGE TO THE PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION OF NEW MEXICO (PERA) RETURN TO WORK PROVISIONS**

**WHEREAS**, the legislature of the State of New Mexico has adopted legislation establishing the New Mexico Public Employees Retirement Association (PERA) and legislation amending and modifying the same; and,

**WHEREAS**, pursuant to the current legislation, a retiree hired on or after July 1, 2010 who return to work for a PERA affiliate will have his/her benefits suspended. This prevents a retired member of the PERA from collecting both a salary and their retirement benefits (a pension); and,

**WHEREAS**, retired members, who choose to return to work for a PERA affiliate currently only has the following options:

1. Becoming a contributing member to PERA and resume accruing service credit, thereby the contributing member's benefit will be recalculated; or,
2. If the retired member has completed a 12-month break in service from his/her retirement date, the member can begin employment with the PERA affiliate and choose not to make member contributions. In this case, retired member will not accrue service credit.

**WHEREAS**, due to the COVID-19 pandemic, it has become increasingly difficult for the local governmental agencies such as the City of Truth or Consequences, to recruit and retain qualified applicants, particularly within public safety positions (Police Officers); and,

**WHEREAS**, an amendment or modification to the current PERA legislation at this time imposing a five (5) year moratorium on the current statute pertaining to retired members who choose to return to work for a PERA affiliate would allow retirees to come back and train, mentor and work part-time or full-time assisting the Cities, Counties, as well as the State of New Mexico in filling numerous vacant positions to assist and allow for the governmental entities in the State of New Mexico to continue providing the quality of public service that is necessary and expected from the same.

**NOW, THEREFORE**, the Board of City Commissioners of the City of Truth or Consequences hereby request that the New Mexico Legislature and Governor Michelle Lujan Grisham consider the adoption of a statute, rule or regulation that addresses the above referenced PERA restrictions

and/or implements a five (5) year moratorium on the enforcement of the same to allow qualified and willing retirees to assist governmental entities in providing these necessary services to citizens of New Mexico.

**PASSED, APPROVED AND ADOPTED** this 13th day of October 2021.

---

Sandra Whitehead, Mayor

ATTEST:

---

Angela Torres, City Clerk

Approved as to Legal Sufficiency

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Jay Rubin, City Attorney



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.5

**SUBJECT:** Resolution 29 21/22 Establishing Fees for Fuel Fees and Service Charges at the Airport

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 8, 2021

**SUBMITTED BY:** Traci Alvarez

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

**Summary/Background:**

Collection of fees is needed in order to recover the costs related to the fuel charges and services provided by the City related to the City of Truth or Consequences Municipal Airport.

**Recommendation:**

Approve Resolution 29 21/22

**Attachments:**

- Resolution 40 18/19
- Resolution 29 21/22

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

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

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021





**CITY OF TRUTH OR CONSEQUENCES**

**RESOLUTION NO. 40 18/19**

**A RESOLUTION ESTABLISHING FEES FOR FUEL CHARGES AT THE MUNICIPAL AIRPORT**

**WHEREAS**, the City of Truth or Consequences owns and operates the Truth or Consequences Municipal Airport and is responsible for establishing fuel fees and other charges; and

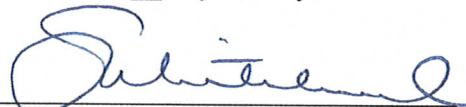
**WHEREAS**, the City Commission determined that the following fees are reasonable; and

**NOW THEREFORE, BE IT RESOLVED** by the governing body of the City of Truth or Consequences:

1. The following fuel charges for the City of Truth or Consequences Municipal Airport are hereby established:

- A. The City's cost of the fuel plus 10¢ per gallon for self-service.
- B. The City's cost of the fuel plus 30¢ per gallon for full-service.
- C. Other fuel supplies shall be the City's cost plus 10%.
- D. All other charges shall be determined by the Airport Manager and City Manager.

**PASSED, ADOPTED AND APPROVED** this 8 day of May, 2019.

  
**SANDRA WHITEHEAD - Mayor**



**ATTEST:**

  
**RENEE CANTIN - City Clerk**





**RESOLUTION NO. 29 21/22**

**A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING FEES FOR FUEL CHARGES AT THE MUNICIPAL AIRPORT**

**WHEREAS**, the collection of fees is needed in order to recover the costs related to the fuel charges and services provided by the City related to the City of Truth or Consequences Municipal Airport;

**NOW THEREFORE**, be it resolved by the City Commission of the City of Truth or Consequences that the following fees are to be collected by the City in relation to fuel and services at the Truth or Consequences Municipal Airport;

Base Fuel Fees will be established at the time of fueling based on current fuel costs; an additional \$0.45 per gallon fuel service charge plus applicable credit card fees will be assessed for Self Service and Full Service; Full Service fueling will also be assessed an additional fee not to exceed \$0.40 per gallon depending on services requested.

This resolution repeals and replaces all previous Resolutions and fees for fuel charges and services provided by the City related to the City of Truth or Consequences Municipal Airport.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF TRUTH OR CONSEQUENCES,  
NEW MEXICO**

\_\_\_\_\_  
**Sandra Whitehead, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Angela Torres, City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.6

**SUBJECT:** Resolution 30 21/22 Adopting a Truth or Consequences Multimodal Transportation Safety Plan

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 6, 2021

**SUBMITTED BY:** Traci Alvarez

**WHO WILL PRESENT THE ITEM:** Bruce Swingle

### **Summary/Background:**

The NMDOT's Planning Division, City of T or C, and Lee Engineering partnered to develop this safety plan that identified primary safety concerns and countermeasures to enhance safety for pedestrians, bicyclists, and motorists in T or C. The community envisions improved roadway safety for residents and visitors through increased vehicle speed limit compliance, suitable pedestrian facilities, accessibility, striping and signage, and reducing intersection conflicts. The countermeasures detailed in this safety plan enhance transportation safety by calming traffic, improving pedestrian accessibility, Americans with Disabilities Act (ADA) compliance, and communicating roadway conditions.

### **Recommendation:**

Approve Resolution 30 21/22 Adopting the City of Truth or Consequences Multimodal Transportation Safety Plan

### **Attachments:**

- Truth or Consequences Multimodal Transportation Safety Plan

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

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

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

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

**Final Approval:** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021





## **RESOLUTION No. 30 21/22**

### **A RESOLUTION ADOPTING THE CITY OF TRUTH OR CONSEQUENCES MULTIMODAL TRANSPORTATION SAFETY PLAN**

**WHEREAS**, representatives from the City of Truth or Consequences participated in the City of Truth or Consequences Transportation Safety Plan led by NMDOT; and

**WHEREAS**, this safety plan is specific to the following study areas; Downtown Truth or Consequences; Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N Silver Street between Silver Street and Marie Street, and Silver Street to E. 9th Avenue.; and

**WHEREAS**, the purpose of the City of Truth or Consequences Transportation Safety Plan is to identify primary safety concerns and countermeasures to enhance safety for pedestrians, bicyclists, and motorists in T or C., including vehicle speed limit compliance, suitable pedestrian facilities, accessibility, striping and signage, and reducing intersection conflicts.; and

**WHEREAS**, the study included participation and feedback from stakeholders and the public and identified and evaluated several alternatives to address safety improvements and intersection improvements; and

**WHEREAS**, the study identified a number of recommended improvements to the following study areas; downtown Truth or Consequences; Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N Silver Street between Silver Street and Marie Street, and Silver Street to E. 9th Avenue.; and

**WHEREAS**, the study recommends the City pursue a number of actions that will make the study area safer for pedestrians, bicyclists, and drivers; and

**WHEREAS**, the study suggests several funding sources with which to achieve the recommended changes and improvements to the corridor.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, that:**

1. The City of Truth or Consequences does adopt the recommendations of the Truth or Consequences Transportation Safety Plan; and
2. The City of Truth or Consequences does endorse the funding of these recommendations whenever possible.

**PASSED, APPROVED, AND ADOPTED** by the governing body of the City Commission this 13<sup>th</sup> day of October 2021.

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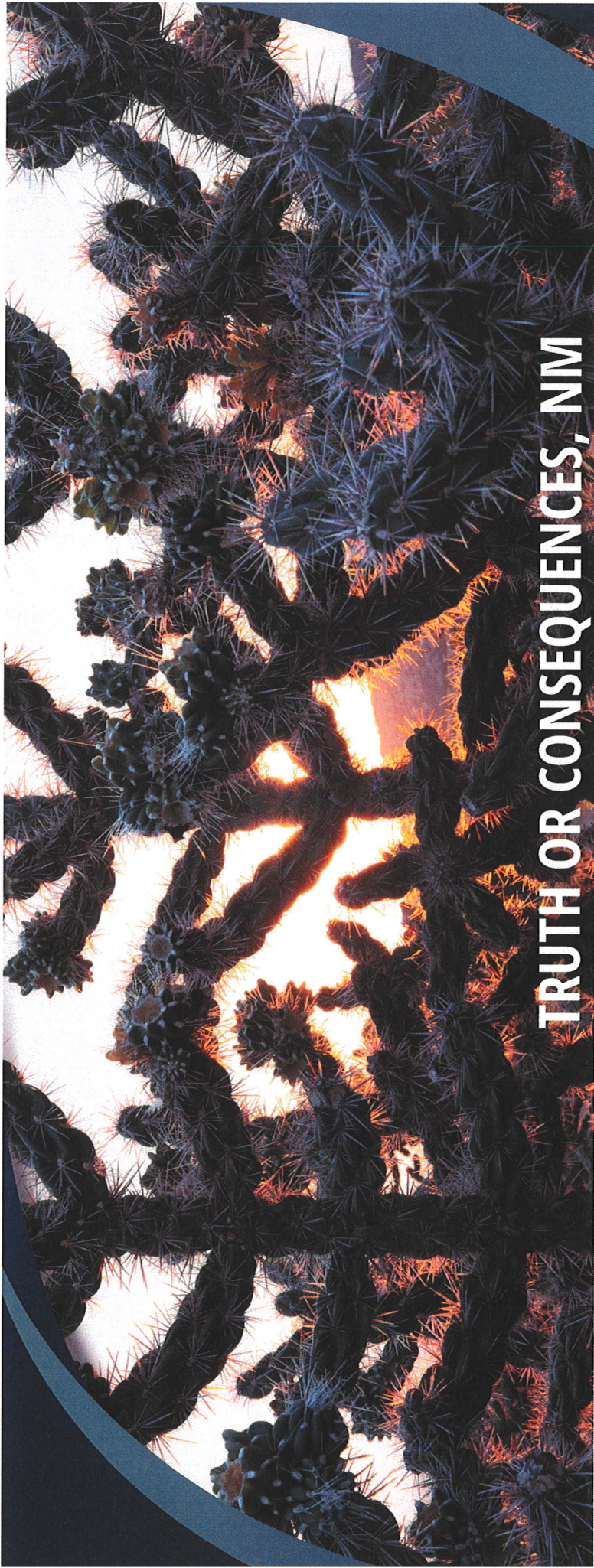
**Sandra Whitehead, Mayor**

**ATTEST:**

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**Angela Torres, City Clerk**





# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN

2021



TRUTH OR  
CONSEQUENCES



LEE ENGINEERING

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## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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### INTRODUCTION

Transportation safety planning became a priority of transportation planning with the passing of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) and continues to be a priority in subsequent federal transportation authorization legislation. Transportation safety planning is multidisciplinary, community-wide, multimodal, proactive, and most importantly, collaborative. The process encourages and relies on local stakeholders and public engagement. This approach allows stakeholders and residents to prioritize opportunities to improve transportation safety based on observations from their community. The resulting safety plan can help direct efforts and resources toward achieving a shared safety vision. Federal law requires the transportation planning process to be consistent with each state's Strategic Highway Safety Plan (SHSP), a Highway Safety Improvement Program (HSIP) requirement. HSIP is the core federal-aid program supporting efforts to significantly reduce crash-related fatalities and serious injuries on all public roads using a data-driven, strategic approach. HSIP not only funds the safety planning process but may also support the implementation of practical and effective countermeasures identified during the process.

### PURPOSE OF THE TRUTH OR CONSEQUENCES TRANSPORTATION SAFETY PLAN

New Mexico has the highest rate of pedestrian fatalities nationally and has been amongst the top five states for pedestrian fatalities over the last nine years<sup>1</sup>. Moreover, New Mexico has been in the top quartile for 18 out of 26 years for vehicular fatalities between 1994-2019<sup>2</sup>. Between 2015 and 2019, over one thousand people annually suffered serious injuries on New Mexico Public roads<sup>3</sup>. Mitigating these challenges is the driving force behind helping New Mexico communities address transportation safety issues. The New Mexico Department of Transportation (NMDOT) views Transportation Safety Plans as foundations for communities to address transportation safety challenges, as well as to pursue funding opportunities at the federal, state, regional, and local levels.

The planning process provided a forum for the City of Truth or Consequences (T or C) and local stakeholders to provide context, input, and feedback to guide the plan's development.

The NMDOT's Planning Division, City of T or C, and Lee Engineering partnered to develop this safety plan. Other collaborators include NMDOT District 1, Sierra County Road Department, T or C Police Department, City of Williamsburg, and T or C Municipal Schools. This multidisciplinary and inclusive collaboration identified primary safety concerns and countermeasures to enhance safety for pedestrians, bicyclists, and motorists in T or C. The community envisions improved roadway safety for residents and visitors through increased vehicle speed limit compliance, suitable pedestrian facilities, accessibility, striping and signage, and reducing intersection conflicts. The countermeasures detailed in this safety plan enhance transportation safety by calming traffic, improving pedestrian accessibility, Americans with Disabilities Act (ADA) compliance, and communicating roadway conditions.

### STUDY AREA

T or C is located in the Rio Grande Valley of southern New Mexico between Las Cruces and Albuquerque in Sierra County. In the early 1900s, the town was known as Hot Springs, New Mexico, because of its healing geothermal mineral waters. Today, the spas and bathhouses in the Hot Springs Bathhouse and Commercial Historic District in downtown T or C continue to drive tourism along with the area's one-of-a-kind shops, museums, galleries, eclectic art scene, and monthly Art Hop. These attractions generate significant pedestrian, bicycle, and motor vehicle traffic. The City of T or C has identified pedestrian safety concerns downtown and in two highly trafficked corridors in the north end of T or C. These corridors provide access to the City's schools, elementary through high school, and hospital. The multimodal usage of these areas calls for ensuring the safety of vulnerable road users, such as pedestrians and bicyclists.

This safety plan has three focus areas, as highlighted in Figure 1. The first Focus Area is Downtown T or C. Focus Area 2 is Smith Avenue east of N. Date Street, Silver Street between Smith Avenue and N. Silver Street, N Silver Street between Silver Street and Marie Street, and Silver Street to E. 9<sup>th</sup> Avenue. This corridor provides access to T or C Elementary School, Sierra Vista Hospital, and Sierra Health Care. Lastly, Focus Area 3 is New School

<sup>1</sup> National Highway Traffic Safety Administration, "Traffic Safety Facts Annual Report Tables."

<sup>2</sup> New Mexico Department of Transportation, Traffic Safety Division, "FARS Encyclopedia: States - Fatalities and Fatality Rates 1994-2019."

<sup>3</sup> New Mexico Department of Transportation, Traffic Safety Division, "New Mexico Traffic Crash Annual Report 2019."



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Road/N. Pershing Street between N. Date Street and Marie Street. This corridor is the access point for T or C Middle School and Hot Springs High School.



Figure 1: Focus Areas - Truth or Consequences, NM

## DEMOGRAPHICS AND SOCIOECONOMIC PROFILE

Table 1 shows a selection of census data describing T or C. T or C is a small city with a population of approximately 6,000. The Median Household Income in T or C is fifty-two percent lower than New Mexico's Median Household Income, and more than twelve percent of households in T or C do not have a vehicle available for use. In addition, approximately one-fourth of the population is living with a disability. Figure 2 shows the age distribution of residents in T or C and New Mexico. The population of T or C residents tends to be older, as evidenced by the higher median age of 51.5 years old relative to New Mexico's median age of 38.6 years old.

Table 1: Selected Demographic and Socioeconomic Data, Source: 2015-2019 American Community Survey 5-Year Estimates

	T or C	New Mexico
Population	5,894	2,092,454
Median Age	51.5	38.6
Median Household Income	\$23,988	\$49,754
Poverty Rate	33.4%	18.2%
Employment Rate	39.2%	54.1%
Rate of Households Without a Vehicle	12.4%	7.6%
Disability Status	26.9%	16.0%

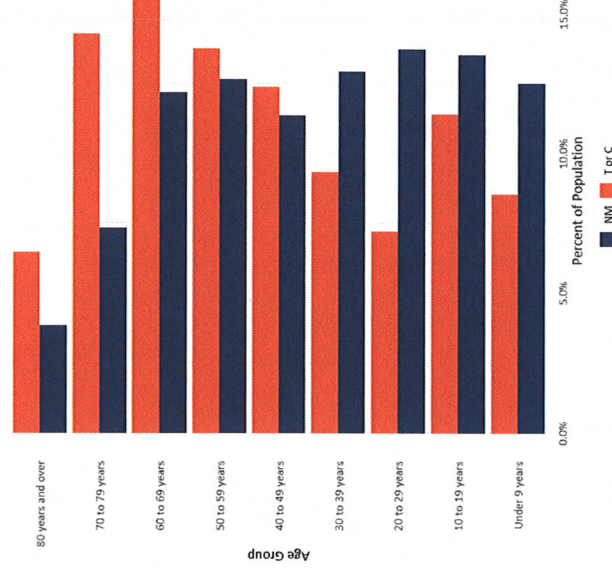


Figure 2: Age Distribution by Geography



## TRUTH OR CONSEQUENCES, NM

### MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

Walking and bicycling may reflect one's travel preferences, but mode choice results from an individual's financial situation, city of residence, commute time and distance, and physical ability. Non-motorized commuting generally increases as household incomes decline and ages increase<sup>4</sup>. Table 2 shows individuals' mode share when traveling to work in T or C and New Mexico. The percentage of T or C residents who commute by walking to work is almost six percent, more than double the statewide rate.

Table 2: Means of Transportation to Work, Source: 2015-2019 American Community Survey 5-Year Estimates

Commute Mode	T or C	New Mexico
Drove Alone	77.3%	80.4%
Carpool	9.1%	10.0%
Public Transportation	0.3%	1.1%
Walked	5.6%	2.0%
Bicycle	0.7%	0.6%
Other means	2.9%	1.0%
Worked from home	4.1%	4.9%

#### PREVIOUS AND CONCURRENT STUDIES AND PLANS

New Mexico 2016 Strategic Highway Safety Plan (SHSP) - The SHSP is the overarching transportation safety plan for the state. The Plan establishes a vision of "Safe Mobility for Everyone." The SHSP identifies 10 High-Priority Emphasis Areas, including impaired driving, speeding, pedestrians, and motorcycles. These areas are determined by the frequency each factor contributes to fatal and serious injury crashes. The SHSP also details 10 Priority Emphasis Areas, including bicycles, heavy vehicles, and transit. For these Emphasis Areas, the SHSP recommends several strategies using the 4Es: engineering, education, enforcement, and emergency medical services (EMS).

New Mexico Prioritized Statewide Bicycle Network Plan (2018) - The New Mexico Prioritized Statewide Bicycle Network Plan outlines a statewide bicycle network utilizing the state's existing highway network. This Plan classifies New Mexico's highways by tiers indicating

<sup>4</sup> McKenzie, "Modes Less Traveled—Bicycling and Walking to Work in the United States: 2008–2012."

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each segment's benefit level from bicycle infrastructure and the preferred bicycle infrastructure treatments. The New Mexico Prioritized Statewide Bicycle Network Plan considers how to best provide New Mexico residents and visitors with a safe and connected bicycle network at the statewide level.

NMDOT Statewide Pedestrian Safety Action Plan (PSAP) (2021) - The PSAP provides a five-year framework of actions to reduce the number of pedestrian-involved injuries and fatalities in New Mexico.

I-25 Business Loop Roundabouts (2020) - The purpose of the proposed roundabouts on I-25 Business Loop 11/N. Date Street, at New School Road and Smith Avenue, is to improve safety by reducing traveling speeds, improving intersection sight distance, and improving access management throughout the corridor.

T or C Downtown Master Plan (2014) - Adopted in 2014, the Downtown Master Plan aims to create a more attractive destination for locals and tourists in T or C. The Plan proposes physical improvements to the streetscapes, intersections, and public spaces by creating a wayfinding system, increasing parking opportunities, addressing drainage challenges, and preserving historic properties in the Hot Springs Bathhouse and Commercial District.

#### TRAFFIC CONDITIONS AND SAFETY ASSESSMENT

##### TRAFFIC VOLUMES IN T OR C

The project team obtained Annual Average Daily Traffic (AADT) on I-25 Business Loop 11 through T or C from the NMDOT Traffic Data Management System. In addition, the team conducted traffic counts. The average of four counters, located north and south of Downtown on N. Date and S. Broadway Streets, show a decrease in traffic volumes of nearly two percent per year between 2009 and 2020. Independent of this historical data, the project team collected vehicle volumes, vehicle classifications, and speed profiles of vehicles traveling through the study corridors in the focus areas of T or C. Downtown, video cameras collected pedestrian and bicycle activity. Deployment of the video cameras and pneumatic tubes was completed in late February 2021. As the data was collected during the winter amid the COVID-19 pandemic, the project team acknowledges that the collected data does not necessarily reflect typical traffic activity during non-pandemic times or peak tourism season in T or C. However, important traffic data trends emerged and guided the



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

plan. The following sections detail the observations made from the collected data for each of the focus areas.

## FOCUS AREA 1 - MAIN AVENUE AND N. BROADWAY STREET

### Existing Conditions

The project team conducted T or C field visits on March 12<sup>th</sup> and 27<sup>th</sup> of 2021 to understand the context of the community and conduct a transportation asset inventory of the study corridor. Main Avenue and N. Broadway Street form a one-way couplet through downtown T or C, as shown in Figure 5 A one-way couplet is a pair of one-way streets carrying traffic in opposite directions. These corridors comprise a portion of I-25 Business Loop 11 and are owned and maintained by NMDOT. In T or C, Main Avenue carries southbound traffic from N. Date Street to S. Broadway Street. Main Avenue comprises two 11.5-foot wide driving lanes with parallel on-street parking lining both sides of the driving lanes for most of the corridor. S. Pershing, Jones, S. Foch, Clancy, and McAdoo Streets form stop-controlled intersections on the south side of Main Avenue. N. Pershing street, N. Foch Street, Garst Street, Matson Avenue, and Poplar Street create stop-controlled intersections with Main Avenue from the north.

N. Broadway Street carries northbound traffic from N. Broadway Street to N. Date Street via two 11.5-foot wide lanes. Similar to Main Avenue, parallel on-street parking is available on both sides of the driving lanes. McElroy Avenue, Post, and Mims Streets form stop-controlled intersections at N. Broadway on the south side, as Jones Street on the north side. On Clancy, Daniels, S. Foch, or S. Pershing Streets, motorists traveling north or south also encounter stop-controlled intersections when reaching N. Broadway Street.

The Hot Springs Bathhouse and Commercial Historic District is located in Focus Area 1 and generates significant pedestrian activity downtown. Previous efforts created a safe pedestrian-friendly environment beginning with the posted speed limit of 25 miles per hour (MPH). On N. Broadway Street, ADA-accessible sidewalks at least 6-feet wide exist on both sides of the street. Likewise, ADA Accessible sidewalks at least 4-feet wide exist for most of the Main Avenue corridor. However, no sidewalk exists on the north side of Main Avenue between N. Foch and Garst Streets. Marked crosswalks are available at each intersection on Main Avenue and N. Broadway Street.

Walking through Downtown T or C reveals an effort to create a pedestrian-friendly environment. The marked crosswalks, pedestrian traffic signs, and at least 4-foot wide

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sidewalks through most of the Main Avenue and N. Broadway Street corridors are evidence of improving pedestrian safety and comfort. The countermeasures in this plan aim to build upon and enhance these previous efforts.



Figure 3: Traffic Sign Inventory, Main Ave.



Figure 4: Traffic Sign Inventory, N. Broadway St.

### Data Collection

The project team conducted pneumatic tube counts and collected video data to quantify the multimodal traffic activity in Focus Area 1 between February 18, 2021, and February 21, 2021. Pneumatic tube counters yielded motor vehicle classifications, volumes, and speeds. Pneumatic tube counters were deployed on Main Avenue near S. Pershing and McAdoo Streets and N. Broadway Street near S. Pershing and Post Streets. In addition, video data were collected at two locations on Main Avenue and two locations on N. Broadway Street. The video cameras and pneumatic tubes were deployed at the locations shown in Figure 5. The cameras provided insight into pedestrian and bicycle activity in the focus area.





Figure 5: Video Camera and pneumatic tube deployments in Focus Area 1.

#### Traffic Volumes

Figure 6 through Figure 9 show the vehicle traffic volume profiles for Main Avenue. Figure 6 and Figure 7 are weekly vehicle volumes, while Figure 8 and Figure 9 are weekend volumes. The hourly traffic profiles are consistent between weekdays and weekends. These profiles indicate an absence of a morning and evening peak hour—the east end of the corridor experiences slightly higher traffic volumes than the west end.

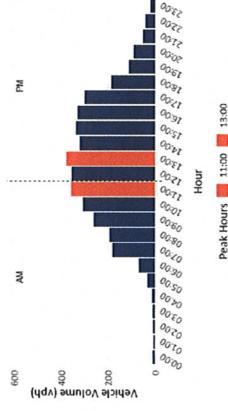


Figure 6: Average weekday vehicle volumes by hour, Main Ave. near McAdoo St.

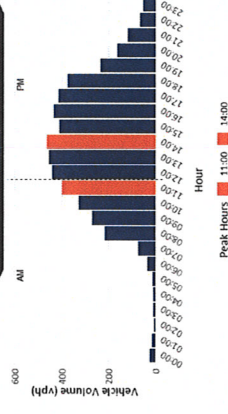


Figure 7: Average weekday vehicle volumes by hour, Main Ave. near S. Pershing St.

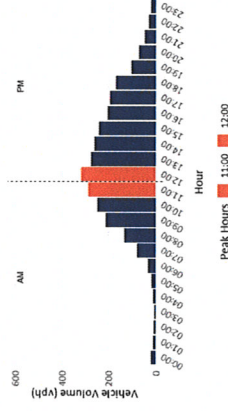


Figure 8: Average weekend vehicle volumes by hour, Main Ave. near McAdoo St.

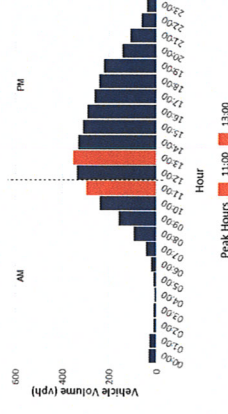


Figure 9: Average weekend vehicle volumes by hour, Main Ave. near S. Pershing St.

Similar traffic profiles exist on N. Broadway Street as Main Avenue. Figure 10 through Figure 13 show the vehicle traffic volume profiles for N. Broadway Street. Traffic volumes peak during mid-day hours, with increased traffic volumes observed on the corridor's east end.



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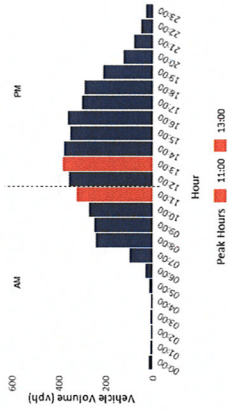


Figure 10: Average weekday vehicle volumes by hour, N. Broadway St. near Post St.

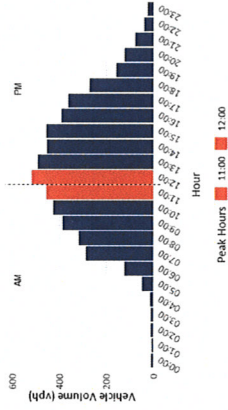


Figure 11: Average weekday vehicle volumes by hour, N. Broadway St. near S. Pershing St.

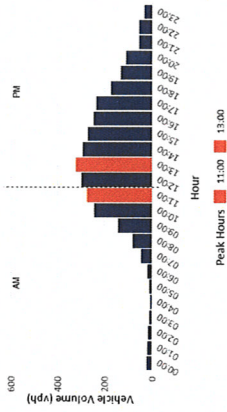


Figure 12: Average weekend vehicle volumes by hour, N. Broadway St. near Post St.

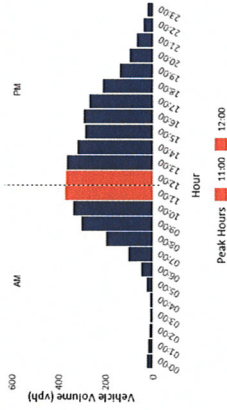


Figure 13: Average weekend vehicle volumes by hour, N. Broadway St. near S. Pershing St.

## Vehicle Classification

The pneumatic tube counters also provided insight into the types of vehicles traveling through Focus Area 1. Vehicle classifications are identified by vehicle axle spacing. A summary of these vehicle classifications is listed in Figure 14. Passenger vehicles were the most common vehicle class in both corridors; this class includes passenger cars and trucks. Single unit two-axle trucks comprised a significant portion of traffic through downtown T or C. Vehicles in this class include delivery trucks, flatbeds, small public transit vans, recreational vehicles, and dual rear wheel passenger trucks (dually trucks). Larger trucks with three axles or more, such as semi-trucks and cement trucks, accounted for around two percent of the vehicular traffic in T or C. Of note, a significant amount of bus traffic traveled through the Broadway corridor compared to Main Avenue. Finally, a small percentage of motorcycles were observed traveling through the study corridor.

## Main Avenue



## N. Broadway Street

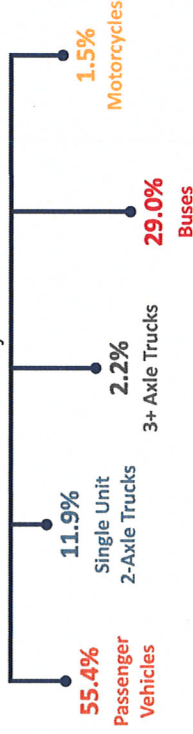


Figure 14: Percentage of vehicle classifications in Focus Area 1.

## Vehicle Speeds

The project team developed the vehicular traffic speed profiles in Focus Area 1 from the tube counter data. Figure 15 and Figure 16 are the speed profile distributions of observed vehicle speeds on Main Avenue for each tube counter location. Figure 15 shows that the 50<sup>th</sup> percentile speed at S. Pershing Street was 24 MPH, and the 85<sup>th</sup> percentile speed was 27 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH. Figure 16 shows the speed profile near McAdoo Street. At this location, the 50<sup>th</sup> percentile speed is 31 MPH, and the 85<sup>th</sup> percentile is 35 MPH. These speeds indicate that more than half of the observed traffic exceeded the posted speed limit by 6 MPH or more. Moreover, fifteen percent of vehicular traffic exceeded the



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posted speed limit by at least 10 MPH. Figure 15 and Figure 16 suggest that motorists increase their moving speed as they travel east to west through the central business district of T or C.

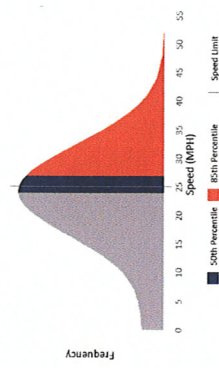


Figure 15: Speed profile distribution of motor vehicles at Main Ave. near S. Pershing St.

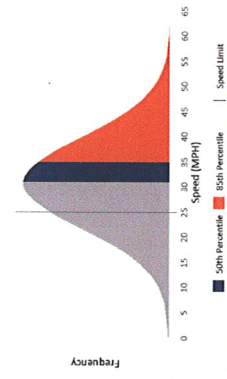


Figure 16: Speed profile distribution of motor vehicles at Main Ave. near McAdoo St.

Figure 17 and Figure 18 are the speed profile distributions of observed vehicle speeds on N. Broadway Street at Post and S. Pershing Streets. Figure 17 shows that the 50<sup>th</sup> percentile speed at Post Street was 25 MPH, and the 85<sup>th</sup> percentile speed was 28 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH. Figure 18 shows the speed profile near S. Pershing Street. At this location, the 50<sup>th</sup> percentile speed is 26 MPH, and the 85<sup>th</sup> percentile is 29 MPH. These speeds indicate that almost half of the observed traffic complied with the posted speed limit and fifteen percent of vehicular traffic exceeded the posted speed limit by more than 4 MPH. Like Main Avenue, the speed profile distributions suggest that motorists increase their speed as they travel through downtown T or C.

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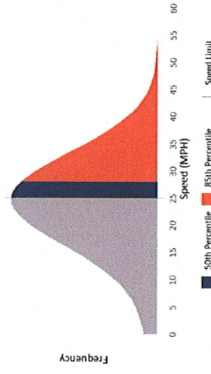


Figure 17: Speed profile distribution of motor vehicles at N. Broadway St. near Post St.

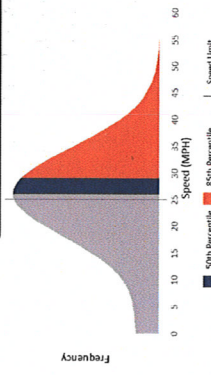


Figure 18: Speed profile distribution of motor vehicles at N. Broadway St. near S. Pershing St.

### Pedestrian Activity

The video camera deployments allowed the project team to observe pedestrian and bicyclist traffic activity. Cameras were placed at four locations in Focus Area 1. Cameras on main were located at Jones and S. Foch Streets. The camera at Jones was located on the north side of Main Avenue and captured activity on the roadway west of Geronimo Springs Museum. The other camera was placed at Foch Street and faced east on Main Avenue. Two cameras were deployed on N. Broadway Street and Daniels Street. One camera faced east while the other faced west. Table 3 summarizes the observed pedestrian activity. Cameras were programmed to record data between 6:00 AM and 6:00 PM; these hours were chosen due to available daylight during the winter.

The camera observations indicated high pedestrian activity on Main Avenue near Jones Street and moderate foot traffic on N. Broadway Street for Thursday and Friday. Activity near Jones Street was higher on Thursday and Friday due to US Post Office and BBVA Bank business. On Saturday and Sunday, pedestrian activity was higher on N. Broadway Street and slowed on Main Avenue. The elevated activity on N. Broadway over the weekend suggests that there are more attractions generating tourists and pedestrian activity in this corridor.



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Table 3: Pedestrian volumes by day and location

Location	Thursday (2/18/21)	Friday (2/19/21)	Saturday (2/20/21)	Sunday (2/21/21)
<b>Main Ave.</b>				
Jones St.	78	95	25	18
S Foch St.	11	38	19	23
<b>N. Broadway St.</b>				
Daniels St. (E)	33	50	84	56
Daniels St. (W)	54	40	32	19

## Bicycle Activity

Table 4 shows bicycle activity was higher on N. Broadway Street than Main Avenue. Higher numbers of bicyclists using N. Broadway Street indicate bicyclists are more often traveling east through Downtown. Additionally, bicyclists may prefer using other routes when traveling west to avoid the elevation increase as Main Avenue approaches Foch Street.

Table 4: Bicycle volumes by day and location

Location	Thursday (2/18/21)	Friday (2/19/21)	Saturday (2/20/21)	Sunday (2/21/21)
<b>Main Ave.</b>				
Jones St.	0	3	0	1
S Foch St.	1	1	2	2
<b>N. Broadway St.</b>				
Daniels St. (E)	2	3	1	1
Daniels St. (W)	7	0	7	4

## Existing Conditions

The observed bicycle and pedestrian activity data were collected days after a snowstorm in February 2021 during the COVID-19 pandemic. During non-pandemic times, February is outside the typical bicycle season. The project team believes bicycle and pedestrian activity is underrepresented by this data and expects increased bicycle volumes during seasons with more pleasant weather. We recommend follow-up pedestrian and bicycle counts during the non-winter months, especially over weekends.

## Crash Data Summary

This study analyzed five years of crashes occurring in the Focus Areas between 2014 and 2018 provided by the University of New Mexico, Geospatial and Population Studies, Traffic

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Research Unit. Crash data provided is from reported crashes to law enforcement, and this data often fails to capture other minor crashes, unreported crashes, or near-misses. Crash data is extracted from crash reports filed by law enforcement officers. The following injury codes identify crash severity in New Mexico:

- K – Killed (Fatal)
- A – Incapacitated (Serious Injury)
- B – Visible Injury
- C – Complaint of Injury
- O – No Apparent Injury or Property Damage Only

The crash data analysis did not include Complaint of Injury crashes (C), Property Damage Only crashes (O), minor crashes, unreported crashes, or near-misses.

## Crash Data Analysis

Of the reported crashes in Focus Area 1, two were fatal, and one resulted in a serious injury. Two minor injury crashes involved pedestrians, and none involved bicycles or transit vehicles. Crash severity for crashes in Focus Area 1 between 2014 and 2018 is summarized in Table 5. The single fatal crash resulted in two fatalities, and two crashes left three people with serious injuries. These crashes accounted for nearly forty-three percent of all crashes, while crashes resulting in minor injuries (visible injuries) were responsible for the remaining fifty-seven percent of crashes.

Table 5: Crashes by severity, Focus Area 1 (2014-2018)

	Crash Severity	Crashes	Percentage
	Fatal (K)	1	14.3%
	Serious Injury (A)	2	28.6%
	Visible Injury (B)	4	57.1%
	<b>Total</b>	<b>7</b>	<b>100.00%</b>



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While a significant percentage of crashes resulted in fatalities or serious injuries, the rate of less severe crashes should not be ignored. In addition to the more severe crashes, the less severe crashes signal a safety challenge and present an opportunity to address their top contributing factors to proactively reduce the possibility of crashes resulting in fatalities or serious injuries. Table 6 is a summary of the top contributing factors for crashes occurring within the study area. The top contributing factor for the fatal crash was Speed Too Fast for Conditions. Driver inattention was a top contributing factor for three crashes, one that resulted in a serious injury.

Table 6: Crashes by top contributing factor and severity, Focus Area 1

Contributing Factor	Fatal (K)	Serious Injury (A)	Visible Injury (B)	Total
Driver Inattention	0	1	2	3
Made Improper Turn	0	0	1	1
Speed Too Fast for Conditions	1	0	0	1
Other – No Driver Error	0	1	0	1
Pedestrian Error	0	0	1	1
<b>Total</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>7</b>

### Multimodal Crashes

Transportation safety becomes more of a concern when modes of transportation other than motor vehicles are involved; a greater danger is posed to pedestrians, bicyclists, and other modes of active transportation when colliding with a motor vehicle. Fortunately, crashes in T or C that occurred during our analysis period did not involve bicyclists. However, one crash involved a pedestrian and resulted in minor injury. Table 7 is a summary of crashes involving pedestrians and bicyclists.

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Table 7: Pedestrian and Bicycle Involved crashes by severity, Focus Area 1 (2014-2018)

Crash Severity	Pedestrian Involved	Bicyclist Involved
Fatal (K)	0	0
Serious Injury (A)	0	0
Visible Injury (B)	1	0

## FOCUS AREA 2 – SMITH AVENUE/N. SILVER STREET/SILVER STREET

### Existing Conditions

The project team also visited Focus Area 2 during the site visits in March 2021. The Smith Avenue and Silver Street corridors provide access to T or C Elementary School from N. Date Street and E. 9<sup>th</sup> Street. These corridors also offer access to Sierra Vista Hospital and Sierra Health Care. The paved roadways are 26-feet wide and unmarked. The speed limit on Smith Avenue is 25 MPH for eastbound motorists entering from N. Date Street. The 25 MPH speed limit continues for approximately 2,000 feet until the school zone begins, and the speed limit reduces to 15 MPH. A 15 MPH speed zone continues Silver and N. Silver Streets until E. 9<sup>th</sup> Avenue. When motorists enter Focus Area 2 from the south, the speed limit on Silver Street is 25 MPH. Approximately 1,000 feet from the intersection at E. 9<sup>th</sup> Avenue, a school zone begins, and the speed limit reduces to 15 MPH. The school zone continues around the school property on N. Silver Street and Smith Avenue until it ends approximately 1,000 feet from the intersection at N. Date Street. Motorists encounter a stop sign at N. Date Street when traveling west on Smith Avenue. Likewise, motorists traveling south on Silver Street come to a two-way stop-controlled intersection at E. 9<sup>th</sup> Street. An all-way stop-controlled intersection is present at N. Silver and Silver Streets northeast of the school's property. Pedestrian infrastructure is minimal in Focus Area 2, with approximately 1,000 feet of sidewalk on the south side of Smith Avenue just due west of the school.





Figure 19: Traffic Sign Inventory, Smith Ave.



Figure 20: Traffic Sign Inventory, Silver St.

#### Data Collection

The project team measured motorists' traffic activity in Focus Area 2 using pneumatic tube data collected between February 18, 2021, and February 21, 2021. As in Focus Area 1, pneumatic tube counters yielded motor vehicle classifications, volumes, and speeds. Pneumatic tube counters were deployed on Smith Avenue east of T or C Elementary School and Silver Street north of Madeline Street. The posted speed limit in these areas was 25 MPH. The pneumatic tubes were deployed at the locations shown in Figure 21.

#### Traffic Volumes

Figure 22 through Figure 25 show the vehicle traffic volume profiles for Focus Area 2. Figure 22 and Figure 23 are weekly vehicle volumes, while Figure 24 and Figure 25 are weekend volumes. These figures indicate the corridors are much busier on weekdays than on weekends. The weekday morning peak hour is 8:00 AM on Smith Avenue and 7:00 AM on Silver Street, with weekday afternoon peak hours being 3:00 PM on Smith and 2:00 PM on Silver. The weekday volumes indicate a daily traffic pattern driven by the school schedule.

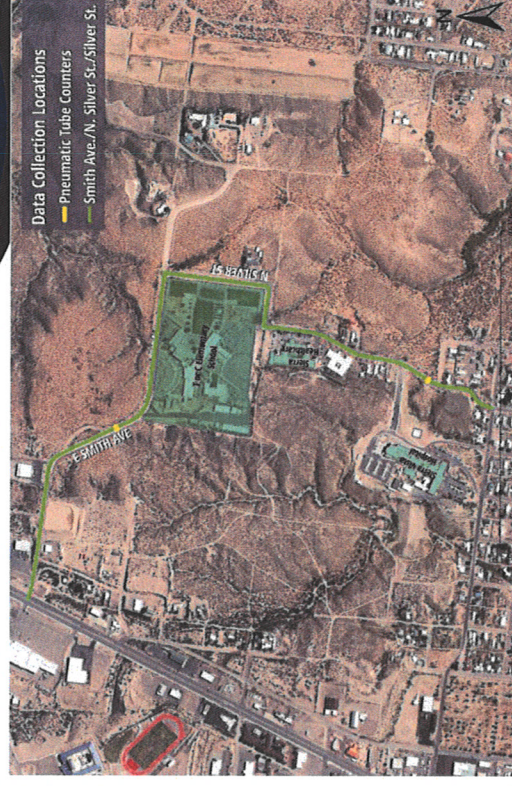


Figure 21: Pneumatic tube deployments in Focus Area 2.



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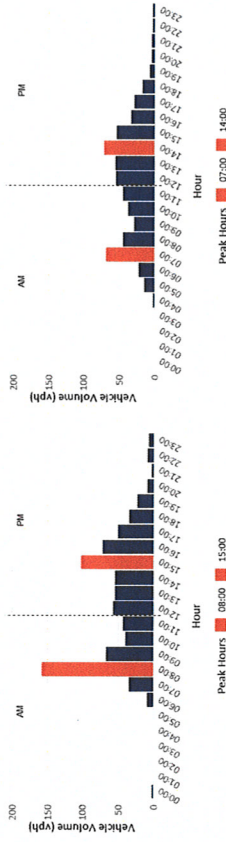


Figure 22: Average weekday vehicle volumes by hour, Smith Ave.

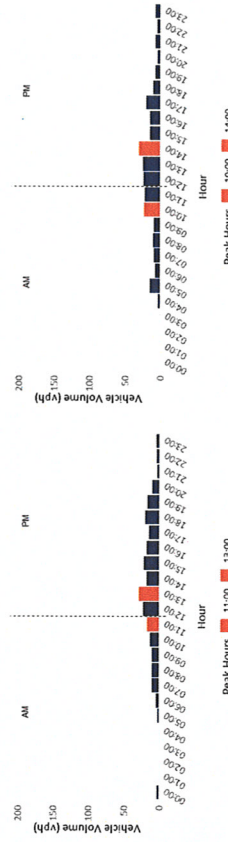


Figure 24: Average weekday vehicle volumes by hour, Smith Ave.

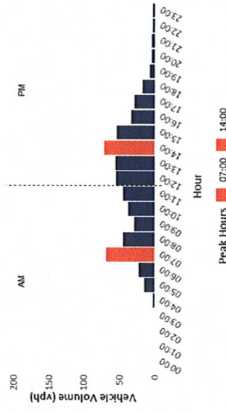


Figure 23: Average weekday vehicle volumes by hour, Silver St.

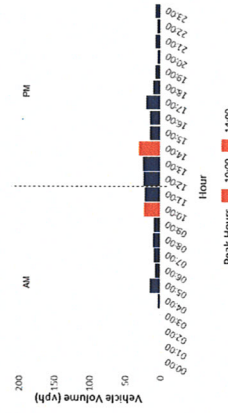


Figure 25: Average weekend vehicle volumes by hour, Silver St.

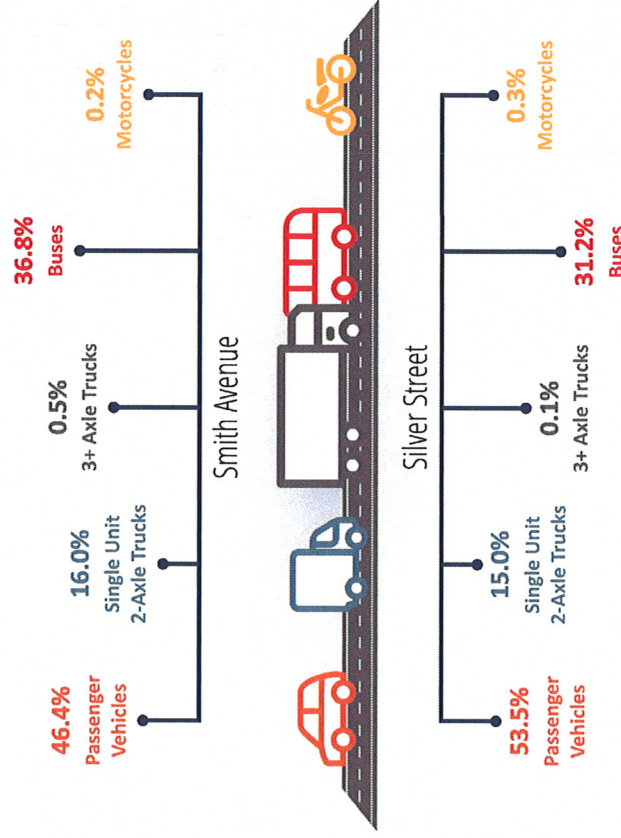


Figure 26: Percentage of vehicle classifications, Focus Area 2.

## Vehicle Speeds

The speed profile distribution of observed vehicle speeds on Smith Avenue west of T or C Elementary School is shown in Figure 27. The 50<sup>th</sup> percentile speed was 26 MPH, and the 85<sup>th</sup> percentile speed was 31 MPH. These observations indicate that half of the observed traffic was compliant with the posted speed limit of 25 MPH and fifteen percent of the observed traffic exceeded the posted speed limit by at least 5 MPH. Figure 28 shows the speed distribution profile of vehicles on Silver Street north of Madeline Street. The 50<sup>th</sup> and 85<sup>th</sup> percentile speeds are similar on Smith Avenue at 27 MPH and 31 MPH, respectively. Nearly half of the observed traffic was compliant with the posted speed of 25 MPH, and fifteen percent of traffic exceeded it by 6 MPH.

## Vehicle Classification

A summary of the vehicle classifications in Focus Area 2 is summarized in Figure 26. Passenger vehicles and buses are the most common vehicles traveling these corridors. Single unit two-axle trucks also made up a significant percentage of traffic in Focus Area 2. Larger trucks with three axles or more and motorcycles make up only a small percentage of traffic through these corridors.



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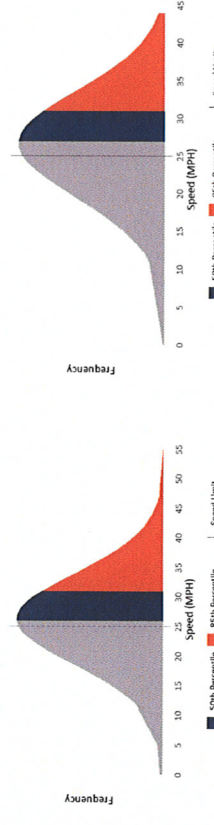


Figure 27: Speed profile distribution of motor vehicles on Smith Ave.

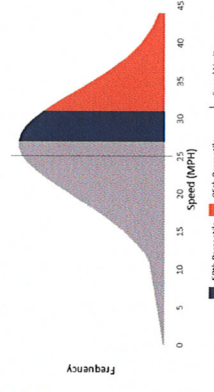


Figure 28: Speed profile distribution of motor vehicles on Silver St.

## Crash Data Analysis

There were two reported crashes in Focus Area 2 between 2014 and 2018. Crash severity for the crashes is summarized in Table 8. Both crashes resulted in minor injuries (visible injuries).

Table 8: Crashes by severity, Focus Area 2 (2014-2018)

Crash Severity			Crashes	Percentage
Fatal (K)	Serious Injury (A)	Visible Injury (B)		
0	0	2	0	0.0%
0	0	2	0	0.0%
0	0	2	2	100.0%

Table 9 is a summary of the top contributing factors for crashes occurring within the study area. Driver inattention was the top contributing factor for both crashes. Neither crash involved a pedestrian or a bicyclist. Fortunately, these crashes did not result in a fatality or serious injury, only minor visible injuries. It is important to note that none of the reported crashes took place through the length of Focus Area 2. The crashes occurred at the intersection of Smith N. Date Streets. This intersection will undergo a reconfiguration to a roundabout designed to address pedestrian safety and accessibility.

Table 9: Crashes by top contributing factor and severity, Focus Area 2

Contributing Factor	Fatal (K)	Serious Injury (A)	Visible Injury (B)	Total
Driver Inattention	0	0	2	2
Total	0	0	2	2

## FOCUS AREA 3 - NEW SCHOOL ROAD/N. PERSHING STREET

### Existing Conditions

Focus Area 3 is New School Road west of N. Date Street to N. Pershing Street and N. Pershing Street from New School Road to Marie Street. These corridors also provide access to Hot Springs High School and T or C Middle School. The paved asphalt on New School Road and N. Pershing Street is 36-feet wide between N. Date Street, the southernmost driveway of Hot Springs High School. From there until Barton Street, the asphalt roadway narrows to 32-feet. Between Barton and Marie Streets, the roadway is 44-feet wide. Lane markings exist at N. Date Street, at the eastern parking lot driveway of Hot Springs High School, and the western parking lot driveway of T or C Middle School. Marked crosswalks exist on New School Road between T or C Middle School and Hot Springs High School.

A 15 MPH school zone begins on New School Road, 1,000 feet from N. Date Street, extending approximately 3,000 feet, ending on N. Pershing Road a hundred feet before Barton Street. Motorists encounter a stop sign at N. Date Street when traveling east on New School Road. Likewise, southbound motorists on N. Pershing encounter an all-way stop at Barton Street and a two-way stop approaching Marie Street. Similar to Focus Area 2, pedestrian infrastructure is minimal, with approximately 1,400 feet of sidewalk on the south side of New School Road between N. Date Street and the eastern driveway of Hot Springs High School.





Figure 29: Traffic Sign Inventory, New School Rd.



Figure 30: Traffic Sign Inventory, N. Pershing St.

#### Data Collection

Pneumatic tube data collected between February 18, 2021, and February 21, 2021, quantified motorist traffic activity in Focus Area 3. A pneumatic tube counter was deployed on New School Road east of T or C Middle School and Hot Springs High School. Another tube counter collected traffic data on N. Pershing Street north of Barton Street. The posted speed limit in these areas is 15 MPH. The pneumatic tubes were deployed at the locations shown in Figure 31



Figure 31: Pneumatic tube deployments in Focus Area 3.

#### Traffic Volumes

Figure 32 through Figure 35 show the vehicle traffic volume profiles for Focus Area 2. Figure 32 and Figure 33 are weekly vehicle volumes, while Figure 34 and Figure 35 are weekend volumes. Like Focus Area 2, the traffic in these corridors is primarily because of the schools. The weekday traffic volumes show a clear diurnal pattern, with both counter locations reporting peak hours of 7:00 AM and 3:00 PM. The traffic volumes during the weekend are much less than during the weekdays.



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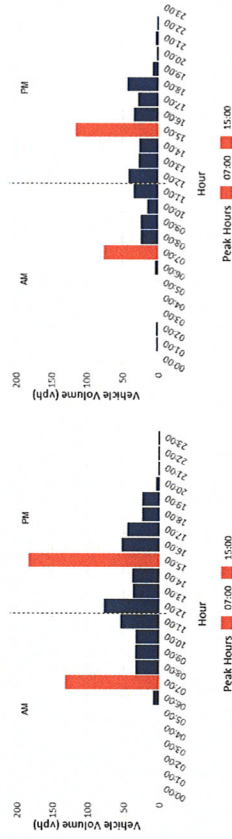


Figure 32: Average weekday vehicle volumes by hour, New School Rd.

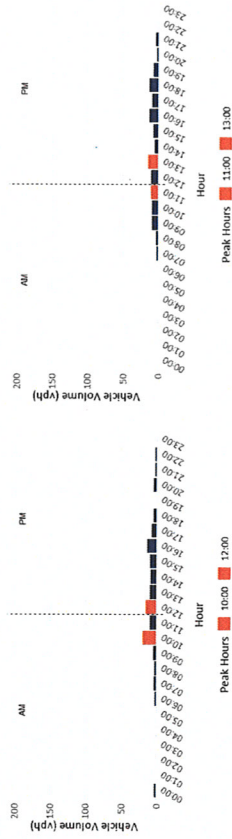


Figure 33: Average weekday vehicle volumes by hour, N. Pershing St. near Barton St.

## Vehicle Classification

A summary of the vehicle classifications in Focus Area 3 is summarized in Figure 36. Passenger Vehicles and buses comprise most vehicles traveling the New School Road section. In contrast, single-unit two-axle trucks and buses made up the highest percentage of traffic on N. Pershing Street. Larger trucks with three axles or more were also much more common. Finally, motorcycles comprised a small percentage of traffic in Focus Area 3.

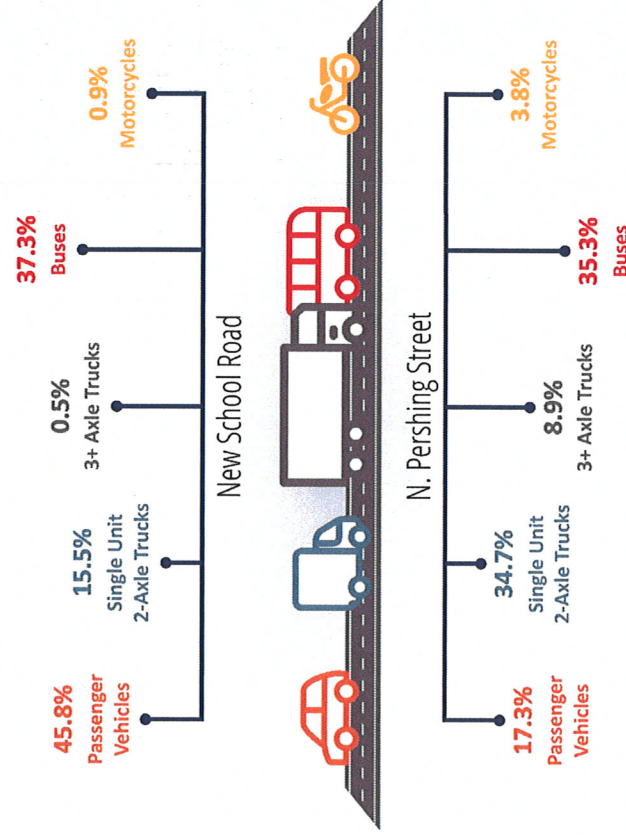


Figure 36: Percentage of vehicle classifications in Focus Area 3.

## Vehicle Speeds

The speed profile distribution of observed vehicle speeds on New School Road east of T or C Middle School is shown in Figure 37. The 50<sup>th</sup> percentile speed was 23 MPH, and the 85<sup>th</sup> percentile speed was 29 MPH. These observations indicate that more than half of the observed traffic exceeded the posted speed limit of 15 MPH by 8 MPH. Fifteen percent of vehicular traffic exceeded the posted speed limit by at least 14 MPH. The bidirectional speed profile for New School Road indicates that many motorists in this corridor do not comply with the school zone's posted speed limit. Figure 38 shows the speed distribution profile of vehicular traffic on N. Pershing Street north of Barton Street. The 50<sup>th</sup> and 85<sup>th</sup> percentile speeds were 29 MPH and 40 MPH, respectively. Over half of the observed traffic



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exceeded the posted speed of 25 MPH by 4 MPH, and fifteen percent of traffic exceeded it by 15 MPH. This speed profile distribution suggests that motorists reduce their speeds in the 15 MPH school zone but are still not compliant with the posted speed limit.

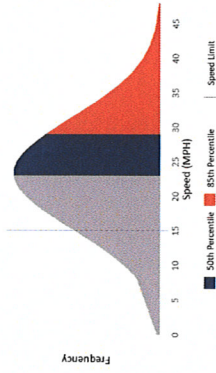


Figure 37: Speed profile distribution of motor vehicles on New School Rd.

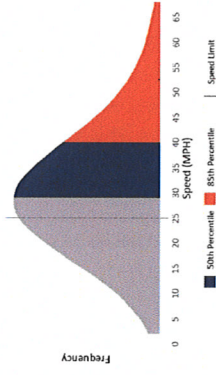


Figure 38: Speed profile distribution of motor vehicles on N. Pershing St.

## Crash Data Analysis

Reported crashes in Focus Area 3 were negligible between 2014 and 2018, with only one reported crash. The crash resulted in a serious injury, with the top contributing factor attributed to driver inattention. This crash occurred at the intersection of New School Road and N. Date Street. This intersection will also undergo a redesign to a roundabout designed to consider pedestrian accessibility and safety. Fortunately, there were no reported crashes involving pedestrians or bicyclists.

## PUBLIC INVOLVEMENT PROCESS

Stakeholders and the public shared thoughts, concerns, and feedback through multiple avenues throughout the planning process. The community members provided input during virtual meetings, via email correspondence, and by commenting on the virtual meeting registration pages. As shown in Figure 39, the project schedule demonstrates the planning process and community engagement.

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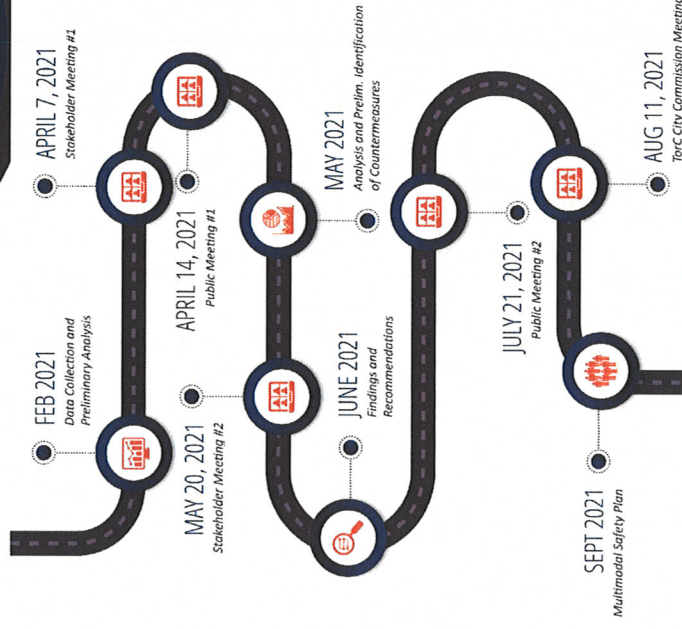


Figure 39: Schedule for Truth or Consequences Transportation Safety Plan

The COVID-19 pandemic and related restrictions required stakeholder and public meetings to be held virtually via Microsoft Teams. Despite this challenge, T or C community members participated in the Plan's development. Table 10 lists the participants in the planning process.



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Table 10: T or C Transportation Safety Plan Participants

PARTICIPANT	AFFILIATION
Rick Dumiak	T or C Resident
Traci Alvarez	City of T or C
Bruce Swingle	City of T or C
Sandra Whitehead	City of T or C
OJ Hechler	City of T or C
Victor Rodriguez	City of T or C
Linda DeMarino	MainStreet T or C
John Masterson	MainStreet T or C
Dagoberto Varela	New Mexico Gas Company
Andreas Linnan	NMDOT District 1
Harold Love	NMDOT District 1
Trent Doolittle	NMDOT District 1
Ani Evans	NMDOT District 1
Debra Hudson	NMDOT Multimodal Planning and Programs Bureau
Neala Krueger	NMDOT Multimodal Planning and Programs Bureau
Tracy Estes	Passion Pie Cafe
Billy Neely	Sierra County Road Department
Kathleen Sloan	Sierra County Sun
Theresa King	Sierra Grande Lodge
David Dawdy	Sophia Unity Foundation
Angela Rael	South Central Council of Governments
Joe McClintock	South Central Council of Governments
Jay Armijo	South Central Council of Governments
Jaymi Simms	South Central Council of Governments
Eliana Orozco	T or C Municipal School District
Randall Aragon	T or C Municipal School District
Channell Segura	T or C Municipal School District
Deputy Chief Baker	T or C Police Department
Susan Buhler	T or C Resident
Daniel Holm	T or C Resident
Ann	T or C Resident
Sophia Perron	T or C Resident
James Boyd	T or C Resident
Ron Pacourek	T or C Resident
Rebecca Speakes	T or C Resident
Tom Sharpe	T or C Resident
Dennis Dunnum	T or C Resident
Susan Todd	T or C Resident
Amanda Cardona	Village of Williamsburg

Two rounds of meetings occurred during the planning process. The first round took place in April 2021, following the data collection and analysis. During this initial round of

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meetings, the project team shared the collected data and elicited feedback regarding the project team's observations. Community members offered input not observed through the data collection process and helped the project team understand the community's perceptions of transportation safety in the study's focus areas. Some of the feedback is presented below:

### Participant Feedback and Input:

- Resident 1 - "Where are the handicapped parking spaces in downtown TrC?, There are NONE! NO PARKING SPACE STRIPING OR DESIGNATION in 18 years!"
- Resident 2 - "Cool. I thought it was a very good presentation, thank you. I'm very concerned about the speed on Broadway and Main, no question. I thought those were great suggestions. Sidewalks definitely needed...I like the pedestrian slow-downs and I definitely like the gateway idea. I think it definitely funnels people down, it gets them mentally thinking different, getting them off the cell phone, and just makes them slow down another five to ten miles per hour, so thank you very much for those suggestions."
- Resident 3 - "Would like to see the traffic slowed down on Main St. The corner of Main and Foch desperately needs a four way stop, or a simple lens change from yellow to red. We have nothing more than a raceway at present."
- Resident 4 - "The curve of main street and the parking nearby at Foch and Main have been sore spots for the community for years. A speeder recently flipped their vehicle due to ineffective traffic calming measures. There's a visibility issue at Foch and Main for northbound travelers which DOT "solved" by removing 4 parking spaces, which caused local merchants great concern."
- South Central Council of Governments Staff 1 - "Each area is used by all modes of transportation, specifically pedestrian. It would be nice to have the areas more pedestrian friendly and even designed to encourage pedestrian and bicycle traffic."
- City Staff 1 - "Sidewalks non existing or in poor shape."

These initial meetings aided the project team in understanding the safety vision of the community. They envision making T or C a safer place for residents and visitors to walk, ride a bicycle, and drive by addressing the following safety challenges:



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

- Motor vehicle speed compliance
- Pedestrian safety
- Lack of pedestrian infrastructure
- Non-uniform traffic control devices (signs and pavement markings)
- Non-compliance with ADA Accessible Standards

Combining this qualitative information with the empirical data, the project team identified an initial set of countermeasures and mitigation strategies. The second round of meetings took place over the summer of 2021. In May, the stakeholders shared their initial feedback on the recommended countermeasures. The project team took this feedback and further developed the countermeasure plan. In July, the project team held a final community public meeting to share and obtain feedback on recommended countermeasures. Following the final public meeting, the project team briefed the T or C City Commission on the progress of the Transportation Safety Plan to ensure alignment before finalizing the safety plan.

## COMMUNITY IMPACTS OF CRASHES

Costs associated with motor vehicle crashes can substantially impact the local economy. These costs come from lost wages, medical expenses, administrative expenses, motor vehicle damage, and employer uninsured costs. Furthermore, unsafe traffic conditions can impact community members not directly involved or injured in a crash. Property Damage Only crashes can affect residents if they experience damage to their property resulting from a crash. Crashes resulting in a fatality, serious injury, or even near-miss crashes can contribute to residents not feeling safe living in their community. Additionally, traffic crashes typically occupy a driving lane on the road until local authorities and emergency services can respond which result in local businesses losing profits due to a car crash and the necessary emergency service vehicles blocking their storefront.

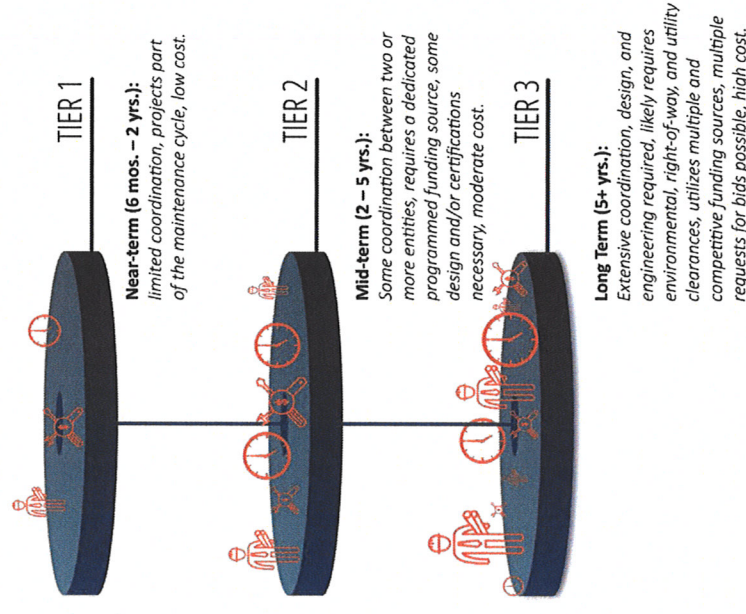
## COUNTERMEASURES AND STRATEGIES

The following sections discuss the recommended countermeasures for the Focus Areas. These countermeasures are not prescriptive, nor a package, rather a toolbox of strategies to address the observed challenges. The recommended countermeasures are Tiered, with

<sup>5</sup> Federal Highway Administration, "The Effect of Crosswalk Markings on Vehicle Speeds in Maryland, Virginia, and Arizona."

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each increasing Tier reflecting increasing cost, complexity, and amount of time to implement. All countermeasures are contingent on funding and program priorities. Assuming funding is available, and a countermeasure is programmed, the Tiers are:



The countermeasures may be additive or stand-alone. When combined with an in-street pedestrian sign, marked continental crosswalks may have a synergistic effect. Marked crosswalks alone reduce motorist's speeds<sup>5</sup> while installing in-street pedestrian signs in advance of the crosswalk can reduce the mean speed by 4 to 5 MPH while increasing



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yielding compliance<sup>6</sup>. Others, such as the recommended Dynamic Speed Feedback Signs (DSFS), may only be effective for a brief period and should be used with regular speed enforcement.

Studies have found an association between vehicle speed and the likelihood of pedestrian fatality in the event of a crash<sup>7</sup>. Figure 40 shows that this association is not linear but exponential, indicating that motor vehicle speed is a critical factor in pedestrian safety. This plan seeks to proactively prevent pedestrian fatalities and injuries by recommending countermeasures to calm traffic in the three Focus Areas. Based on the observed safety challenges, a recurring theme of the following countermeasures is to reduce adverse pedestrian and motor vehicle conflicts by focusing on speed limit compliance.

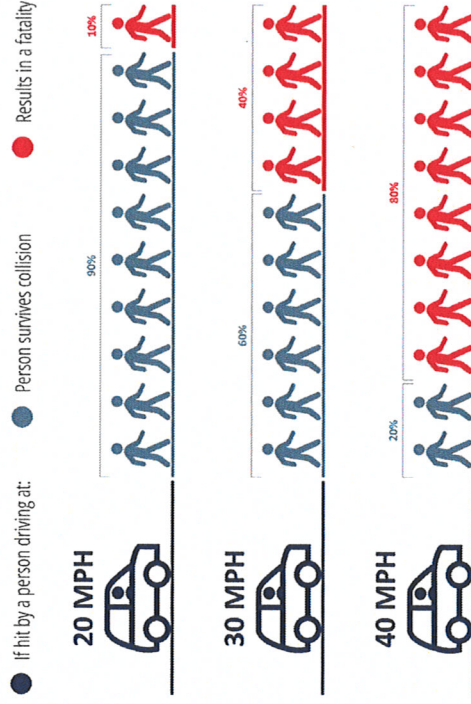


Figure 40: Likelihood of pedestrian fatality by vehicle speed - adapted from San Francisco MTA Vision Zero Action Plan, February 2015

<sup>6</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."

<sup>7</sup> Pasanen, "Driving Speeds and Pedestrian Safety: A Mathematical Model."

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## FOCUS AREA 1 – MAIN AVENUE

This section details the recommended countermeasure plan for Focus Area 1 by discussing the Main Avenue and N. Broadway Street corridors individually. Main Avenue corridor countermeasure goals are to improve compliance with the 25 MPH speed limit, enhance ADA Accessibility, and ensure roadway signs are compliant with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD). The MUTCD details the standards by which traffic control devices, including road markings, roadway signs, and traffic signals, are designed and used.



Figure 41: Focus Area 1, Main Ave.



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Some countermeasures are recommended for the entirety of the Focus Area. Corridor-wide countermeasures include repainting the center line and edge line striping. In conjunction with the repainting, the driving lanes will be narrowed with 6-inch wide striping creating driving lanes 10-feet wide on Main Avenue and Broadway instead of the existing 11.5-foot width. The available asphalt roadway remains the same, but the narrowed driving lane serves as a traffic calming feature to aid with speed limit compliance. Studies have found a relationship between lane width and vehicle moving speeds. As shown in Figure 42, narrower lanes tend to reduce vehicle speeds at a rate of 3 MPH for every foot of reduction in driving lane width. The details of the narrowed driving lanes are discussed for each section of the study corridor.

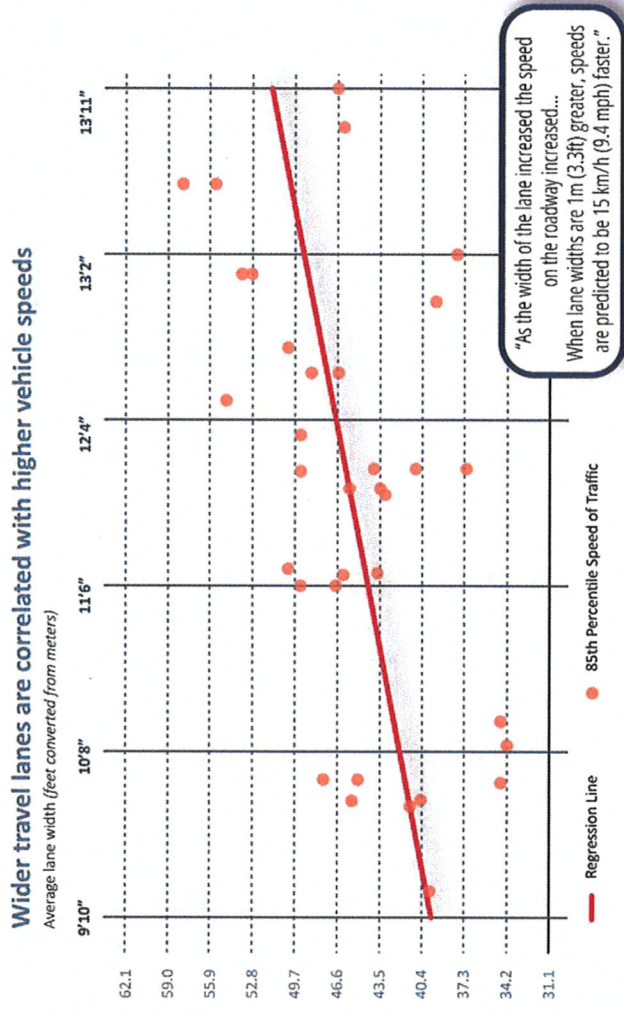


Figure 42: Average lane width by 85th percentile speed - Source: [https://nacto.org/wp-content/themes/sink\\_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/wider-travel-lanes-graph.png](https://nacto.org/wp-content/themes/sink_nacto/views/design-guides/retrofit/urban-street-design-guide/images/lane-width/wider-travel-lanes-graph.png)

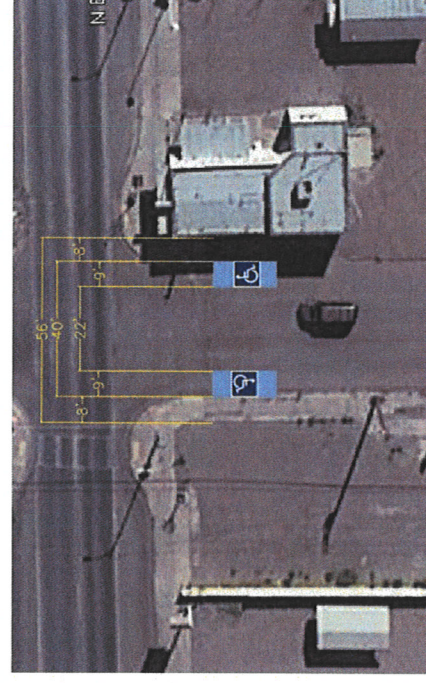
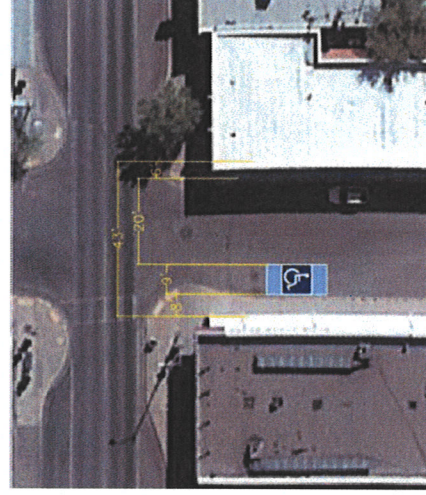


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ADA standards apply to pedestrian facilities. These standards state that public facilities are for everyone's use, including people with disabilities. ADA guidelines for sidewalks require a minimum width of 36-inches; a firm, stable, and slip-resistant surface; free of trip hazards such as broken or lifted sidewalks; a minimum slope of 1:20; and curb ramps. The images on the right are from Downtown T or C, and they show, from left to right, a lifted portion of the concrete, a narrow and unlevel path, and a sidewalk covered in erosion. All these hazards can pose safety challenges for pedestrians, especially pedestrians with disabilities. This safety plan recommends developing a regular maintenance schedule to keep the accessible paths in Downtown T or C usable.



Another accessibility concern in Downtown T or C is the lack of accessible parking spaces. Most public parking in Focus Area 1 is on-street, parallel parking. The US Access Board Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG) outline the minimum required number of accessible parking spaces as a portion of the total number of marked or metered parking spaces on a given block<sup>8</sup>. This plan recommends following the PROWAG guidelines to implement accessible parking spaces throughout Focus Area 1.

<sup>8</sup> "U.S. Access Board - Chapter R2."



## Existing

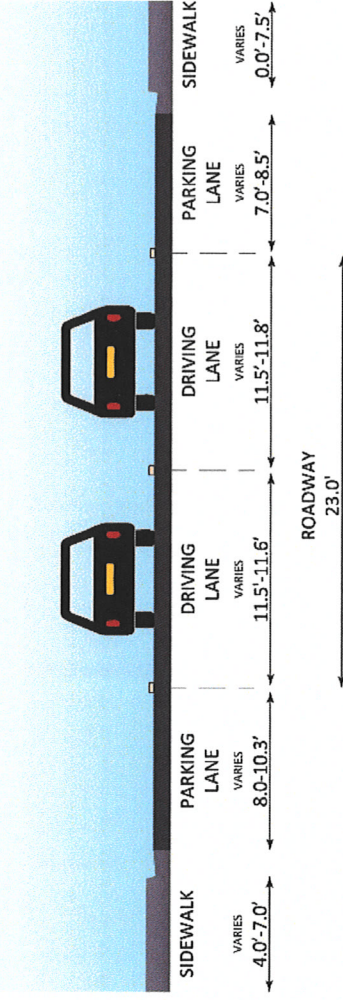


Figure 43: Existing typical section, Main Ave.

## Recommended

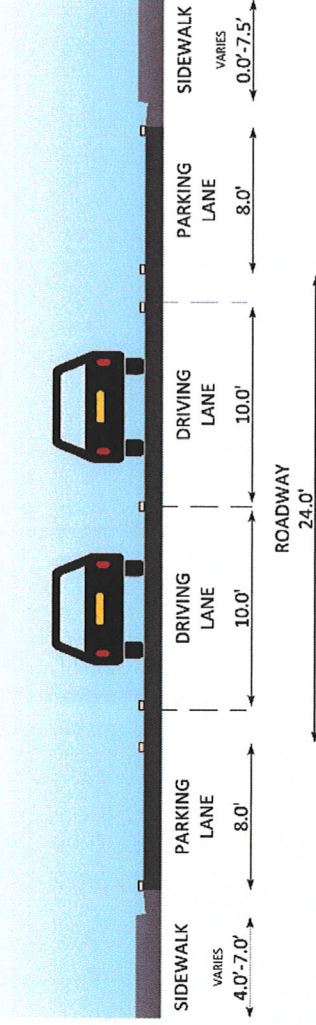


Figure 44: Recommended typical section, Main Ave.

The first countermeasure to improve speed limit compliance in this section is to narrow the driving lane width. Main Avenue's existing traveled-way cross-section is 23-feet wide with two 11.5-foot driving lanes for vehicles traveling in either direction. Figure 43: Existing typical section, Main Ave. Figure 43 shows the existing roadway configuration on Main Avenue.

The project team recommends narrowing the lanes to 10-feet, as shown in Figure 44. This is a Tier 1 strategy that uses centerline and edge line striping to narrow the driving lanes but does not impact the available asphalt of the driving lanes needed by larger vehicles to travel safely on I-25 Business Loop 11.



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- Main Avenue Crosswalks
- Main Avenue
- T or C Roadways



Figure 46: Crosswalk locations, Main Ave.

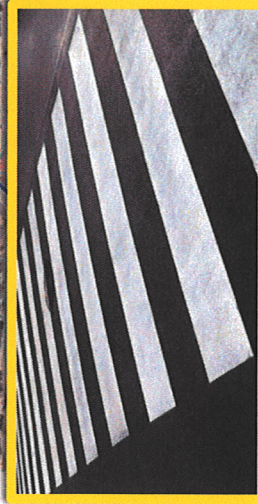


Figure 47: Freshly striped continental crosswalk.

Figure 45: Existing conditions of crosswalk markings, Main Ave.

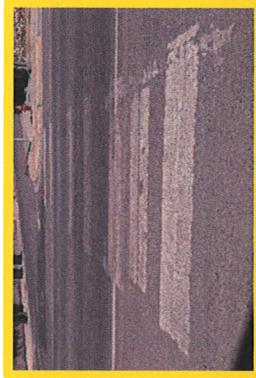


Figure 48: R1-6 Pedestrian gateway treatment

Pedestrian activity is higher in Focus Area 1 due to the public-facing businesses throughout the Hot Springs Bathhouse and Commercial Historic District of T or C. The safety plan recommends refreshing the striping of the marked continental crosswalks, as seen in Figure 47, in this section as a Tier 1 countermeasure. Figure 45 is an example of the condition of the existing crosswalk markings. Figure 48 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>9</sup>.

<sup>9</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings", Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."






 Poplar Street  
 Main Avenue  
 T or C Roadways



Figure 50: Conflict Intersection, Main Ave. and Poplar St.

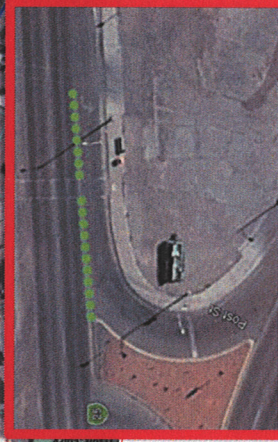


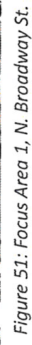
Figure 49: Recommend bollard installation.

The City of T or C identified Poplar Street and Main Avenue as a conflict intersection. Southbound motorists on Poplar Street desiring to travel east on N. Broadway Street regularly cut through the private property on the northeast corner of the intersection. By doing so, motorists access the Post Street turn just before Main Avenue merges with N. Broadway Street. This maneuver is a safety concern because pedestrian traffic regularly uses this area to access Bullocks supermarket on the corner of N. Broadway and Post Streets. The safety plan recommends installing bollards on the left turn lane providing access to N. Broadway Street from Main Avenue to discourage the unsafe vehicular maneuver.



**FOCUS AREA 1 – N. BROADWAY STREET**

Similar to Main Avenue, N. Broadway Street corridor countermeasure goals are to improve compliance with the 25 MPH speed limit, enhance ADA Accessibility, and ensure roadway signs are MUTCD compliant.





## Existing

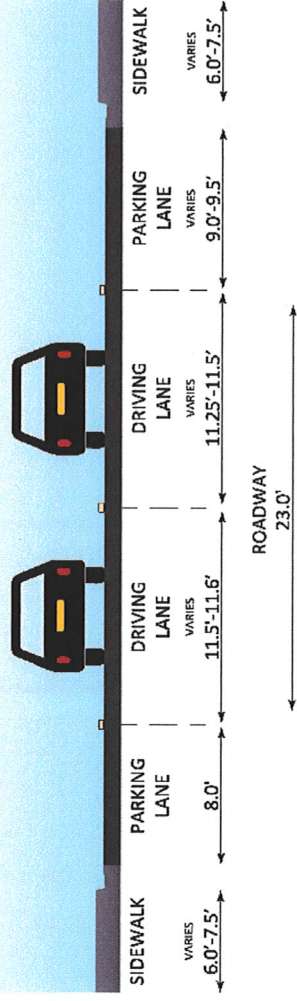


Figure 52: Existing typical section, N. Broadway St.

Similar to the recommendations for Main Avenue, this plan recommends narrowing the driving lane width on N. Broadway Street. Figure 52 shows the NMDOT right-of-way with the existing roadway configuration on N. Broadway Street. The current traveled way cross-section is 23-feet wide with two 11.5-foot driving lanes for vehicles traveling in either direction.

## Recommended

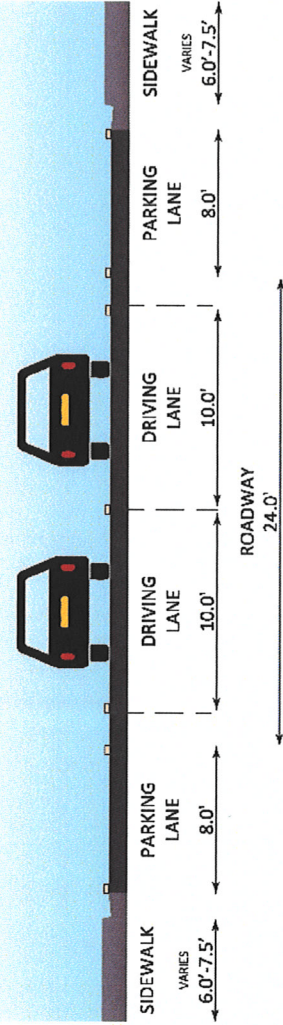


Figure 53: Recommended Typical section, N. Broadway St.

The project team recommends narrowing the lanes to 10-feet, as shown in Figure 53. This is a Tier 1 strategy that uses centerline and edge line striping to narrow the lanes without impacting the available asphalt of the driving lanes needed by larger vehicles to navigate I-25 Business Loop 11 safely.





Figure 54: Existing pedestrian warning signs, N. Broadway St.

Existing

Warning signs alert roadway travelers to unusual or unexpected conditions. As shown in Figure 54, Focus Area 1 contains signs alerting drivers to expect and accommodate pedestrians crossing the street. The existing signs, W11a-2, have a pedestrian symbol and crosswalk lines. This sign is no longer in the MUTCD.



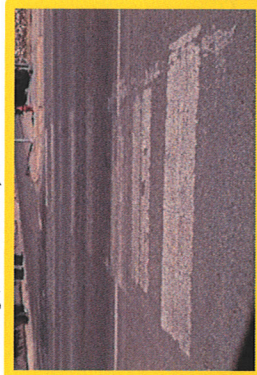
Figure 55: Recommended pedestrian warning signs, N. Broadway St.

Recommended

A Tier 1 recommendation is to replace the pedestrian crossing signs with the latest version of the sign without crosswalk striping. The MUTCD is occasionally updated to accommodate changes in transportation needs, new technologies, and traffic management strategies. The correct sign to use is W11-2. Also, no pedestrian warning signs are installed at the crosswalk at Broadway and Mims Streets. This countermeasure ensures continuity and consistency of the message to expect pedestrian traffic.



Figure 56: Existing conditions of crosswalk markings, N. Broadway St.



- Broadway Street Crosswalks
- Broadway Street
- T or C Roadways



Figure 57: Freshly striped continental crosswalk.



Figure 58: R1-6 Pedestrian gateway treatment

Pedestrian activity is at its highest on N. Broadway Street in Focus Area 1. As such, this safety plan recommends refreshing the striping of the marked crosswalks, as shown Figure 57, in this section as a Tier 1 countermeasure. Figure 56 shows an example of the condition of the existing crosswalk markings. The image on the bottom right shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>10</sup>.

<sup>10</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings", Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."



The project team identified two other conflict intersections in Focus Area 1. The first is at Broadway and S. Foch Streets at the northern approach to Broadway from S. Pershing Street. The challenge at these intersections is that they are not aligned. This vehicular maneuver is not prohibited but poses a safety challenge because the maneuver requires motorists to travel against one-way traffic flow, albeit briefly, when crossing Broadway.

- S. Foch Street
- S. Pershing Street
- Broadway Street
- T or C Roadways

Figure 59: Vehicles traveling against traffic flow, N. Broadway St.

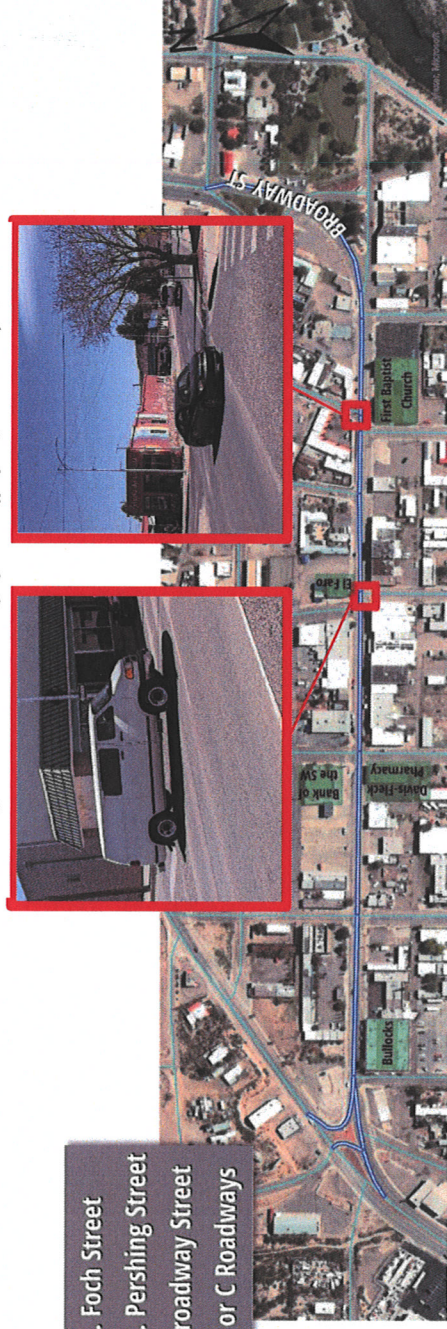


Figure 60: Conflict intersections on N. Broadway St. at S. Foch St. and S. Pershing St.

To proactively prevent crashes at these intersections, this plan recommends implementing a diverter median on the northbound approach of S. Foch Street at N. Broadway Street. Also, at the southbound approach on S. Pershing Street at N. Broadway Street, construct a traffic diverter that does not allow motorists to make the illegal maneuver to continue south on S. Pershing Street. These countermeasures will prohibit these unsafe movements and enhance the pedestrian experience by shortening the distance when crossing the street from east to west and vice versa.

- S. Foch Street
- S. Pershing Street
- Broadway Street
- T or C Roadways

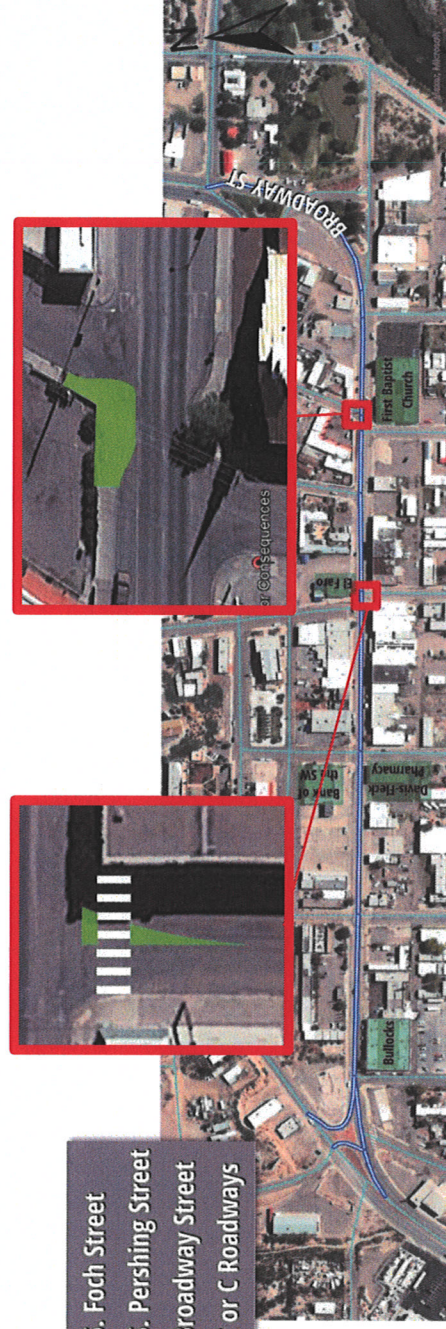
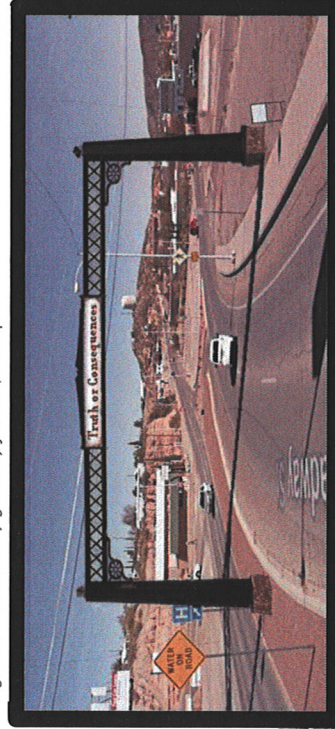


Figure 61: Recommended countermeasures at conflict intersections, N. Broadway St.



Figure 62: Community gateway feature, example



- Community Gateways
- Main Avenue
- Broadway Street
- T or C Roadways

The final recommended countermeasure to aid in compliance with a 25 MPH speed limit is constructing a community gateway feature. A gateway feature enhances the aesthetics of the roadway, communicates the values and identity of the community, and reinforces that the roadway environment has changed. The gateway feature is recommended as an initiative for the community to pursue.



Figure 63: Potential community gateway sites.



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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Figure 64: Existing conditions of pedestrian infrastructure in downtown T or C on city owned streets.

Several community initiatives emerged in Focus Area 1. First, the recommended safety countermeasures apply to Main Avenue and N. Broadway Street, facilities maintained by NMDOT. However, pedestrian facilities, like that shown in Figure 64 on S. Pershing, Jones, Foch, Sims, McAdoo, Daniels, and Clancy Streets are overlooked regarding maintenance. Where sidewalks exist, they pose a safety challenge for any pedestrian, are not comfortable to use, and do not adhere to ADA standards. This plan recommends pedestrian facility maintenance and improvements to enhance safety throughout Downtown T or C.

This plan also recommends regular speed enforcement on Main Avenue and N. Broadway Street to ensure speed limit compliance since this area is heavily trafficked by pedestrians.

Another community initiative, to improve multimodal accessibility, is to advertise availability of The Shuttle. The Shuttle can aid with reducing congestion in Focus Area 1, improve mobility for locals and visitors, and improve the equity of T or C's transportation system. Part of this effort could include installing transit shelters at the stops in the N. Broadway Street corridor. Figure 66 shows an example of a transit shelter that may be considered.



Figure 65: Logo for The Shuttle, Sierra county's public transit.

The final community initiative for Focus Area 1 is to pursue a roadway exchange and transfer ownership from NMDOT to the City of T or C. Doing so would allow the community to directly pursue certain changes to how the roadway is used, e.g., on street parking, traffic control device applications, and the ability to implement a road diet allowing room for bicycle facilities and enhanced pedestrian facilities.



Figure 66: Transit shelter, example.



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## FOCUS AREA 2 – SMITH AVENUE

The countermeasure goals on Smith Avenue are to improve speed limit compliance, enhance pedestrian accessibility and safety, and ensure roadway signs are MUTCD compliant.



Figure 67: Focus Area 2, Smith Ave.



## Existing

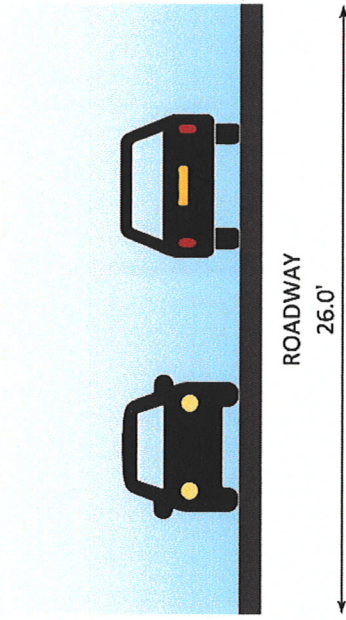


Figure 68: Existing typical section, Smith Ave.

## Recommended

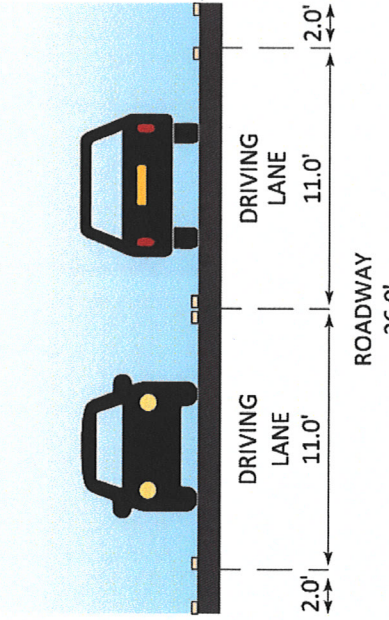


Figure 69: Recommended typical section, Smith Ave.

The existing asphalt roadway on Smith Avenue in Focus Area 2 is 26-feet wide with no lane markings. Figure 68 shows a typical cross-section of this segment.

The recommended countermeasure is to add centerline and edge line striping marking 11-foot lanes, as shown in Figure 69. This Tier 1 strategy uses 6-inch centerline and edge line striping to call attention to the narrow driving lanes without impacting the available asphalt.



The purpose of regulatory signs is to notify roadway users about pertinent traffic laws and regulations. The existing regulatory speed limit and warning signs in Smith Avenue are shown in Figure 70. In this section, the speed limit is reduced to 15 MPH from 25 MPH for eastbound motorists. The speed reduction is to provide safe driving speeds around T or C Elementary School. The first recommendation is to update the school speed limit assemblies to indicate 15 MPH on a conditional basis and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 71. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) near the school's western entrance for eastbound motorists. Lastly, update the outdated pedestrian warning signs at the crosswalk.



Figure 70: Existing traffic signs, Smith Ave.

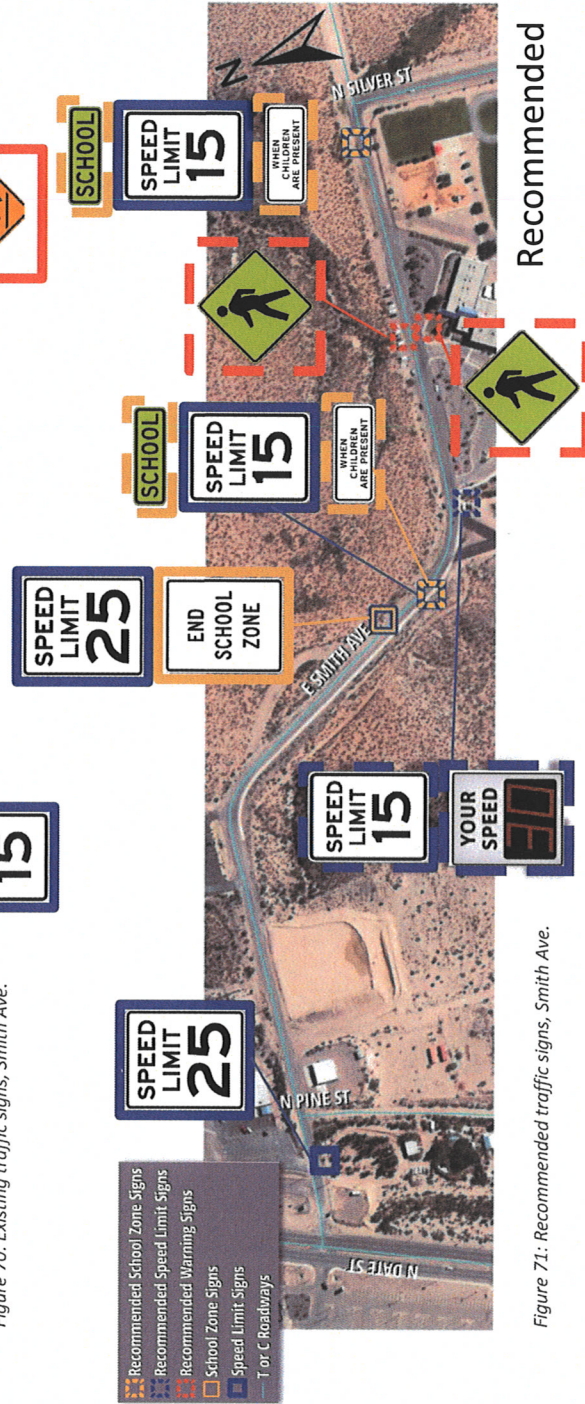


Figure 71: Recommended traffic signs, Smith Ave.



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Figure 72: Existing conditions of crosswalk markings, Smith Ave.



 Crosswalk  
 T or C Roadways

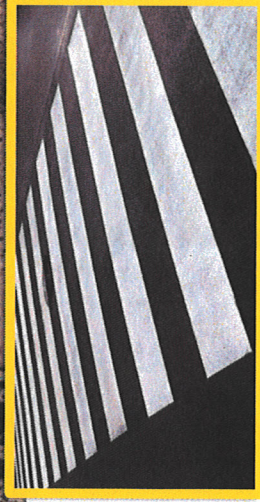


Figure 73: Freshly striped continental crosswalk.



Figure 74: R1-6 Pedestrian gateway treatment.

Pedestrian safety and accessibility are of utmost importance in Focus Area 2 due to the likelihood of children walking through this corridor. The safety plan recommends refreshing the striping of the marked crosswalk as a Tier 1 countermeasure. Figure 72 is an example of the condition of the existing crosswalk marking. Figure 74 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes in each direction of travel. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>11</sup>.

<sup>11</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings", Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."



Figure 75 shows recommended sidewalks in Focus Area 2. This is a Tier 2 countermeasure as it will require multiple funding sources and some design work. The sidewalks would provide additional pedestrian accessibility by filling in the gap from N. Date Street to the existing sidewalk west of T or C Elementary School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.



Figure 75: Recommended sidewalks, Smith Ave.

Figure 76: Detail of recommended sidewalk, southeast corner of N. Date St. and Smith Ave.



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## FOCUS AREA 2 – SILVER STREET

The countermeasure goals on Silver Street are to improve speed limit compliance, enhance pedestrian accessibility and safety, and ensure roadway signs are MUTCD compliant.

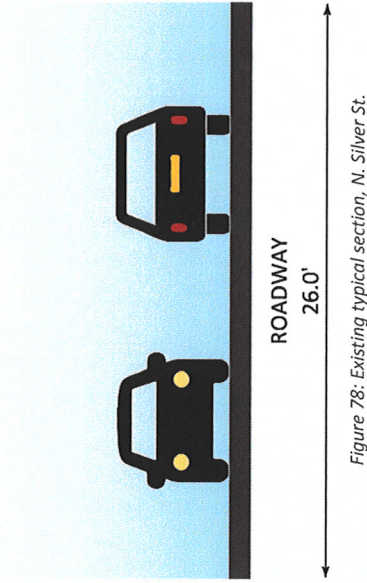


Figure 77: Focus Area 2, N. Silver St.



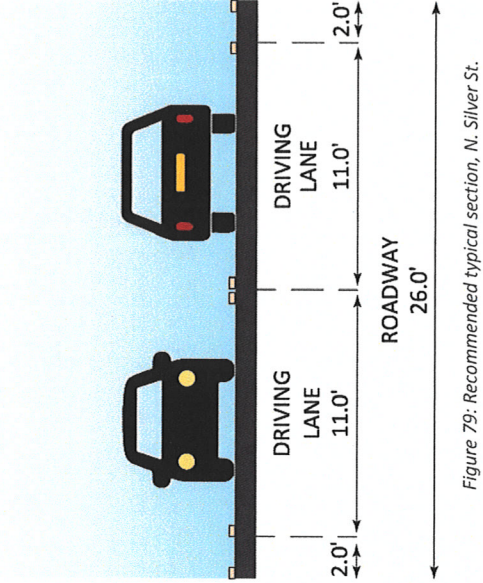
# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

## Existing



The existing asphalt roadway on Silver Street in Focus Area 2 is 26-feet wide with no lane markings. Figure 78 shows a typical cross-section of this segment.

## Recommended



The recommended countermeasure is to add centerline and edge line striping marking 11-foot lanes, as shown in Figure 79. This Tier 1 strategy uses 6-inch centerline and edge line striping to call attention to the narrow drive lanes without impacting the available asphalt.



The existing regulatory speed limit and warning signs on Silver and N. Silver Streets are shown in Figure 81. In this section, the speed limit is reduced to 15 MPH from 25 MPH for northbound motorists approaching T or C Elementary. This plan recommends Tier 1 countermeasures similar to the Smith Avenue corridor. The first recommendation is to update the school speed limit assemblies to indicate 15 MPH on a conditional basis and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 80. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) approximately 250 feet in advance of N. Silver Street for northbound motorists. Lastly, replace the outdated "Slow School Zone" signs with school speed limit assemblies indicating a 15 MPH speed and appropriate conditional plaques.

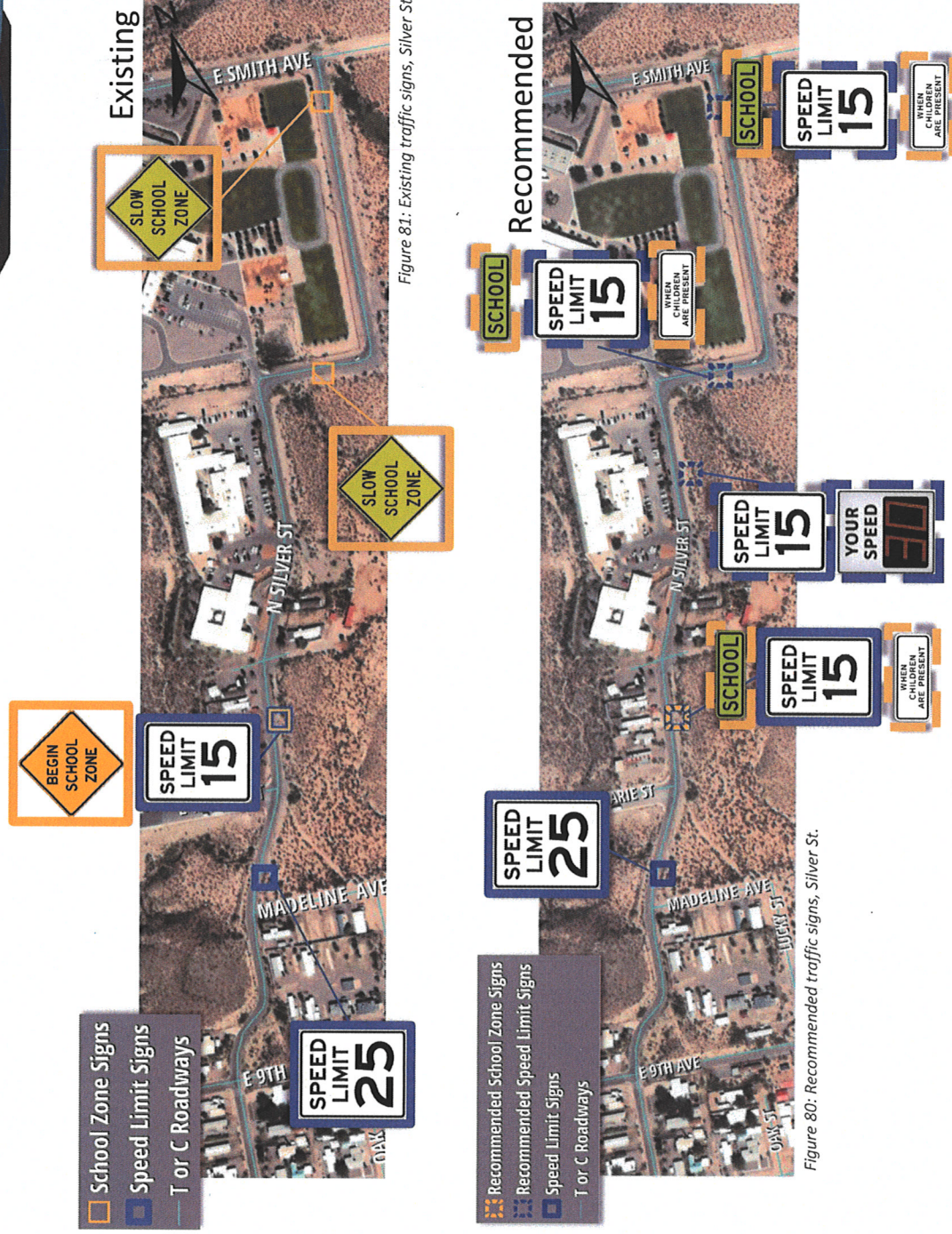
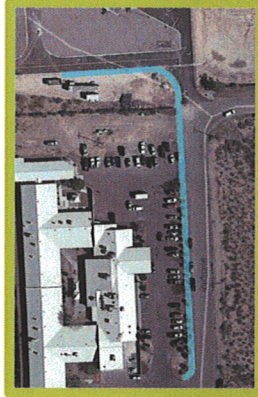


Figure 81: Existing traffic signs, Silver St.

Figure 80: Recommended traffic signs, Silver St.



Figure 82: Detail of recommended sidewalk at northwest corner of Silver St. and Smith Ave.



— Tier 2 - ADA Walkways  
— T or C Roadways



Figure 83: Recommended Tier 2 sidewalks, Silver St.

— Tier 2 - ADA Walkways  
— T or C Roadways



Figure 84: Recommended sidewalks on T or C Elementary School property.

Figure 83 shows recommended sidewalks on the west side of Silver Street in Focus Area 2. This Tier 2 countermeasure would provide pedestrian accessibility from the residences south of E. 9<sup>th</sup> Street to the hospital and T or C Elementary School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.

This plan recommends constructing sidewalks on the school's property to ensure pedestrian safety by providing connectivity from the recommended sidewalk on Silver Street. This sidewalk will allow children to access the school from the south side of campus instead of walking along Silver Street, around the sporting fields.



Figure 85: Detail of recommended sidewalk at north east corner of Silver St. and Smith Ave.



Figure 86: Recommended Tier 3 sidewalks, Silver St.

The final countermeasure in Focus Area 2 is to construct sidewalks on the east side of Silver Street from E. 9<sup>th</sup> Street to Smith Avenue and around the sporting fields at T or C Elementary School.



## TRUTH OR CONSEQUENCES, NM

### MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

LEE ENGINEERING

#### FOCUS AREA 3 – NEW SCHOOL ROAD

The countermeasure goals on New School Road are to achieve motor vehicle speed compliance, enhance pedestrian safety and accessibility, and ensure signs and pavement markings are uniform and MUTCD compliant.



Figure 87: Focus Area 3, New School Rd.



## Existing

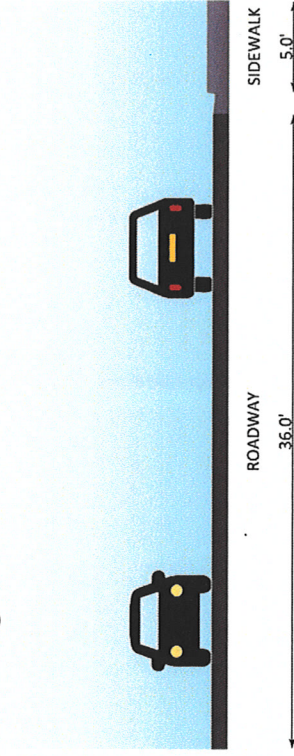


Figure 88: Existing typical section, New School Rd.

The existing asphalt roadway is 36-feet wide with lane markings for left turns at N. Date Street, the eastern parking lot driveway of Hot Springs High School, and the western parking lot driveway of T or C Middle School. Figure 88 shows a typical cross-section of this road segment.

## Recommended

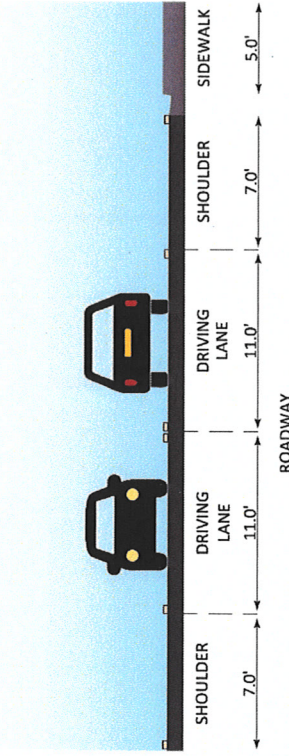


Figure 89: Recommended typical section, New School Rd.

As in previous sections, the initial recommended countermeasure is to narrow the driving lanes to a width of 11 feet, as shown in Figure 89. This Tier 1 strategy uses 6-inch centerline and edge line striping to narrow the driving lanes without impacting the available asphalt.





Figure 91: Existing traffic signs, New School Rd.

The existing regulatory speed limit and warning signs on New School Road are shown in Figure 91. In this section, the speed limit is 15 MPH. The first recommendation is to change the speed limit to 25 MPH, update the school speed limit assemblies to indicate 15 MPH on a conditional basis, and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 90. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) as motorists approach the schools from the east. Lastly, update the outdated pedestrian warning signs at the crosswalk.

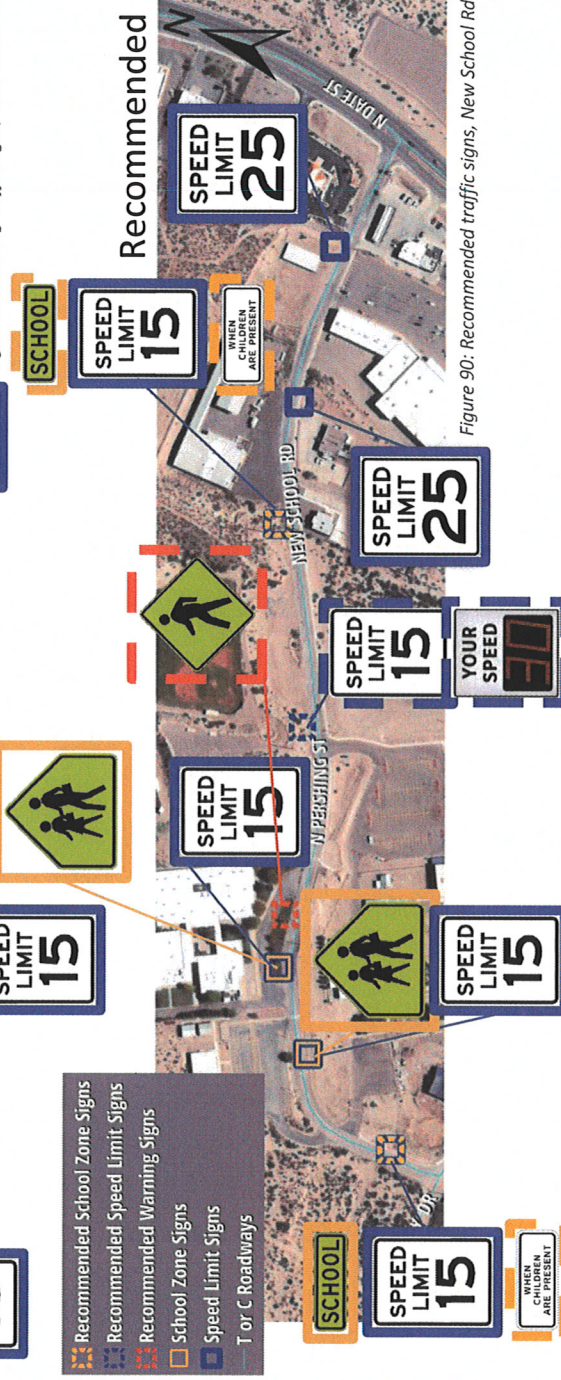


Figure 90: Recommended traffic signs, New School Rd.





The pavement markings indicating left and through movements at T or C Middle School and Hot Springs High School are not compliant with MUTCD standards.

Existing

Figure 92: Existing pavement markings, New School Rd.



This plan recommends removing the existing markings and refreshing the roadway communications with MUTCD compliant striping, as shown in Figure 93. This is a Tier 1 countermeasure.

Recommended

Figure 93: Fresh MUTCD compliant pavement markings.



**Crosswalks**  
T or C Roadways

Figure 94: Existing conditions of crosswalk markings, New School Rd.

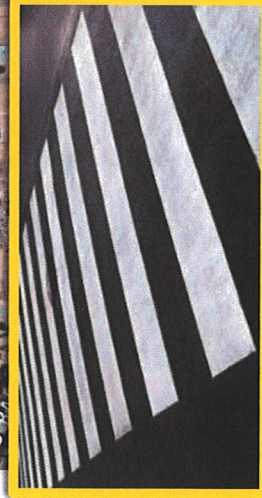
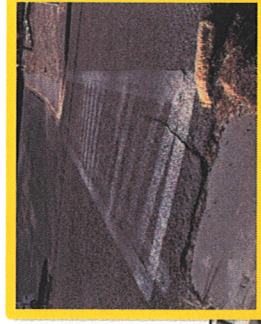


Figure 95: Freshly striped continental crosswalk.



Figure 96: R1-6 Pedestrian gateway treatment.

Like Focus Area 2, pedestrian safety and accessibility are of utmost importance due to the likelihood of children walking through this corridor. This safety plan recommends refreshing the striping of the marked crosswalks as a Tier 1 countermeasure. Figure 94 is an example of the condition of the existing crosswalk marking. Figure 96 shows an in-street pedestrian sign that creates a vertical presence for drivers to alert them to yield for pedestrians. This plan recommends installing in-street pedestrian signs on the centerline and edge lines of the driving lanes in each direction of travel. Studies show that these combined treatments have high compliance rates for yielding/stopping for pedestrians and encouraging reduced motor vehicle speeds<sup>12</sup>.

<sup>12</sup> Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings", Van Houten and Hochmuth, "Evaluation of R1-6 Gateway Treatment Alternatives For Pedestrian Crossings: Follow Up Report."





Figure 97: Recommended Tier 2 sidewalks, New School Rd.

Figure 97 shows recommended sidewalks on New School Road in Focus Area 3. This Tier 2 countermeasure provides pedestrian accessibility and connectivity from the eastern crosswalk to T or C Middle School and from the west crosswalk to the existing sidewalk at Hot Springs High School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic. This plan recommends constructing ADA-compliant sidewalks on Hot Springs High School's property that provide connectivity from the crosswalks to enhance pedestrian safety further, as shown in Figure 98. ADA accessibility is vital in these locations for accessing the crosswalks because Hot Springs High School is lower in elevation than New School Road.



Figure 98: Recommended ADA paths on Hot Springs High School property.



Focus Area 3's final recommended countermeasure is to construct sidewalks throughout the New School Road Corridor. This Tier 3 countermeasure will provide a safe space for pedestrians to move through the corridor without sharing the road with motor vehicles.



Figure 99: Recommended Tier 3 sidewalks, New School Rd.



# TRUTH OR CONSEQUENCES, NIM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## FOCUS AREA 3 – N. PERSHING STREET

The countermeasure goals on N. Pershing Street are to achieve motor vehicle speed compliance, enhance pedestrian safety and accessibility, and ensure signs are uniform and MUTCD compliant.



Figure 100: Focus Area 3, N. Pershing St.



## Existing

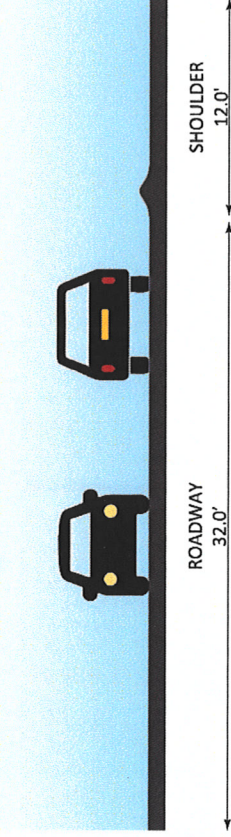


Figure 101: Existing typical section, N. Pershing St.

As shown in Figure 101, the paved asphalt is 32-feet wide without lane markings and a 12-foot wide pedestrian walkway of the east side of the street. Between Barton and Marie Streets, the roadway is 44-feet wide.

## Recommended

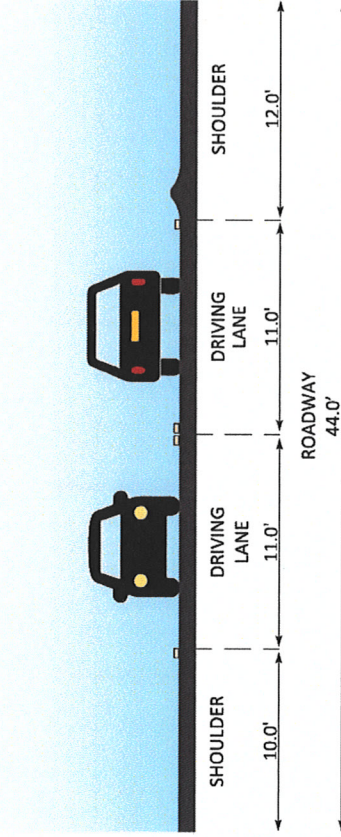
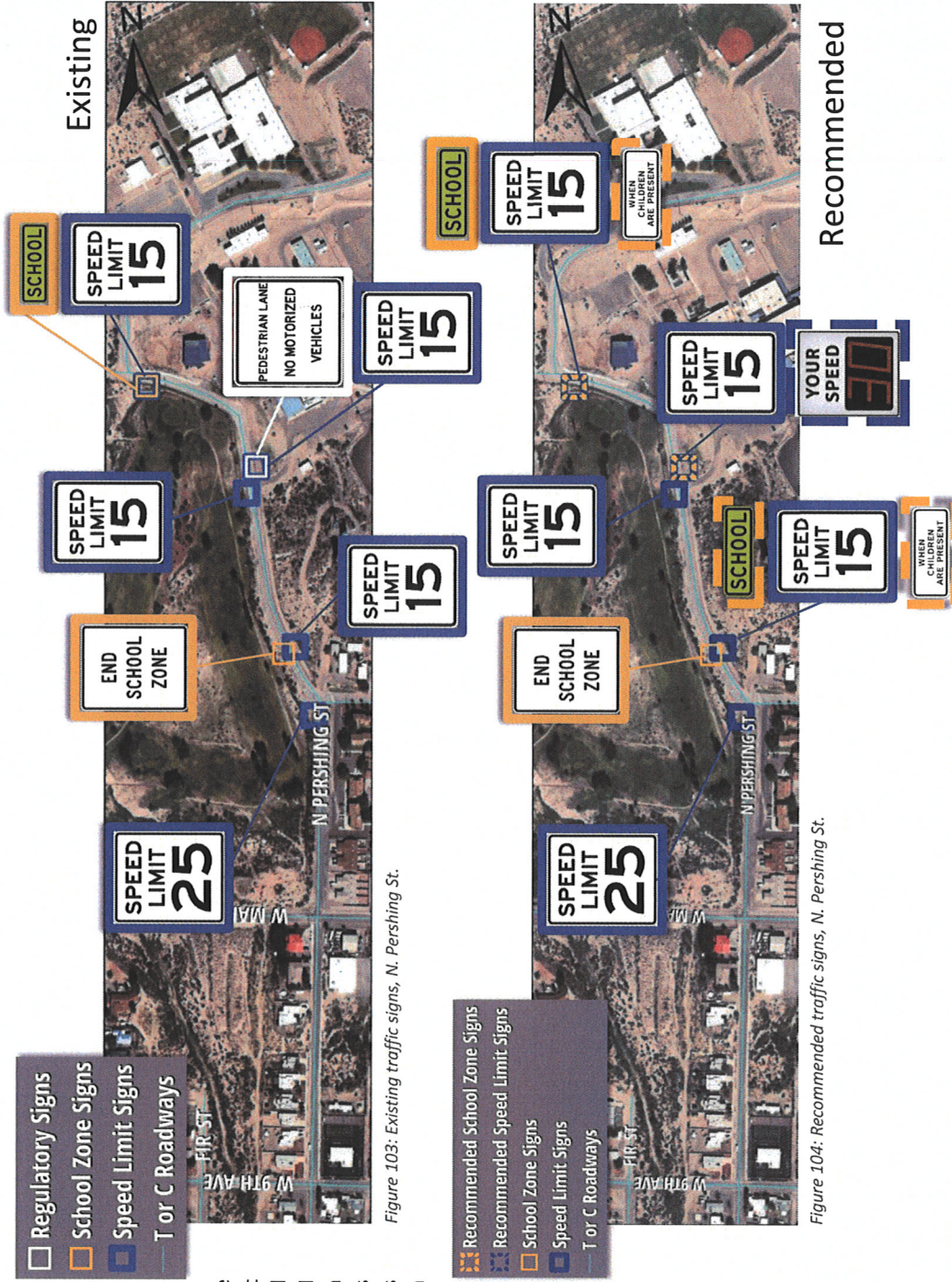


Figure 102: Recommended Typical section, N. Pershing St.

As with the other streets, this plan recommends narrowing the driving lanes to a width of 11-feet, as shown in Figure 102. This Tier 1 strategy uses 6-inch centerline and edge line striping to narrow the driving lanes without impacting the available asphalt.





The existing regulatory speed limit and warning signs on N. Pershing Street are shown in Figure 103. In this section, the speed limit is 15 MPH. The first recommendation is to change the speed limit to 25 MPH, update the school speed limit assemblies to indicate 15 MPH on a conditional basis, and install plaques indicating that the 15 MPH speed limit is during specific hours or when children are present, as shown in Figure 104. Additionally, install another 15 MPH speed limit sign augmented with a Dynamic Speed Feedback Sign (DSFS) as motorists approach the Hot Springs High School from the south.



Tier 2 - ADA Walkways  
T or C Roadways

Figure 105 shows recommended sidewalks on the east side of N. Pershing Street in Focus Area 3. This Tier 2 countermeasure provides pedestrian accessibility from the residences south of Marie Street to T or C Middle School and Hot Springs High School. This countermeasure will also enhance pedestrian safety by providing a space to walk that is safely out of the way of vehicular traffic.



Figure 105: Recommended Tier 2 sidewalks, N. Pershing St.



Figure 106: Detail of recommended sidewalk at northeast corner of N. Pershing St. and New School Rd.

# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## PLAN TO MEASURE PROGRESS/SUCCESS

The purpose of the safety countermeasures presented in the T or C Transportation Safety Plan is to address and mitigate the high rate of pedestrian and vehicular fatalities and injuries on New Mexico public roads. On a statewide scale, NMDOT is required to set annual targets for five performance measures:

- Number of Total Fatalities
- Number of Serious Injuries
- Fatalities per 100 million vehicle miles traveled (VMT) or fatality rate
- Serious Injuries per 100 million VMT or serious injury rate
- Number of Non-motorized Fatalities and Serious Injuries

The intent of the T or C Transportation Safety Plan is to help the State of New Mexico meet these safety targets by reducing the following: number of total fatalities, number of serious injuries, fatalities per 100 VMT traveled, serious injuries per 100 million VMT, and the number of non-motorized fatalities and serious injuries on all public roads in New Mexico. The recommended safety countermeasures in T or C are designed to enhance transportation safety by calming traffic, improving pedestrian accessibility, and reducing roadway congestion by increasing awareness of dedicated parking areas. Ensuring vehicle speed limit compliance can reduce the likelihood of a crash and, most importantly, the possibility of a crash resulting in a fatality or serious injury. Moreover, the recommended countermeasures create a safer environment for pedestrians and bicyclists. To measure the progress of transportation safety at the local level, the project team recommends comparing the baseline traffic and crash data collected in this plan to traffic and crash data corresponding to the completion of recommended countermeasures.



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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## CONCLUSION

Table 11: Summary of countermeasures and trade-offs

Countermeasure	Tier	Focus Area 1			Focus Area 2			Focus Area 3		Challenges Addressed				Opinion of Probable Cost*	Considerations and Trade-offs
		Main Ave.	N. Broadway St.	Smith Ave.	Silver St.	New School Rd.	N. Pershing St.			Speed Limit Compliance	Multimodal Safety	Multimodal Accessibility	Traffic Control Device Compliance	ADA Compliance	
Narrow Driving Lanes	1	X	X							X	X				\$18,000/mile Encourages traffic calming, does not remove available asphalt for larger vehicles
Accessible Parking	2	X	X											X	\$500/space Coordination between NMDOT and City is necessary since spaces are recommended on city-owned corridors, potential right of way constraints
Sidewalk Maintenance	1	X	X								X	X		X	\$500/sq. ft. Continuous until a permanent solution is found.
Refresh Pavement Markings and Lane Striping	1	X	X							X	X		X		Enhances visibility of pavement markings, will need future maintenance
Stripe Center Lines and Edge Lines	1		X	X	X	X	X			X	X				May only be marginally effective in achieving traffic calming
Pavement Markings	1					X							X		Communicates roadway messages, maintains uniform messaging of traffic control devices
Update Signs	1		X	X	X	X	X			X	X		X		Communicates roadway messages, maintains uniform messaging of traffic control devices
Dynamic Speed Feedback Signs	2			X	X	X	X			X	X				Will require power and maintenance, may only be effective for a short period after installation
ADA Accessible Sidewalks	2, 3			X	X	X	X				X	X		X	Some recommendations are subject to school approval, potential right-of-way constraints
R1-6 Gateway Treatments	1	X	X	X		X				X	X				May need regular replacement if vehicles damage their structural integrity
Flexible Bollards	2	X									X				May require excessive maintenance from being hit by vehicles, temporary solution to address access to Downtown from Poplar Street
Traffic Diverters	3		X								X				May be an annoyance to roadway users

\*Costs may vary if incorporated into planned roadway improvements or utility work.



# TRUTH OR CONSEQUENCES, NM MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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Table 12: Summary of community initiatives and trade-offs

Community Initiatives	Focus Area 1			Focus Area 2		Focus Area 3			Challenges Addressed				ADA Compliance	Considerations and Trade-offs
	Main Ave.	N. Broadway St.	Smith Ave.	Silver St.	New School Rd.	N. Pershing St.	Speed Limit Compliance	Multimodal Safety	Multimodal Accessibility	Traffic Control Device Compliance				
The Shuttle		X						X	X					Coordination may be necessary, may need additional funding for additional service and transit facilities
Roadway Exchange	X	X												Coordination between City and NMDOT, Business Loop requirements, City will be responsible for maintenance and upkeep
Speed Enforcement	X	X	X	X	X	X	X	X						Coordination with law enforcement is necessary.
Pedestrian Facility Maintenance and Improvements	X	X						X	X			X		May be costly and take time, can enhance the appeal of Downtown T or C, requires regular maintenance and upkeep
Community Gateway Features	X	X					X							Should not impact visibility, will need to accommodate larger vehicles, must comply with NMDOT guidelines



# TRUTH OR CONSEQUENCES, NM

## MULTIMODAL TRANSPORTATION SAFETY PLAN 2021

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### NEXT STEPS

This Transportation Safety Plan serves as the foundation for the T or C Focus Areas and is intended to assist the community with addressing transportation safety issues, as well as pursue funding opportunities. Potential funding programs for the recommended safety countermeasures are described below:

- Highway Safety Improvement Program (HSIP) – HSIP is a Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land.
- Transportation Alternatives Program (TAP) - This federal program provides funding for bicycle and pedestrian infrastructure and activities. Safe Routes to School (SRTS) is eligible under TAP.
- Recreational Trails Program (RTP) – This federal program provides funding to develop and maintain recreational trails and trail-related facilities for both non-motorized and motorized uses.
- Congestion Mitigation and Air Quality (CMAQ) Improvement Program - This federal aid program provides funding for projects that aim to improve air quality and reduce congestion.
- Local Government Road Fund (LGRF) – This state funding program is available to New Mexico Tribal and Local Governments for project development, construction, reconstruction, improvement, maintenance or repair of public highways, streets and public school parking lots, acquisition of right-of-way, and in place material for construction or improvement.
- Capital Outlay - This New Mexico legislative initiative is a state funding program that supports projects to build, improve, or equip physical property that the public will use.
- Transportation Project Fund (TPF) – This state funding program supports planning, design, construction, and maintenance of transportation infrastructure on publicly owned facilities specifically non-State-owned and tribal land facilities.
- Community Development Block Grant Programs (CDBG) – The federal funding source supports activities that may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.
- Federal Transit Administration (FTA) - Federal funding through the FTA supports projects for rail and bus transit and other transit projects and facilities that utilize highway systems.
- Great Blocks on MainStreet - Great Blocks assists rural New Mexico communities to compete for and secure financing for public placemaking, wayfinding, lighting/signage, gateway features, and street/pedestrian enhancements.





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.7

**SUBJECT:** Publication of Ordinance No. 720 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 7-201 (G) of the Code pertaining to Lodgers Tax Exemptions.

**DEPARTMENT:** City Manager

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** City Manager Swingle

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

**Summary/Background:**

This purpose of the amendment to Section 7-201 of the City of Truth or Consequences Municipal Code of Ordinances is to remove Section (G) which states: ~~if the taxable premises does not have at least three rooms or three other units of accommodation for lodging.~~

**Recommendation:**

Publication of Ordinance No. 720.

**Attachments:**

- Redline proposed Ordinance No. 720
- Proposed Ordinance No. 720

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

**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. . Ordinance No. 720

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 10-13-2021

## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 720

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 7-201 (G) OF THE CODE PERTAINING TO LODGERS TAX EXEMPTIONS

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

*Section 1.* That **SECTION 7-201** of the Code of Ordinances of the City of Truth or  
Consequences, be amended so that such section shall read as follows:

The occupancy tax shall not apply:

- A. if a vendee:
  - (1) has been a permanent resident of the taxable premises for a period of at least 30 consecutive days; or
  - (2) enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least 30 consecutive days;
- B. if the rent paid by the vendee is less than \$2.00 a day;
- C. to lodging accommodations at institutions of the federal government, the state or any political subdivision thereof;
- D. to lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer camps operated by such institutions;
- E. to clinics, hospitals or other medical facilities;
- F. to privately-owned and operated convalescent homes, or homes for the aged, infirm, indigent or chronically ill; or
- ~~G. if the taxable premises does not have at least three rooms or three other units of accommodation for lodging.~~

*Section 2.* All other provisions of 7-201 [specifically 7-201 (a) – (f)] not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.



*Section 3.* Effective date. The provisions of this Amended Ordinance shall become effective five (5) days upon the publishing of its adoption.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 17<sup>th</sup> day of November, 2021.**

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**Sandra Whitehead – Mayor**

**ATTEST:**

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**Angela A. Torres – City Clerk**

the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion, from 1.1 billion in 1980 to 2.3 billion in 1999. The number of children under 15 years of age in the world is projected to increase to 2.8 billion by 2015, with the largest increases occurring in the developing world (United Nations 1999). The number of children under 15 years of age in the United Kingdom is projected to increase from 6.5 million in 1995 to 7.5 million in 2015 (Office of National Statistics 1999).

There is a growing awareness of the need to address the health and social care needs of children and young people. The World Health Organization (WHO) has identified children and young people as a priority group for health and social care. The WHO has developed a number of initiatives to address the health and social care needs of children and young people, including the World Health Report 1994, *Children and Adolescents: Improving Health and Well-being*, and the World Health Report 1999, *Children and Adolescents: Improving Health and Well-being*. The WHO has also developed a number of guidelines for the health and social care of children and young people, including the *WHO Guidelines for the Health and Social Care of Children and Adolescents* (WHO 1999).

The United Kingdom has also developed a number of initiatives to address the health and social care needs of children and young people. The Department of Health has developed a number of initiatives, including the *Children's Health and Social Care Strategy* (Department of Health 1999) and the *Children's Health and Social Care Strategy: A Framework for Action* (Department of Health 1999). The Department of Health has also developed a number of guidelines for the health and social care of children and young people, including the *Children's Health and Social Care Guidelines* (Department of Health 1999).

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## **CITY OF TRUTH OR CONSEQUENCES**

### **ORDINANCE 720**

#### **AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 7-201 (G) OF THE CODE PERTAINING TO LODGERS TAX EXEMPTIONS**

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

*Section 1.* That **SECTION 7-201** of the Code of Ordinances of the City of Truth or Consequences, be amended so that such section shall read as follows:

The occupancy tax shall not apply:

- A. if a vendee:
  - (1) has been a permanent resident of the taxable premises for a period of at least 30 consecutive days; or
  - (2) enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least 30 consecutive days;
- B. if the rent paid by the vendee is less than \$2.00 a day;
- C. to lodging accommodations at institutions of the federal government, the state or any political subdivision thereof;
- D. to lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer camps operated by such institutions;
- E. to clinics, hospitals or other medical facilities;
- F. to privately-owned and operated convalescent homes, or homes for the aged, infirm, indigent or chronically ill; or

*Section 2.* All other provisions of 7-201 [specifically 7-201 (a) – (f)] not specifically amended by this ordinance, shall remain unchanged and in full force and effect as written.

*Section 3.* Effective date. The provisions of this Amended Ordinance shall become effective five (5) days upon the publishing of its adoption.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 17<sup>th</sup> day of November, 2021.**

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**Sandra Whitehead – Mayor**

**ATTEST:**

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**Angela A.Torres – City Clerk**





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: G.8

**SUBJECT:** Publication of Ordinance No. 721 pertaining to the regulation of possession, cultivation, and consumption of recreational and medical cannabis in the City of Truth or Consequences.

**DEPARTMENT:** City Manager

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** City Manager Swingle

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

**Summary/Background:**

The purpose of this proposed Ordinance is to provide regulation of possession, cultivation, and consumption of recreational and medical cannabis in the City of Truth or Consequences.

**Recommendation:**

Publication of Ordinance No. 721.

**Attachments:**

- Proposed Ordinance No. 721

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

**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. . Ordinance No. 720

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 10-13-2021

## **CITY OF TRUTH OR CONSEQUENCES**

### **ORDINANCE 721**

#### **AN ORDINANCE PROVIDING FOR REGULATION OF POSSESSION, CULTIVATION AND CONSUMPTION OF RECREATIONAL AND MEDICAL CANNABIS; ESTABLISHING SEVERABILITY AND AN EFFECTIVE DATE.**

##### **SEC. 16-101 – TITLE.**

This chapter shall be known as the "City of Truth or Consequences Comprehensive Cannabis Ordinance".

**WHEREAS**, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and

**WHEREAS**, Section 3-17-1 et. seq. NMSA 1978 provides that municipalities may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on municipalities, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

**WHEREAS**, within the Cannabis Regulation Act, codified as NMSA 1978, § 26-2C-1 et seq., the New Mexico Legislature established a comprehensive regulatory framework for the possession, cultivation, manufacture and sales of cannabis and cannabis-derived products; and

**WHEREAS**, the Cannabis Regulation Act provides that local jurisdictions may adopt time, place, and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

**WHEREAS**, the City Commission wishes to enact such controls and restrictions on the possession, use, cultivation, manufacture and sales of cannabis and cannabis-derived products, consistent with the provisions of the Cannabis Regulation Act, necessary and proper to protect and promote the health, safety, and welfare of the citizens of Truth or Consequences, New Mexico; and

**WHEREAS**, the Cannabis Regulation Act, NMSA 1978, Section 26-2C-1 et. seq., has authorized a variety of uses related to the legalization of commercial cannabis activities, which legalization has the potential to greatly expand the legal cannabis market; and

**WHEREAS**, Cannabis cultivation, production, and manufacturing creates strong odors, can involve the use of significant amounts of energy and water, and requires security and other

measures to reduce the risk of theft or other diversion to the illegal cannabis market, including possession and use by persons under the age of Twenty-One (21); and

**WHEREAS**, Cannabis is an intoxicating drug, making it appropriate to regulate the hours during which cannabis products may be sold and the areas in which cannabis products may be consumed; and

**WHEREAS**, the smoking of cannabis products may create health risks due to exposure to secondhand smoke and vaporized cannabis concentrates; and

**WHEREAS**, density limits are necessary to ensure that cannabis retailers and consumption areas are not unduly concentrated and do not crowd out other non-residential uses.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES AS FOLLOWS:**

### **SECTION 1. PURPOSE AND INTENT.**

It is the purpose and intent of this chapter to regulate the possession, cultivation, including micro, small, medium and large scale processes; manufacturing; processing; distribution; retail sales; on-site consumption and specialized events for the consumption of medical and recreational cannabis within the City of Truth or Consequences, as provided for by the New Mexico Cannabis Regulation Act, NMSA 1978, § 26-2C-1 et seq., (the “Cannabis Regulation Act” or the “Act”). The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to conduct business generally in the city, and are in addition to any permits, licenses and approvals required under state, county, or other law. The regulations and prohibitions in this chapter are enacted to ensure the health, safety and welfare of residents and visitors within the City of Truth or Consequences. Nothing in this chapter shall be construed to allow persons to engage in conduct that endangers others or causes a public nuisance, or allow any activity relating to the cultivation, manufacturing, testing, or distribution of cannabis that is otherwise illegal under New Mexico state law. Nothing herein shall be construed to permit or authorize any possession, use, cultivation, manufacture, processing, distribution, retail sale, and/or consumption of cannabis beyond the provisions of the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, nor as affecting or intended to affect or modify federal law relating to cannabis.

### **SECTION 2. DEFINITIONS.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Cannabis:** (1) all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not;



the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or other product.

**Cannabis Consumption Area:** an area where cannabis products may be served and consumed.

**Cannabis Courier:** a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

**Cannabis Establishment:** (1) a cannabis testing laboratory; (2) a cannabis manufacturer; (3) a cannabis producer; (4) a cannabis retailer; (5) a cannabis research laboratory; (6) a vertically integrated cannabis establishment; (7) a cannabis producer microbusiness; or (8) an integrated cannabis microbusiness.

**Cannabis Extract:** (1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and (2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product.

**Cannabis Flowers:** only the flowers of a cannabis plant.

**Cannabis Manufacturer:** a person that: (1) manufactures cannabis; (2) packages cannabis products; (3) has cannabis products tested by a cannabis testing laboratory; or (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

**Cannabis Producer:** a person that: (1) cultivates cannabis plants; (2) has unprocessed cannabis products tested by a cannabis testing laboratory; (3) transports unprocessed cannabis products only to other cannabis establishments; or (4) sells cannabis products wholesale.

**Cannabis Producer Microbusiness:** a cannabis producer at a single licensed premises that possesses no more than Two Hundred (200) total mature cannabis plants at any one time.

**Cannabis Product:** a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients.

**Cannabis Research Laboratory:** a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses.

**Cannabis Retailer:** a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

**Cannabis Testing Laboratory:** a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing.

**Commercial Cannabis Activity:** (1) the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and (2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis.

**Consumer:** a person Twenty-One (21) years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale.

**Cultivation:** any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

**Dry Weight Basis:** when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant.

**E-Cigarette:** a product containing or delivering nicotine or other substance intended for the human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product, including a device, whether manufactured, distributed, marketed or sold as an e-cigarette, e-cigar, e-pipe, e-hookah or vape pen or under another product name or descriptor.

**Facility:** a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis extracts or cannabis products.

**Integrated Cannabis Microbusiness:** a person that is authorized to conduct one or more of the following: (1) production of cannabis at a single licensed premises; provided that the person shall not possess more than Two Hundred (200) total mature cannabis plants at any one time; (2) manufacture of cannabis products at a single licensed premises; (3) sales and transportation of only cannabis products produced or manufactured by that person; (4) operation of only one (1)

retail establishment; and (5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

**Licensed Premises:** a location that includes: (1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms; (2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and (3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy.

**Manufacture:** to compound, blend, extract, infuse, package or otherwise prepare a cannabis product.

**Medical Cannabis:** cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

**Medical Cannabis Program:** the program created pursuant to the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

**Public Place:** a place to which the public has access and includes hallways, lobbies, and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

**Public Property:** any property owned or occupied by the City of Truth or Consequences.

**Qualified Patient:** a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act, NMSA 1978, Chapter 26, Article 2B.

**Reciprocal Participant:** a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian Nation, tribe or pueblo to participate in its medical cannabis program.

**Retail Establishment:** a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers.

**Smoking:** (1) inhaling from, exhaling from, burning, carrying or holding: (a) a lighted or heated cigar, cigarette, hookah or pipe; or (b) any other lighted or heated tobacco or plant product



intended for inhalation, including cannabis, whether natural or synthetic; or (2) any use of an e-cigarette that creates an aerosol or vapor.

**Standalone Building:** a building whose heating, air conditioning and ventilation system services only that building.

**Unprocessed:** unaltered from an original, raw or natural state.

**Vertically Integrated Cannabis Establishment:** a person that is authorized to act as any of the following: (1) a cannabis courier; (2) a cannabis manufacturer; (3) a cannabis producer; and (4) a cannabis retailer.

### **SECTION 3. PERSONAL POSSESSION AND USE.**

#### **Personal Possession.**

A. Pursuant to the requirements of the Cannabis Regulation Act (NMSA 1978, § 26-2C-1 *et seq.*), Adults 21 years of age and older may possess a maximum of two ounces of cannabis, a maximum of 16 grams of concentrated cannabis infused products, and a maximum of 800 milligrams of edible cannabis in public places within the City of Truth or Consequences. The usage of cannabis and cannabis products is permitted by right at an individual's dwelling as long as the activity does not endanger others or cause a public nuisance.

B. It shall be unlawful for any person to smoke, vape, or ingest cannabis products in any public place, except in a cannabis consumption area.

C. Unless otherwise allowed in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, it shall be unlawful:

1. To possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for authorized purposes on the premises of a licensed cannabis training and education program.

2. For any person under 21 years of age to possess, consume, or obtain cannabis.

3. For any individual 21 years of age or older to possess in any public place cannabis or any cannabis product in excess of those amounts permitted by the Cannabis Regulation Act.

### **SECTION 4. NON-COMMERCIAL CULTIVATION.**

A. Pursuant to the Cannabis Regulation Act, an individual may cultivate homegrown cannabis provided that the cannabis producer acts within the regulations of the Act. The Act limits

home cultivation to a maximum of six (6) mature and six (6) immature cannabis plants with a maximum allowance of twelve (12) plants per household. All cannabis cultivation shall be conducted only in the interior of an enclosed structure, facility, building, or greenhouse, within the City of Truth or Consequences. All non-commercial cannabis cultivation operations, including all cannabis plants, at any stage of growth, harvest, or processing, shall not be visible from the exterior of any structure, facility, building, or greenhouse, within the city limits. All cultivation operations must take place indoors, within a permanent structure that is enclosed on all sides. Outdoor cultivation is prohibited within city limits. Portable greenhouses, hoop houses, and/or non-permanent enclosures shall not be used for cannabis cultivation unless they are placed inside of a permanent structure that is enclosed on all sides. Construction or installation of any type of accessory dwelling unit (ADU), including any greenhouse for at-home cannabis cultivation requires a placement permit from the City of Truth or Consequences planning and zoning office.

- B. It shall be unlawful for any person who is less than twenty-one (21) years of age to intentionally produce cannabis.
- C. It shall be unlawful for any person twenty-one (21) years of age or older, unless licensed under the Cannabis Regulation Act and permitted as required by this chapter, to intentionally produce cannabis or any cannabis product in excess of those amounts permitted by the Cannabis Regulation Act.
- D. Violation of any provision of this Section shall be punishable by up to ninety (90) days incarceration and a fine up to \$500.00, except as otherwise provided in the Cannabis Regulation Act.

#### **SECTION 5. CULTIVATION AND GROWING FOR PERSONAL USE.**

(1) Individuals may possess, cultivate, and grow marijuana in their residence, including in a residential zoning district, but only for their personal use and subject to the following limitations as established under the New Mexico Cannabis Regulation Act, as amended:

- (a) An individual must be at least twenty-one (21) years of age.
- (b) It is unlawful to grow, cultivate, or process more than the designated number of marijuana plants per person, and per residence set forth in the New Mexico Cannabis Regulation Act, as amended, and any other applicable laws of the State of New Mexico.
- (c) A residence shall not emit marijuana odors of any kind.
- (d) Any growing or cultivation of marijuana products for personal use shall not be visible to the public.

(e) Any growing, cultivation or production of marijuana or marijuana infused products for personal use shall not be sold or transferred to third parties for future sale.

(f) No marijuana sale, production, distribution, manufacturing or cultivation shall be allowed in a residential zone district, except for personal use and as specifically set forth herein.

#### **SECTION 6. LOCATION.**

No cannabis establishment, cannabis consumption area, or cannabis courier may be located within three hundred (300) feet of a school or daycare center, residence, church or religious assembly, library, rodeo or fairgrounds, cultural center, or other cannabis establishment, cannabis consumption area, or cannabis courier, in existence at the time a license was sought for the cannabis establishment, cannabis consumption area, or cannabis courier. For the purpose of this section, all measurements for the purpose of determining the location of a cannabis establishment, cannabis consumption area, or cannabis courier in relation to such locations shall be the shortest direct line measurement between the actual limits of the real property of the school or daycare center and the actual limits of the real property of the proposed cannabis establishment, cannabis consumption area, or cannabis courier.

Cannabis retailers and cannabis consumption areas may only operate during the following hours: Cannabis products may only be served and consumed in cannabis consumption areas between the hours of 7:00 a.m. and 2:00 a.m. Monday through Saturday and noon to midnight on Sundays. Cannabis retailers may only sell cannabis products for off-site consumption between the hours of 7:00 a.m. and midnight Monday through Saturday and noon to midnight on Sundays.

Cannabis producers that cultivate cannabis plants indoors and cannabis manufacturers must use industry standard techniques to minimize odorous matter, toxic or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems.

#### **SECTION 7. CONSUMPTION.**

Cannabis consumption areas are subject to the following:

- a. A cannabis consumption area in which consumption is limited to consumption by qualified patients or reciprocal participants may be located inside any cannabis retailer; provided, however, that smoking of cannabis products in such consumption areas is only allowed if the cannabis consumption area occupies a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act, NMSA 1978, Chapter 24, Article 16.



- b. Cannabis consumption areas that are open to consumers are also subject to the following:
  - i. the smoking of cannabis products is not allowed outdoors;
  - ii. the smoking of cannabis products is only allowed within a licensed cannabis consumption area that occupies a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act NMSA 1978, Chapter 24, Article 16; and
  - iii. access to cannabis consumption areas open to consumers is restricted to persons twenty-one (21) years of age and older.
- c. No person shall consume cannabis in a public place or on public property, or consume cannabis products in any place where the smoke is detectable from a public place or from public property.

#### **SECTION 8. SEVERABILITY.**

If any article, section, subsection, paragraph, sentence, clause, phrase, provision or portion of any article, section, subsection, paragraph, sentence, clause, phrase or provision in this Ordinance is, for any reason, held to be unconstitutional, invalid or void, the remaining portion shall not be affected since it is the express intention of the City Commissioners of the City of Truth or Consequences to pass such article, section, subsection, paragraph, sentence, clause, phrase or provision and every part thereof separately and independently from every other part.

#### **SECTION 9. EFFECTIVE DATE.**

This Ordinance shall be recorded and authenticated by the City Clerk following adoption by the City Commissioners of the City of Truth or Consequences. This Ordinance shall take effect five (5) days after adoption by the City Commission.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 17<sup>th</sup> day of November 2021.**

**CITY OF TRUTH OR CONSEQUENCES**

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**Sandra Whitehead, Mayor**

**ATTEST:**

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**Angela A. Torres, City Clerk**



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.1

**SUBJECT:** Lodger's Tax Funding Guidelines  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** September 28, 2021  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Tammy Gardner, City Manager Executive Assistant

**Summary/Background:**

The Lodger's Tax Advisory Board is proposing changes to the guidelines.

**Recommendation:**

Approve

**Attachments:**

- Lodger's Tax Funding Guidelines
- .

**Fiscal Impact (Finance):** Choose an item.

.

**Legal Review (City Attorney):** Choose an item.

.

**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 10-13-2021



# TRUTH OR NEW MEXICO CONSEQUENCES

**City of Truth or Consequences**

**Lodgers' Tax**

**Funding Guidelines**



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## Overview of Lodgers' Tax

- **Sec. 7-196. Title of article.**

This article shall be known as and may be cited as "The Lodgers' Tax Ordinance." (Ord. No. 442, § 1, 8-12-96)

- **Sec. 7-197. Purpose of article.**

The purpose of this article is to impose a tax which will be borne by persons using commercial lodging accommodations which tax will provide revenues for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events, and acquiring, establishing and operating tourist-related facilities, attractions or transportation systems, as authorized in section 17 of this article.

- **Sec. 7-199. Imposition of tax.**

There is hereby imposed an occupancy tax of **five percent** of gross taxable rent for lodging within the municipality paid to vendors.

## **Overview of Lodgers' Tax**

### ***Eligible Uses***

- **Sec. 7-212. Eligible uses of lodgers' tax proceeds.**

(a) The Municipality may use the proceeds from the tax to defray the costs of:

- (1) collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act pursuant to guidelines issued by the Department of Finance and Administration;
- (2) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the Municipality, the county in which the Municipality is located or the county;
- (3) the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by section 3-38-23 or 3-38-24 NMSA 1978;
- (4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the Municipality or county and tourist facilities or attractions within the area;
- (5) providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the Municipality; or
- (6) any combination of the foregoing purposes or transactions stated in this section, but for no other municipal purpose.



# Overview of Lodgers' Tax

## *Eligibility*

Lodgers' Tax recipients are required to be nonprofits.

- A current certificate of this status must be submitted with the lodgers' tax application.
- Subsequent changes in status must be reported to the Lodgers Tax Advisory Board.

## Lodgers' Tax Application

- Applications are examined carefully as there are usually more requests for funds than are available.
- The application process normally starts in March or April by publishing notices that the City is accepting applications.
  - City Website
  - Local Newspapers
- Applications must be completely filled out and signed.
- A certificate or an online screenshot of nonprofit status must be submitted with the grant application for both the Internal Revenue Service (IRS) and the Office of the Secretary of State (SOS).
- ***Application must have all of the above to be eligible for consideration.***
- The Lodger's Tax Advisory Board (LTAB) reviews the applications and makes recommendations to the City Commission.
- The City Commission reviews the applications and allocates the funds at a regular City Commission meeting. The City Commission may alter and/or adjust any LTAB recommendation.
  - Applicants are invited to this meeting.
  - It is recommended that recipients wait for the commission approval prior to implementing their projects.

Organization \_\_\_\_\_

Reviewer \_\_\_\_\_

Date \_\_\_\_\_

### Lodgers' Tax Rubric

	Definitely	Likely	Not Likely	Definitely Not	Total
	4	3	2	1	
The appropriate market is identified for event/project.					
It is the appropriate media for the market.					
It will bring out-of-town visitors that will stay overnight.					
The marketing is unique, not duplicating other efforts.					
The ROI is measurable and commensurate to the marketing costs.					

Total Points

17-20 - Good application- No changes required

14-16 - Fair application- Funding with recommendations

13 or lower - Refine application and resubmit



# Lodgers' Tax Agreement

- Lodgers' Tax contracts between the City and Contractor are for Advertising & Promotion.
- Section 2 of the Contract requires contractors to:
  - “Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the Fairgrounds, Civic Center, Museums, Convention Center and other City and area resources and attractions.”
- The purpose of the Tax is to bring **OVERNIGHT** visitors to the City.
- Local advertising should be minimized as the purpose of lodgers' tax is to put “heads in beds”.
- Promotion and advertising shall be adhered to per the approved application submitted by the Contractor and attached as 'Exhibit A' to the Grant Agreement.
- 'Exhibit A' shall be known as the 'Scope of Work' which represents the approved manner that the allocated funds can be spent.
- The contractor shall designate a representative and an alternate to serve as the point of contact and authorized representative to spend funds.
  - The representative may be called upon to attend Lodgers' Tax meetings or meet with city staff to answer questions regarding their activities and/or submittals.

## Payment Reimbursements

- Print media, television ads, billboards, radio ads, and online ads of the Contractor which are paid for from Lodgers' Tax monies shall include the following:
  - All recipients of lodgers' tax funds must list the City of T or C as a contributor on all advertisements and printed materials by using the adopted T or C brand logo. Logos and the guide for usage will be provided at the time of award notification.
  - Radio ads shall include the radio advertisement script and proof of performance via a report generated by the radio station.
  - Social media and web site banner ads are eligible expenses and do not require branding.
- Please contact the City Clerk's office, [torcclerk@torcnm.org](mailto:torcclerk@torcnm.org) for City Brand logo.
- Exceptions may be made in regards to exclusion of City Brand Logo on small promotional items i.e. small pens or small key rings.
- Websites – costs related to design and maintenance are eligible costs.
- Facebook and other Social Media – advertisements are allowable expenses.
- The City determines which expenditures are allowable and are in compliance with the purpose of this contract. (Sec. 4 a)
- If determined to be an eligible purchase, the City will pay the Contractor for reimbursement. (Sec. 4 b)
- Rejected payments can be submitted to the Lodgers Tax Board for consideration and recommendation for submission to the City Commission.

## Payment Reimbursement Requirements

- All invoices must be presented to the City Manager's Office for review and approval within 90 days of the event or project implementation.
- All funds must be spent and invoices turned into the City Manager's Office **no later than the last business day in May unless prior written approval from the City Manager's office has been obtained.**
- Invoices submitted after that date **WILL NOT BE PAID** and will be the responsibility of the Contractor.
- For advertisements and/or publications, provide an electronic or printed tear sheet. A **tear sheet** is a page cut or torn from a publication to prove to the client that the advertisement was published.
- Invoices, checks, and form amounts **that do not match, must include an explanation.** I.e. invoice is for \$525 and the allocation is \$500. The organization then pays \$25, an explanation must be included on the reimbursement form)
- Reimbursements can be submitted as frequent as needed.



## Eligible Costs

- **Media placement:** cost of insertion of ads in media including print, electronic, web/Internet and outdoor; rental of billboard, website development & hosting, information applied to Kiosks, and other automated forms of advertising.
- **Printing:** cost of printing and distribution of promotional materials including media packets, promotional brochures, posters, etc. Reprints shall meet current criteria. In the event that ad sales have been made on any brochures, vacation guides and similar publications, the City requires reporting of revenue generated in ad sales and cost of printing, the difference is eligible for reimbursement.
- **Registration fees and booth rental:** costs for conferences where representation by the Organization is clearly a part of the marketing plan.
- **Video:** Production of a community, partnership, or statewide promotional video/CD-ROM/DVD that is part of the organization's marketing effort for use in various broadcast media. **Produced videos on flash drives, dvd, cd-rom etc. cannot be offered for sale.**
- **Mailing lists:** Cost for purchase of targeted marketing mailing lists.
- **New Mexico Tourism Department (NMTD) Sales & Media Outreach Missions, Trade Shows:** Costs for NMTD sponsored registration and booth space through the NMTD's tourism promotion programs when space is available and NMTD opens participation.
- **Production costs:** Costs of producing an advertisement, brochure, internet data and graphics, website development (including hosting), typesetting, photography, rendered art, purchase of trade show booth.
- **Fulfillment costs:** Shipping as it applies to fulfilling requests for visitor information.
- **Public Relations:** Public relation services related to tourism promotion.
- **Promotional Items:** T-shirts, Key rings, pins, calendars, litter bags, posters, and similar items. We encourage the use of promotional items for marking to be used minimally.

## • **Ineligible Costs**

- **Commissions:** Advertising agency commissions
- **Fulfillment costs:** Envelopes and supplies
- **Communications:** Telephone expenses
- **Travel Expenses:** Any expenses related to travel including lodging, meals, airfare, and gas. An exception may be made for the cost of gas incurred while distributing printed materials outside of Sierra County.
- **Administration:** Salaries, over-run, overhead, entertainment, meals, beverages, supplies, taxes and other categories, not specifically allowed in eligible costs.
- **Items for sale:** Promotional items produced for sale such as Videos/CD's/DVD's, brochures, t-shirts, posters, calendars, etc.
- **Equipment:** Any purchase of equipment and/or furnishings.

**Lodgers' Tax  
Recommended Expenditures Chart**

Brochures, Visitor Guides	Brochures & Visitor Guides should be distributed in locations with high visitor foot traffic.	Reaches both potential visitors planning trips, and current visitors looking for things to do.	Receipt, sample brochure or visitor guide.
Distribution of Visitor Guides and Brochures	Contracting with companies such as Fun & Games and Certified Folder will ensure that your brochures or visitor guide will be distributed statewide to State and local visitor centers and/or hotels and attractions with high visitor foot traffic.	Reaches both potential visitors planning trips, and current visitors looking for things to do.	Receipt or copy of paid invoice.
Posters/Flyers	Distribute widely throughout Sierra County & at all visitor centers in the SW NM Region	Not as effective in attracting out of town visitors	Copy of receipt for production & poster/flyer
Digital Radio (ex: Spotify, Pandora, I Heart online)	Ads can target specific demographics, zip codes	Customizable engagement; you pay for a specific number of engagements based upon if the ad is opened by users)	Receipt, link to ad proof
Video Production	The production of a video for digital ad campaign	Video engages people in the experience of your destination/event.	Receipt from company, link to final product, written consent for us to use your video in marketing T or C
Print Ad Design	Graphic Design and layout of an ad	Higher quality visual images/info	Receipt & copy of ad artwork
Giveaways	Space permitting, please include the T or C authorized brand or City logo	Destination/event promotion	Receipt for production, sample item



**Lodgers' Tax  
Recommended Expenditures Chart**

<b>Ad/Promotions Medium</b>	<b>What Is Recommended</b>	<b>Why/Who It Reaches</b>	<b>What To Turn In For Reimbursement</b>
Website Development, maintenance & hosting	A good website that shows off what your destination/event has to offer is very important, as most people today do their travel research online.	Reaches the world	Receipts for development, maintenance & hosting, link to the website.
Social Media	Advertising targeting audiences outside of Sierra County either demographically or by special interest	Largest range, least expensive and most accessible to the audience	Receipts from the individual platforms and the email report that reports the engagement.
Newspaper	Publications outside Sierra County	Reaches people outside Sierra County, tends to reach an older demographic audience	Receipt & tear sheet from publication
Magazine	Demographic specific outside Sierra County based on interest group	Reaches an audience that may already have an interest in destination/event	Receipt & tear sheet from publication
Google	All of the services offered regarding advertising, website boosts etc.	Boosts your website & results in a higher position in google search engine	Receipt from Google
Billboards	Preference given to billboards outside of Sierra County	Exposure to thousands of travelers daily.	Receipt, ad artwork, spec sheet from vendor showing location of billboard
Radio	Promotion outside of Sierra County	Widespread promotion, more effective for rural areas	Receipt, copy of radio ad draft, history of when the ad ran (obtainable from the radio station)
Television	Promotion outside of Sierra County in targeted demographic markets	Reaches varied demographic audience based upon programming choices	Receipt, link to TV ad

## Contractor Responsibilities

It is the responsibility of the Contractor:

- To keep a running total of their unused and available Lodgers' Tax award.
- To report all advertising revenues for projects funded in part by lodgers' tax.
- To assign a signatory authority and responsible financial representative.
- To sign all reimbursement forms or requests for payment.
  - Requests must be submitted in writing using the City's form.
- To notify the City their "remit to" address where they want the check sent.



## 2021-2022 LODGERS' TAX GRANT APPLICATION

### PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	
Project/Event Name	
Event Date(s) and Location (if applicable)	
Event Organizer & Title within Organization (if applicable)	
Phone Number of Organizer	
Email of Organizer	
Organization Address	
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

### PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

<b>Amount Requested:</b> <b>(Must match application page 4)</b>	
Anticipated Attendance (not including volunteers/staff):	



### PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

1. Define/Describe the overall project/event (what is happening at the event?):

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees):

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6. How many Facebook followers do you have for this event page or organization page (for a project)? \_\_\_\_\_ Instagram followers? \_\_\_\_\_

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? \_\_\_\_\_

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

#### PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
<b>TOTAL AMOUNT REQUESTED:</b> Must match page 1.		

#### PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

- ☐ IRS and Secretary of State proof of Good Standing
- ☐ Previously submitted

#### PART 6: ASSURANCES AND CERTIFICATIONS



I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion or on or before May 31<sup>st</sup>, 2022, whichever comes first).

Print your name and title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **Lodgers' Tax Grant Report**

- Reports are to be submitted within 60 days of the completion of the organization's marketing project or event.
- Reports are used to gauge activity and ensure grant compliance with agreement.
- Upon submission of the Lodgers' Tax Grant Report, the Lodgers' Tax Advisory Board has the right to call the Lodgers' Tax Recipient to a Lodgers' Tax Advisory Board meeting to gather more information.
- The form for the Lodgers' Tax Grant Report may be found on the following page.
- **Failure to report can affect future funding requests, including reports with no activity.**



## 2021-2022 LODGERS' TAX GRANT REPORT

Organization Name	
Project/Event Name	
Event Date(s) and Location (if applicable)	

1. Describe your project/event indicators of success and how you gathered the information. (e.g. increased hotel stays, increased attendance, first time attendees):

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2. Did you sell advertising for this project? If so, how much? \_\_\_\_\_

3. Upon reflection, was there anything you would have done differently in the marketing or would like to do differently in the future?

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4. If you utilized Lodgers' Tax for digital marketing, attach a copy of the analytics.



Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
<b>TOTAL AMOUNT SUBMITTED FOR REIMBURSEMENT:</b>		

#### **PART 6: ASSURANCES AND CERTIFICATIONS**

I certify that I am authorized to act on behalf of the organization making this report and that the statements herein are complete and accurate to the best of my knowledge. We kept a clear and accurate accounting of how the funds were used. We evaluated the use of funds as required and approved by the City of Truth or Consequences and delivered this report to the City no more than (90) days after the event or project completion or on or before May 31<sup>st</sup>, 2022, whichever comes first).

Print your name and title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **Contractor Amendments To Approved Lodgers' Tax Funding Requests**

### ***CAN***

- Budget Categories\*  
Funds may be moved from one category to another category.
- Scope of Work\*

**\* Must have prior approval from the Lodgers' Tax Advisory Board and/or City Manager's Office.**

### ***CANNOT***

- Request an extension of time.
- Request transfer of funds to another organization

## Contacts

- Tammy Gardner [tgardner@torcnm.org](mailto:tgardner@torcnm.org), 894-6673 Ex 320
  - Review payment requests for compliance with agreements and process compliant payments.
  - Submit copies of reports to City Hall.
  - Any other duties requested by the LTAB
- Angela Torres, [atorres@torcnm.org](mailto:atorres@torcnm.org), 894-6673 Ext. 302
- Dawn Barclay [dbarclay@torcnm.org](mailto:dbarclay@torcnm.org), 894-6673 Ext. 304
  - Prepare meeting Agendas & Minutes
  - Forwards reports to Lodgers' Tax Advisory Board.
  - Place on the LTAB calendar request for changes to agreement and/or use of funds.



**CITY OF TRUTH OR CONSEQUENCES  
LODGERS TAX ADVISORY BOARD  
MINUTES - DRAFT  
TUESDAY, SEPTEMBER 28, 2021**

**REGULAR MEETING**

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, September 28, 2021 at 12:00 pm.

**CALL TO ORDER**

**ROLL CALL**

Jake Foerstner, Chairman  
Gina Kelley, Vice-Chairman  
Theresa King, Member - ABSENT  
Linda DeMarino, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Tammy Gardner, Executive Assistant  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA**

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

**2. APPROVAL OF MINUTES**

- a. Regular Meeting of July 26, 2021.

Vice-Chairman Kelley made a motion to approve the July 26, 2021 minutes. Member DeMarino seconded the motion. Motion carried unanimously.

**3. COMMENTS FROM THE PUBLIC (3 Minute rule applies)**

There were no comments from the public.

#### **4. OLD BUSINESS:**

##### **a. Discussion/Review: Lodgers Tax Award Tracking Sheet from meeting July 26, 2021.**

Tammy Gardner, Executive Assistant asked for clarification as to who would be maintaining the "Lodgers Tax Award Tracking Sheet". Vice-Chairman Kelley confirmed she will be in charge of tracking sheet and its information.

Vice-Chairman Kelley had one change to the tracking sheet. She suggested to add wording to the funds portion that would cover split and partially awarded funds.

The board as a whole noted they liked the option to discuss and review the Lodgers Tax Tracking Sheet was part of the agenda and would like to see it continued at this time for all future meetings.

**No motion was required.**

##### **b. Discussion/Action: Lodgers Tax Funding Guidelines.**

The board discussed page 21; "Grant Report" and added that upon submission of the Lodgers Tax Advisory Board has the right to request that the recipient attend the Lodgers Tax Advisory Board meeting to address any questions the board may have. The board confirmed that there will be no quarterly reporting. The board moved on to page 9 to discuss the branding logo.

It was clarified that the "Lodgers Tax Funding Guidelines" must still go to the City Commission for approval. City Manager Swingle noted, at this point the board could possibly present the guidelines at the next City Commission meeting scheduled for October 13, 2021.

**Vice-Chairman Kelley made a motion to approve the "Lodgers Tax Funding Guidelines" with change to page 21 as discussed. Member DeMarino seconded the motion. Motion carried unanimously.**

#### **5. NEW BUSINESS:**

##### **a. Discussion/Action: Loaders Tax collections from Short Term Rentals in T or C.**

Vice-Chairman Kelley shared with the board a comment she received. It was brought to her attention the amount of money Truth or Consequences receives from Lodger Tax. This led her to start her own investigation into this claim. She provided documentation which was included

in the agenda packet for the board to review. Through Airbnb she found there are 93 rental options; minus 20 that was for Elephant Butte, NM. Her research let her to find that Airbnb sends one lump sum check to City's that have community contracts in place. She did a sample booking and found out when finalizing a booking there is charge called "Occupancy Taxes". When clicked for more information it's listed as Gross Receipts Tax (GRT). Through a local Airbnb customer, Vice-Chairman Kelley's request she ask Airbnb what taxes are they are paying on behalf of their customers? The break down had approximately 9 charges with descriptions some were duplicated. Vice-Chairman Kelly brought up the question that our local short term rental business owners may be thinking they are paying City Lodgers Tax through one of those 9 charges. She wanted to share this information with the City because there might be a significant amount of Lodgers Tax revenue being lost. Vice-Chairman Kelley also made a suggestion that the City contact the City of Ruidoso, NM to gather more information on how to obtain a contract with Airbnb as they currently have one themselves.

**No action was taken.**

**b. Discussion/Action: Lodgers Tax Contract for awarded organizations.**

The board confirmed that once the City Commission approves the "Lodgers Tax Funding Guidelines" the "Lodgers Tax Contract" can be updated. Member DeMarino and Tammy Gardner, Executive Assistant will collaborate to red line the "Lodgers Tax Contract". Once completed they will present at the next Lodgers Tax Advisory Board monthly meeting.

**No action was taken.**

**c. Acknowledgement: Theresa King's resignation letter.**

The board acknowledged Theresa King's resignation letter.

**d. Discussion/Action: Set next meeting date and time.**

Geronimo Trail Scenic Byway submitted a fund request to be presented at this meeting. Due to an oversight the fund request was not added to the agenda. It will be presented and discussed at the next scheduled meeting being held on October 26, 2021.

**Member DeMarino made a motion to approve to keep the scheduled October 26, 2021 meeting. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.**



## **6. REPORTS FROM THE BOARD**

There were no reports from the board.

## **7. REPORTS FROM STAFF**

Tammy reported Sub-recipient and Lodgers Tax funding requests needed some clarification. Vice-Chairman Kelley responded the Sub-recipient are contracts with the City for operation and maintenance. Lodgers Tax funding is used help promote tourism activity.

## **8. ADJOURNMENT**

Chairman Foerstner made a motion to approve the adjournment. Vice-Chairman Kelley seconded the motion. Motion carried unanimously.

PASSED AND APPROVED ON THIS 26<sup>th</sup> DAY OF OCTOBER 2021.

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**Jake Foerstner, Chairman**  
Lodger's Tax Advisory Board



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.2

**SUBJECT:** Approve recommendation from the Planning and Zoning Commission for Summary Plat Amendment at 905-907 Palo Verde, Truth or Consequences, NM.

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** Traci Alvarez

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

**Summary/Background:**

Applicants request to combine 2 lots. All required documents and fees have been submitted. Lot meets minimum standards required for the district. This amendment does not have the effect to significantly alter the impacts on utilities, drainage, or traffic. Public Hearing held on 10-4-2021, no opponents. Planning and Zoning Commission have approved the amendment.

**Recommendation:**

Approve Summary Plat Amendment to join lots

**Attachments:**

- Parcel Map
- Summary Plat Amendment
- Full Agenda Packet for Planning and Zoning Meeting available on 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. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021



3022078520074

911 PALO VERDE DR

3022078520083

909 PALO VERDE DR

3022078520092

3022078520101

3022078520110

3022078520119

901 PALO VERDE DR

3022078520128

3022078507073

910 YUCCA ST

3022078507082

908 YUCCA ST

3022078507091

906 YUCCA ST

3022078507100

904 YUCCA ST

3022078507109

902 YUCCA ST

3022078507118

900 YUCCA ST

3022078507127

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913 YUCCA ST

3022078491091

911 YUCCA ST

3022078491100

907 YUCCA ST

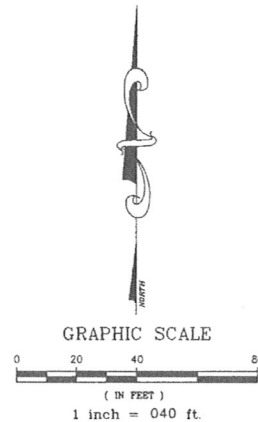
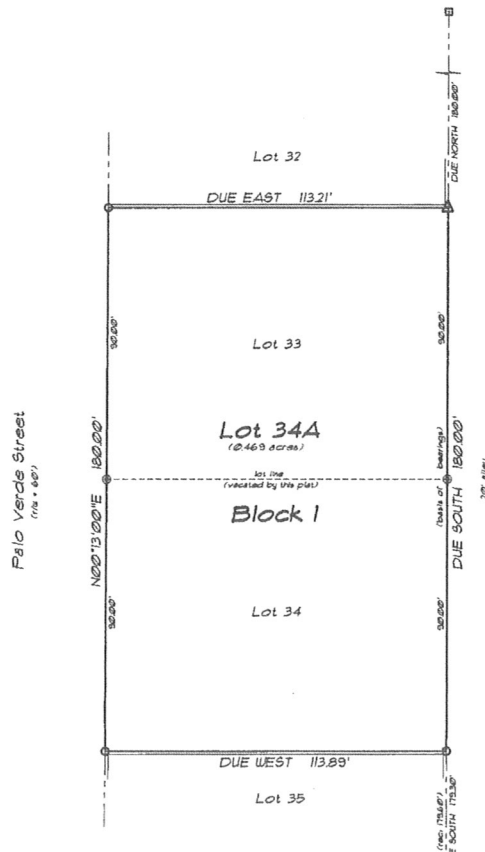
3022078491109

903 YUCCA ST

3022078491123



**ALTERNATE SUMMARY PROCEDURE-SUMMARY REPLAT**  
of Lots 33 and 34, Block 1, (now known as Lot 34A, Block 1), Country Club Heights,  
a subdivision in the City of Truth or Consequences,  
Sierra County, New Mexico



**Notes:**  
This lot is subject to easements, restrictions and reservations of record  
The lot shown hereon is located within the boundaries of Flood Zone "X"  
"area determined to be outside 500-year flood plain"  
On corners found without survey identification, an aluminum tag stamped  
"NPPLS 0123" was applied  
Use chaining scale to determine measurements when not labeled  
The hereon described lot was created under the City of Truth or Consequences  
Subdivision Codes, Ordinance Number 555, (Chapter 15, Section 15, Alternate  
Summary Procedure)

**Reference:**  
Lot 33, (207 Palo Verde Street)  
Account No. 9571  
Book 136, Page 3338, (Warranty Deed)  
UPC 307-207-857-0101  
Lot 34, (305 Palo Verde Street)  
Account No. 9571  
Book 136, Page 3338, (Warranty Deed)  
UPC 307-207-857-0102  
Country Club Heights Subdivision Plat filed on May 13, 1946, (Plat No. 7,  
Slide No. 18)  
Country Club Heights Block 1 Subdivision Plat filed on January 29, 1979,  
(Plat No. 15-B, Slide No. 193)  
National Flood Insurance Program, Flood Insurance Rate Map Community:  
Panel No. 350013 0005 C, (map revised: July 16, 1996)  
The City of Truth or Consequences Subdivision Codes, Ordinance No.  
555, adopted May 23, 2006

**Legend:**  
found 1/2" rebar, (no survey identification)   
found 5/8" rebar w/survcap stamped "JL RICHTER PLS 13984"   
set 1/2" rebar w/survcap stamped "NPPLS 0123"   
chiselled "X" in block wall   
block wall

**ACKNOWLEDGEMENT**

The City of Truth or Consequences does hereby acknowledge the  
vacation of lot line as shown on this plat.

\_\_\_\_\_  
Mayor Date

**ACKNOWLEDGEMENT**

We, the undersigned owners of the hereon described property do hereby  
acknowledge, without free consent and in accordance with our wishes and  
desires, the vacation of the lot line as shown on this plat.

\_\_\_\_\_  
Drake Wehrs

STATE OF NEW MEXICO )  
COUNTY OF SIERRA )

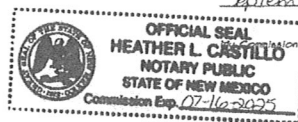
The foregoing instrument was acknowledged before me this 7th day of  
September, 2021, by Drake Wehrs

My commission expires 07-16-2025  
\_\_\_\_\_  
Krystal Wehrs

STATE OF NEW MEXICO )  
COUNTY OF SIERRA )

The foregoing instrument was acknowledged before me this 7th day of  
September, 2021, by Krystal Wehrs

\_\_\_\_\_  
Heather L. Castillo  
Notary Public



September 4, 2021

**Chaparral Surveying, LLC**  
Professional Land Surveying

P.O. Box 623 Elephant Butte, New Mexico 87935

**CERTIFICATE**

This is to certify that I am a registered Professional  
Land Surveyor, that this plat is prepared from notes  
of field surveys made by me or under my supervision,  
that said surveys and this plat are true and correct  
to the best of my knowledge and belief.  
I further certify that this survey is an Alternate Summary  
Procedure of an existing tract or tracts.

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

\_\_\_\_\_  
David M. Sam  
New Mexico Professional Surveyor  
License Number 0125

**INDEXING INFORMATION FOR COUNTY CLERK**  
Drake & Krystal Wehrs  
Country Club Heights  
Sec. 33, Tshp. 13 South, Rge. 4 West

**CITY OF TRUTH OR CONSEQUENCES  
PLANNING & ZONING COMMISSION  
MONDAY, OCTOBER 4, 2021**

**MINUTES**

**REGULAR MEETING**

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, October 4, 2021 at 5:30pm.

**CALL TO ORDER:** The meeting was called to order by Chairman Hogg.

**ROLL CALL:**

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

**ALSO PRESENT:**

Traci Alvarez, Assistant City Manager  
Angela A. Torres, City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

- a. Regular meeting of Monday, August 2, 2021.

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

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

#### 4. PUBLIC HEARING:

- a. **Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 905 Palo Verde Street, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17., Amendment of plats. Applicant request to combine lots.**

**Traci Alvarez, Assistant City Manager** – Presented to the board the request for a Summary Plat Amendment at 905 Palo Verde Street, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17., Amendment of plats. In the packet is the finding & facts sheet and the utility sign off sheet. We don't see any issues or concerns with this request. Staff recommends approval.

**Chairman Hogg:** He drove by the place and everything looked fine to him.

**Vice-Chairman Sisney** – Asked the applicants what they plan on building on the property.

**Traci Alvarez, Assistant City Manager** – Explained that it is important to note that this is just for the request to combine the lots, and how they develop the lots would go before Planning & Zoning and there are requirements, and guidelines for that so what they are going to build cannot have any bearing on whether or not you approve this. We are approving this over the 7 findings and facts worksheet that has been provided to you. That area is zoned per our Municipal Code for maybe only site built houses, or it could be zoned for manufactured homes, or it could go for a special use for an RV.

**Vice-Chairman Sisney** – Asked what the zoning is for that area.

**Traci Alvarez, Assistant City Manager** – The zoning is R-1 which allows:

*R-1 PERMITTED USES. The following uses are permitted by right in R-1 Districts.*

1. *Accessory Building.*
2. *Accessory Dwelling Unit: Subject to meeting all setback, building and development standards of this Code.*
3. *Construction Yard or Building (Temporary): Such yard or building shall be removed upon completion of construction or within three (3) years from date of permit, whichever is sooner. Construction yards and buildings shall be maintained in fences at least six (6) feet in height. However, there shall be no fence or wall more than three (3) feet in total height above street-curb level located within the clear sight triangle of a street intersection as defined in Article 8 of this Code.*
4. *Detached Single Family Dwellings.*
5. *Dish Antennas: These shall be for the non-commercial reception of satellite signals.*



6. *Garage or Yard Sale or Similar Use: Three (3) sales are permitted in a one (1) year period at a single address. A sale shall not exceed three (3) consecutive days.*
7. *Greenhouse (Non-Commercial), Garden Sheds, Tool Sheds: When detached from the main dwelling such structures are subject to the provisions of Accessory Buildings.*
8. *Home for Handicapped, Disabled, Retarded, or Retired: Subject to requirements of the New Mexico Statutes, 1978, Section 3-21-1, Paragraph C, as amended. There shall be no more than five (5) persons in one home, and a minimum of two (2) parking spaces must be provided.*
9. *Home Occupation.*
10. *Kennel (Private, Residential).*
11. *Manufactured Homes.*
12. *Public Park, Playground, Ball Fields or Tennis Courts:*
13. *Real Estate Office (Temporary): Permitted only in conjunction with a residential subdivision, provided such use shall be discontinued upon the completion of the development or within three (3) years from date permit issued, whichever is sooner.*
14. *Storage, Residential Vehicles: Storage of personal recreational vehicles, boats, trailers or similar uses shall be limited to a maximum of one (1) per dwelling unit in the side yard, with no limit in the rear yard separated by at least five (5) feet from any property line.*
15. *Swimming Pool (Private): Permitted only when a protective fence four (4) feet in height is provided around the yard, lot or pool area. The pool shall be no closer than five (5) feet from any property line and approval from all utilities is required to insure overhead safety.*
16. *Tennis Courts (Private for Residential Use).*

**Drake Wehrs, Applicant** - They are building a single story house on the property with a garage.

**Member Bush made a motion to approve the request for a Summary Plat Amendment at 905 Palo Verde Street, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17., Amendment of plats. Vice-Chairman Sisney seconded the motion. Motion carries unanimously.**

## **5. NEW BUSINESS:**

### **a. Discussion/Action: New Meeting Date and Time:**

**Traci Alvarez, Assistant City Manager** – When the Planning & Zoning Commission was re-enacted, they chose a meeting date that conflicts with our Recreation Advisory Board that has been in place for a long time. Therefore, her request is that the Planning & Zoning Commission consider holding their meetings on a different day and time so we are not conflicted on which meetings we attend.

**Member Bush made a motion to change the Planning & Zoning Meetings to the first Thursday of each month at 5:30 p.m. Vice-Chairman Sisney seconded the motion. Motion carries unanimously.**

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

There were no reports from the board.

## **7. REPORTS FROM STAFF:**

**Traci Alvarez, Assistant City Manager** – We will have another Public Hearing at the next meeting for another Summary Plat Amendment. She held off on scheduling it until she knew what the new date was going to be. She is currently looking into the Municipal Code, as well as other codes in the Planning & Zoning section as it relates to cannabis. With the new laws that have come out we are going to have to take a look at the manufacturing, production, and retail of cannabis within the city limits. State law does not allow us to prohibit it, and state law does not allow us to make it any more difficult than what it would be required for someone to get an alcohol license. We will have to take a look at the areas within the city to see if we want to limit them within different zones. There is the private growth that they can do within any residential area. We cannot override the state on that. She has had some enquiries about people who want to set up greenhouses so when she gets more information on that she will bring it to the board.

## **8. ADJOURNMENT:**

There being no further business to come before the Planning & Zoning Commission. Chairman Hogg called to adjourn the meeting.

**Member Bush made a motion to adjourn the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.**

**PASSED AND APPROVED ON THIS 4<sup>TH</sup> DAY OF NOVEMBER 2021.**

---

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



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

**MEETING DATE:** October 13, 2021

*Agenda Item #:* H.3

**SUBJECT:** Approve recommendation from the Airport Advisory Board for the installation of the Tetrahedron provided by the EAA (Experimental Aircraft Association)

**DEPARTMENT:** Assistant City Manager

**DATE SUBMITTED:** October 6, 2021

**SUBMITTED BY:** Traci Alvarez

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

***Summary/Background:***

The local EAA Chapter converted a Beech 18 Aircraft into a tetrahedron to be installed at the T or C Municipal Airport. FAA approval has been received; Site plan has been submitted to Planning and Zoning. CID Application to be submitted for State permitting if needed. Airport Advisory Board reviewed and recommended approval to install Tetrahedron at the Airport Advisory Board Meeting held 10-5-2021.

***Recommendation:***

Approve the recommendation from the Airport Advisory Board for the installation of the Tetrahedron

***Attachments:***

- Site Plan/Drawing
- FAA Approval
- Pictures of Tetrahedron

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

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

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

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

***Final Approval:*** ☒ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021







TITLE FOUNDATION PLAN

Page 1 of 1

PROJECT TCS Tetrahedron

Date 9-21-2021 CCV.6



LAT. 33 - 14 - 10.00 N

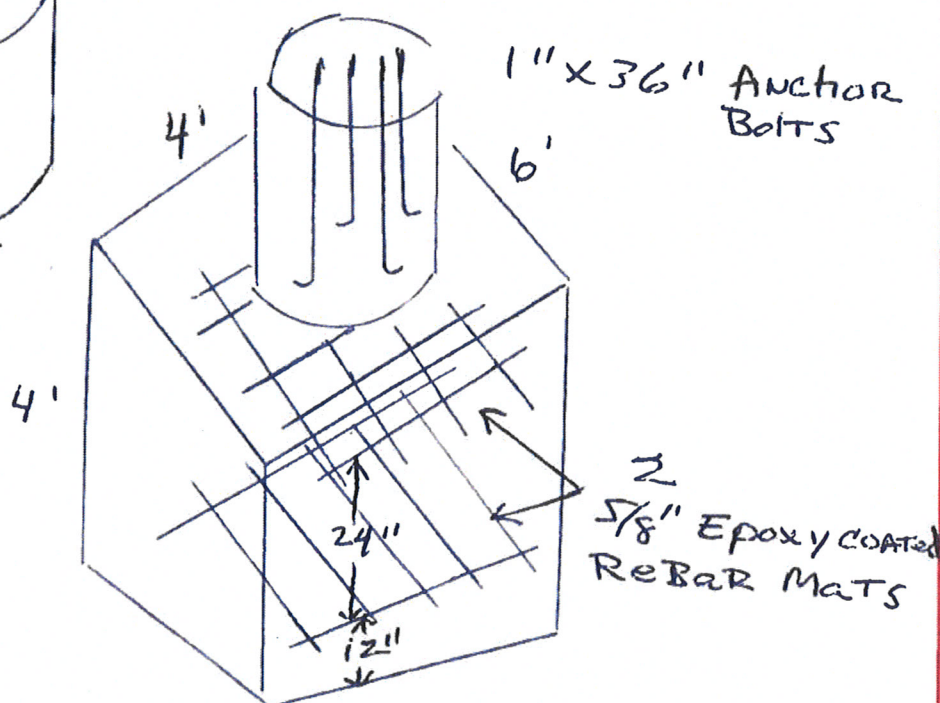
LONG 107 - 16 - 07.00 W

Tetrahedron  
Axle

1" Levelling  
NUTS

3/4" x 12" x 12" Base Plate

1" x 36" Anchor  
Bolts



2  
5/8" Epoxy coated  
REBAR MATS

Concrete 3,000 PSI. 3/4" Vibrated 12" Lifts  
Single Pour

**ZIMMATIC**  
LINDSAY MANUFACTURING CO.

P.O. BOX 156  
LINDSAY, NEBRASKA 68644  
FAX: (402) 428-2795  
PHONE: (402) 428-2131



FEDERAL AVIATION ADMINISTRATION  
10101 Hillwood Parkway  
ASW-640 LA/NM Airports Development Office  
Fort Worth, TX 76177

September 14, 2021

TO:

City of Truth or Consequences  
Attn: Chad Rosacker  
No. 1 Shooting Star Lane  
Truth or Consequences, NM 87901  
charlesvangelder1@gmail.com

CC:

Chapter Secretary  
Attn: Chuck VanGelder  
207 South Arrowhead Road  
Truth or Consequences, NM 87901  
charlesvangelder1@gmail.com

RE: (See attached Table 1 for referenced case(s))

**\*\*FINAL DETERMINATION\*\***

Table 1 - Letter Referenced Case(s)

ASN	Prior ASN	Location	Latitude (NAD83)	Longitude (NAD83)	AGL (Feet)	AMSL (Feet)
2021- ASW-5290-NRA		TRUTH OR CONSEQUENCES, NM	33-14-10.00N	107-16-07.00W	16	4839

Description: Install wind direction indicator made from Beech 18 fuselage (wings removed).

We do not object to the construction described in this proposal provided:

You comply with the requirements set forth in FAA Advisory Circular 150/5370-2, "Operational Safety on Airports During Construction."

A separate notice to the FAA is required for any construction equipment, such as temporary cranes, whose working limits would exceed the height and lateral dimensions of your proposal.

This determination does not constitute FAA approval or disapproval of the physical development involved in the proposal. It is a determination with respect to the safe and efficient use of navigable airspace by aircraft and with respect to the safety of persons and property on the ground.

In making this determination, the FAA has considered matters such as the effects the proposal would have on existing or planned traffic patterns of neighboring airports, the effects it would have on the existing airspace structure and projected programs of the FAA, the effects it would have on the safety of persons and property on the ground, and the effects that existing or proposed manmade objects (on file with the FAA), and known natural objects within the affected area would have on the airport proposal.

When your Airport Layout Plan is updated, please include this new development. In the meantime, we will show this feature on your current ALP approved on 04/11/2013.

This determination expires on March 14, 2023 unless:  
(a) extended, revised or terminated by the issuing office.



(b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for the completion of construction, or the date the FCC denies the application.

NOTE: Request for extension of the effective period of this determination must be obtained at least 15 days prior to expiration date specified in this letter.

If you have any questions concerning this determination contact Haley E. Hood (817) 222-5218  
Haley.E.Hood@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical  
Study Number 2021-ASW-5290-NRA.

Haley E. Hood

ADO

Signature Control No: 489340010-494528839



















**CITY OF TRUTH OR CONSEQUENCES  
AIRPORT ADVISORY BOARD MINUTES  
TUESDAY, OCTOBER 5, 2021**

**REGULAR MEETING**

Regular meeting of the Airport Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, October 5, 2021 at 4:00 P.M.

**PRESIDING OFFICER:**

The meeting was called to order by Chairman Gerald LaFont, and Lisa Gabaldon acted as Secretary.

**ATTENDANCE:**

Upon calling the roll, the following members were reported present:

**Present:**

Gerald LaFont, Chairman  
Mark Shipley, Vice-Chairman - LATE  
David Senn, Member  
Larry W. Mullenax, Member

**Also Present:**

Traci Alvarez, Community Development Director  
Chad Rosacker – Airport Manager – Via Phone  
Lisa Gabaldon, Secretary

**QUOROM:**

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

**PLEDGE OF ALLEGIANCE:**

Chairman LaFont led the Pledge of Allegiance.

**APPROVAL OF AGENDA:**

Chairman LaFont called for approval of the agenda.  
Member Mullenax moved to approve the agenda.  
Member Senn seconded the motion.  
Motion carried unanimously.

**APPROVAL OF MINUTES:**

- a. Regular Meeting of Tuesday, July 6, 2021



Chairman LaFont called for approval of the minutes for Tuesday, July 6, 2021.  
Member Mullenax moved to approve the minutes from July 6, 2021.  
Member Senn seconded the motion.  
Motion carried unanimously.

**COMMENTS FROM THE PUBLIC (3 minute rule applies):**

Chuck VanGelder addressed the board and stated that there was no Old Business on the current agenda. He mentioned the following things that he thinks need to be addressed: the water issue, security at the airport, hangars and hangar doors, courtesy car, and leases for new hangars.

Chairman LaFont stated that he gave a courtesy car to the Chamber of Commerce to be put out there. Chad Rosacker stated that they are waiting on Whitehead Chevrolet to apply the appropriate insurance and then deliver the car. Traci Alvarez advised Chairman LaFont to check with the Chamber of Commerce on the status; that's out of the City's hands. It's through the Airport Board and the Chamber.

Traci Alvarez stated that the water is not going to be addressed anytime soon. She stated that they resolved that as best they can at the prior meetings. It is mandated by the state. It will require a large amount of funding for engineering to put the system out there. The only option is household or individualized softeners to be able to put on the system. There is nothing else that the City can do pertaining to the water without funding at this time. The City is seeking funding, but it's not something that will happen anytime soon. Chad Rosacker reiterated that they do not have the funding. They are still looking for funding but nothing is happening for now.

Traci Alvarez stated that the officer that was residing in the mobile home has not completely moved out. He's in the process of moving out. Once he's out of the residence, they will be reassessing the mobile home, addressing any repairs, plumbing issues, bringing the mobile home up to livable conditions, with available funding. The City's intention is to go back out and seek somebody to possibly reside in the mobile home, whether it be through City police, State police or Sheriff's but they do want somebody that will be onsite a little more often than the past tenant. It is something that they are working on.

**NEW BUSINESS:**

- a. Discussion/Action: Re-organization of a Chairman and Vice-Chairman

David Senn made a motion to appoint Mark Shipley as Chairman.  
Chairman LaFont seconded the motion.  
Motion carried unanimously.

Member Shipley made a motion to appoint David Senn as Vice-Chairman.  
Chairman LaFont seconded the motion.  
Motion carried unanimously.

- b. Discussion/Update: Review of draft CIP. Chad Rosacker, Airport Manager

Traci Alvarez passed out the most recent and finalized CIP spreadsheet for the board to review. Chad Rosacker stated that there have been some very recent changes. There wasn't a quorum at a previous meeting where they wanted to bring up the recent changes. This is a bit late in the game and is being submitted at the end of the week. There is potential additional funding that the airport can get

that they will be going after for doing quite large projects. Chad will be spending a good portion of this weekend at the airport taking pictures, videos and recording different areas; especially when it comes to the condition of the ramp areas, in between the hangars, and the main ramp area, the edges going around the entryways and such. He wants to make a case to help them along with getting some extra funding. After evaluation, the next project that was in line was to resurface the taxiway alpha, although it could use a resurfacing it is not in a condition that's horrible right now. The main ramp area and in between the hangars is becoming a serious risk and they need to do something about it. Unfortunately the rehabilitation of the A ramp only considers the A ramp itself, so that is basically from the south service pump over past the Pippen Hangar and over to the end of the jet parking area. And it's only a resurfacing like they did down the runway this year, which is wonderful, but there are areas of that ramp that are well past the need for just a resurfacing of that nature. What we've decided to do was the phase 1 design of the apron; they decided to roll the entitlement money over to 2023 and that would be the phase 1 design and that will give them more money to do more meaningful work to the apron. In the meantime, they will try and get funding elsewhere and make a plan for the entire apron and hangar areas. They did put the apron in front of taxiway alpha but they did roll everything over here so that they could roll them over for a more significant job done at that point.

2024, they have rehabilitation of the apron there. That is where they are putting it for right now, but if they get things done ahead of time, that will give them a little bit of extra money from the entitlement grants to help out for the construction.

2025, rehabilitation of the taxiway and they will also be making a plan to monitor the taxiway a little bit better and try to get ahead of any smaller areas and do spot checks and spot repaving of areas on the taxiway that look like they may start to have an issue. We will try to keep the maintenance up on that and make things a little bit better. And then we have the rehabilitation of the runway which of course we're not sure if that's going to be needed or not however with the number of years going by, it's a good thing to have in the schedule just in case because the FAA definitely takes that seriously.

We're keeping the AIP blank for the next year for now in case there are other items to fill that are of importance.

Even though 2027 is some years away, it is important to keep all of these years filled with meaningful and realistic items. The FAA is not only looking at this year's stuff, and when we have something that's been on our list then it's already been on their radar and we have a much better chance of perhaps even extra funding to get those things done if need be.

Member Mullenax asked about the state maintenance grant. Chad explained that it's a grant that they get once every 2 years, up to \$22,000.00 that they use part by part for 2 years for anything that has to do with the maintenance of the airport. They can buy equipment to help maintain it, they can buy the driveway sealant, anything that has to do with the maintenance of the airport.

- c. Discussion/Action: Recommendation to the City Commission for the request to Repeal Resolution No. 40 18/19 Establishing Fees for Fuel Charges at the Airport. Traci Alvarez, Assistant City Manager

Member Mullenax made a motion to Repeal Resolution No. 40 18/19 Establishing Fees for Fuel Charges at the Airport.

Vice-Chairman Shipley seconded the motion.

Motion carried unanimously.

- d. Discussion/Action: Recommendation to the City Commission for the installation of the Tetrahedron at the T or C Municipal Airport. Chad Rosacker, Airport Manager

Member Senn made a motion for the installation of the Tetrahedron at the T or C Municipal Airport.  
Vice-Chairman Shipley seconded the motion.  
Motion carried unanimously.

**REPORTS FROM THE BOARD:**

**REPORTS FROM STAFF:**

**SET TIME, PLACE, AND DATE FOR NEXT MEETING:**

(Traditionally meets quarterly on the 1<sup>st</sup> Tuesday of the month at 4:00 PM> However, regular meetings can be scheduled as needed.)

January 4, 2022 at 4:00 PM.

**ADJOURNMENT:**

There being no further business to come before the board, Chairman Gerald LaFont asked for a motion to adjourn the meeting.

Member Mullenax made a motion to adjourn the meeting.

Member Senn seconded the motion.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 4<sup>th</sup> day of January, 2022.

---

David Senn, Chairman





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

*Agenda Item #: H.4*

**SUBJECT:** Award Recommendation for Invitation to Bid (ITB) #21-22-00 3 to Bartoo Sand and Gravel, Inc. for Road Materials and Equipment Rental.

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** October 6, 2021

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

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

**Summary/Background:** ITB #21-22-003 Road Materials and Equipment Rental was advertised on August 13, 2021 and August 20, 2021 in the Sierra County Sentinel, Albuquerque Journal, and Las Cruces Sun News. Bids were due on September 14, 2021. No evaluations were performed as the ITB was for price only. Only one Bid was received from Bartoo Sand and Gravel.

**Recommendation:**

Recommendation for Award is Bartoo Sand and Gravel, Inc.

**Attachments:**

- Notice of Award to Bartoo Sand and Gravel, Inc.
- Acceptance of Award from Bartoo Sand and Gravel, Inc.
- Exhibit B Price Bid Form from Bartoo Sand and Gravel, Inc.

**Fiscal Impact (Finance):** Yes

Cost will be on an "As Needed Basis."

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

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

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

**Final Approval:** ☒ City Manager

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

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-13-2021



## City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 952-0490 Fax (575) 894-0363

### NOTICE OF AWARD

October 4, 2021

Jared Bartoo  
Bartoo Sand and Gravel, Inc  
PO Box 3769  
Truth or Consequences, NM 87901

Re: Notice of Award of ITB # 21-22-003 Road Materials and Equipment Rental

Dear Mr. Bartoo,

We are pleased to offer you the award for the Invitation to Bid (ITB) #21-22-003 for Road Materials and Equipment Rental.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Thursday, October 7, 2021 by 2:00 pm. You can return the acceptance letter to me via email at [procurement@torcnm.org](mailto:procurement@torcnm.org) or in person at 505 Sims Street, T or C.

I have attached a draft agreement for your review. Please review the agreement and let me know if you have any questions.

We will get your signature on the agreement once it has been approved by the City Commission on October 13, 2021. Please note that no purchases for this award can be executed until you receive an approved purchase order.

We look forward to the execution of this contract and to working with your firm. Should you have any questions, please do not hesitate to contact me at 575-952-0490.

Sincerely,

Donna R Gardner  
Procurement Manager

Attachments: Acceptance of Award Letter  
Agreement

**CITY OF TRUTH OR CONSEQUENCES  
ACCEPTANCE OF AWARD**

**ITB # 21-22-003 Road Materials and Rental Equipment**

**I, Jared Bartoo, accept the award for Invitation to Bid (ITB) # 21-22-003  
Road Materials and Rental Equipment as follows:**

**Term:                                      October 13, 2021 through October 12, 2022**

**Compensation:                      Per attached Price Agreement**

**Accepted by: Jared Bartoo**

**Date: 10-6-21**

**Please return this form to the Procurement Office no later than  
October 7, 2021 at 2:00 pm. The form can be emailed to:  
procurement@torcnm.org or hand deliver to City of Truth or  
Consequences, Procurement Office, 505 Sims Street, Truth of  
Consequences, NM 87901.**



EXHIBIT B PRICE FORM

**APPENDIX E  
BID FORM  
ITB #21-22-003  
ROAD MATERIALS AND EQUIPMENT RENTAL**

City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material and Equipment Rental required on an "as needed" basis.

From: Bartos Sand & Gravel, Inc.  
Name of Bidder  
Truth or Consequences NM. 87901  
City, State & Zip  
575.894.7181  
Phone Number  
hbar2sg@gmail.com  
Email Address:

Responding to Invitation for Bid No. ITB#21-22-003 due no later than 2:00 pm, September 14, 2021, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

**BID AS FOLLOWS:**

**\*\*NOTE, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), less applicable New Mexico Gross Receipts Tax.**

**This bid will be awarded based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, UNIT PRICE WILL GOVERN. Where there is a discrepancy between words and figures, WORDS WILL GOVERN.**

**Payment terms (OPTIONAL):** Bidder offers a 0 % discount for payments made within 30 days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

**PRICING FOR ROAD CONSTRUCTION MATERIALS  
SECTION 1 ASPHALT HOT MIX**

	COST PER TON
ASPHALT HOT MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
ASPHALT HOT MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 2 SUPER PAVE MIX**

	COST PER TON
SUPER PAVE MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
SUPER PAVE MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
SUPER PAVE MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 3 ASPHALT COLD MIX**

	COST PER TON
ASPHALT COLD MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
ASPHALT COLD MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 4 BASE COARSE 1"**

	COST PER TON
BASE COARSE AT PLANT (PER TON)	\$ 12. <sup>00</sup>
BASE COARSE DELIVERED TO SITE (PER TON)	\$ 14. <sup>00</sup>

**SECTION 5 CHIPS**

	COST PER TON
CHIPS ½" AT PLANT (PER TON)	\$ 25. <sup>00</sup>
CHIPS ½" DELIVERED TO SITE (PER TON)	\$ 27. <sup>00</sup>
CHIPS 3/8" AT PLANT (PER TON)	\$ 23. <sup>00</sup>
CHIPS 3/8" DELIVERED TO SITE (PER TON)	\$ 25. <sup>00</sup>

**SECTION 6 REDI-MIX**

	COST PER YARD
2500 PSI DELIVERED (PER YARD)	\$ 125. <sup>00</sup>
3000 PSI DELIVERED (PER YARD)	\$ 130. <sup>00</sup>
3500 PSI DELIVERED (PER YARD)	\$ 135. <sup>00</sup>
4000 PSI DELIVERED (PER YARD)	\$ 140. <sup>00</sup>
FIBER (PER YARD)	\$ 8. <sup>00</sup>
AER (PER YARD)	\$ 3. <sup>00</sup>
RETARDER (PER YARD)	\$ 3. <sup>00</sup>
SUPER P (PER YARD)	\$ 14. <sup>00</sup>
TEMP CONTROLS (PER YARD)	\$ 0 - Included

**SECTION 7 FLOWABLE FILL**

COST PER YARD	
FLOWABLE FILL DELIVERED TO SITE (PER YARD)	\$ 105. <sup>00</sup>

**SECTION 8 - CRUSHER FINES**

COST PER TON	
CRUSHER FINES DELIVERED TO SITE (PER TON)	\$ 11. <sup>00</sup>

**SECTION 9 PEA GRAVEL**

COST PER TON	
PEA GRAVEL AT PLANT (PER TON)	\$ 21. <sup>00</sup>
PEA GRAVEL DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 10 SCREENED ROCK**

COST PER TON	
SCREENED ROCK AT PLANT (PER TON)	\$ 21. <sup>00</sup>
SCREENED ROCK DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 11 PLASTER SAND**

COST PER TON	
PLASTER SAND AT PLANT (PER TON)	\$ 35. <sup>00</sup>
PLASTER SAND DELIVERED TO SITE (PER TON)	\$ 37. <sup>00</sup>

**SECTION 12 CONCRETE ROCK**

COST PER TON	
CONCRETE ROCK AT PLANT (PER TON)	\$ 21. <sup>00</sup>
CONCRETE ROCK DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 13 CONCRETE SAND**

COST PER TON	
CONCRETE SAND AT PLANT (PER TON)	\$ 21. <sup>00</sup>
CONCRETE SAND DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 14 FILL DIRT**

COST PER TON	
FILL DIRT AT PLANT (PER TON)	\$ 7. <sup>00</sup>
FILL DIRT DELIVERED TO SITE (PER TON)	\$ 9. <sup>00</sup>

**SECTION 15 3/16" SCREENED SAND #4 MINUS**

COST PER TON	
SCREENED SAND AT PLANT (PER TON)	\$ 13. <sup>00</sup>
SCREENED SAND DELIVERED TO SITE (PER TON)	\$ 15. <sup>00</sup>



### SECTION 16 RIP RAP

	COST PER TON
RIP RAP AT PLANT (PER TON)	\$ 50. <sup>00</sup>
RIP RAP DELIVERED TO SITE (PER TON)	\$ 55. <sup>00</sup>

### SECTION 17 SCALES

TRUCK SCALES	\$ 8. <sup>00</sup>
WEIGHT TICKET	\$ 2. <sup>00</sup>

### SECTION 18 EQUIPMENT RENTAL

	PER HOUR
TRAILER (BELLY) DUMP 4 HR MINIMUM	\$ 88. <sup>00</sup>
10 WHEELER 4 HR MINIMUM	\$ 75. <sup>00</sup>
CHIP SPREADER 10 HR MINIMUM	\$ 200. <sup>00</sup>
ROLLERS 8 HR MINIMUM	\$ 80. <sup>00</sup>
SWEEPERS 8 HR MINIMUM	\$ 80. <sup>00</sup>

### SECTION 19 MISCELLANEOUS CHARGES

FUEL CHARGE	\$ 30. <sup>00</sup>
DOUBLE DROP	\$ 80. <sup>00</sup>
DUMP TRUCK MINIMUM LOAD	\$ 4 tons
WAIT TIME CHARGE	\$ 2. <sup>00</sup> /minute after 1 Hour

Total price for Sections 1 - 16 (Materials)

\$ 1989.<sup>00</sup>

Total price for Sections 17-19 (Services)

\$ 643.<sup>00</sup>  
w/ minimum bump load +  
wait time

Total Price for All Products and Services

\$ 2,632.<sup>00</sup>

Pricing listed above shall be firm for the one year base period. Please list subsequent option periods below:

Option Year 2     3 % Material Escalation (Sections 1-16)

3 % Haul Escalation (Sections 17-19)

Option Year 3    2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

Option Year 4    2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below and submit the explanation with your bid.

I ☒ do meet specifications (check line as appropriate)

I ☐ do not meet specifications (check line as appropriate) for the following reasons:

In the space below (or on a separate sheet of paper), please list which product does not meet the specifications, why the product does not meet the specifications, and any alternative you may be suggesting:

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bartoo Sand & Gravel, Inc.  
Bidder Name

P.O. Box 3769  
Address

Tx. NM. 87901  
City, State, Zip Code

575-894-7181  
Telephone Number

  
Signature of Authorized Representative

Jared Bartoo  
Name of Authorized Representative

General Manager  
Title of Authorized Representative

9-13-21  
Date



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

*Agenda Item #: H.5*

**SUBJECT:** Approval of Contract with Bartoo Sand and Gravel, Inc.

**DEPARTMENT:** Finance Department

**DATE SUBMITTED:** October 6, 2021

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

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

**Summary/Background:** ITB #21-22-003 Road Materials and Equipment Rental was advertised on August 13, 2021 and August 20, 2021 in the Sierra County Sentinel, Albuquerque Journal, and Las Cruces Sun News. Bids were due on September 14, 2021. No evaluations were performed as the ITB was for price only. Only one Bid was received from Bartoo Sand and Gravel.

**Recommendation:**

Approval of Contract with Bartoo Sand and Gravel, Inc. 10/13/21 through 10/12/22

**Attachments:**

- Contract with Bartoo Sand and Gravel, Inc.
- 

**Fiscal Impact (Finance): Yes**

Cost will be on an "As Needed Basis."

**Legal Review (City Attorney): Yes**

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

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

**Final Approval:** ☒ City Manager

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

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-13-2021



**CITY OF TRUTH OR CONSEQUENCES  
AGREEMENT FOR  
ROAD MATERIALS AND EQUIPMENT RENTAL**

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of October, 2021, by and between City of Truth or Consequences, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City"), and Bartoo Sand and Gravel, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the City issued an Invitation for Bids for a Price Agreement for Road Materials and Equipment Rental, ITB No. 21-22-003; and

WHEREAS, the Contractor submitted its bid, dated September 13, 2021, in response to ITB No. 21-22-003; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope

The Contractor shall be required to provide Road Material and Equipment Rental required on an as needed basis to the City in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guarantee of any quantities implied. (See the attached scope of work and specification and applicable specifications in Exhibit A, ITB #21-22-003).

2. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with three (3) one-year options not to exceed four-(4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement. Agreement renewal is not automatic and can only be implemented upon action of the City.

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bids may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar day notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

7. Automatic Termination

This contract will terminate automatically at the end of 365 calendar days from the date of execution of this Agreement. The City will not be required to give written notice. As per paragraph 2, the City maintains its option to renew the contract by giving written notice to the Contractor at least 30 days prior to the expiration of any given one year term.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in **Exhibit B** (Bid Form) of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall be submitted on a monthly basis to the Streets Department or the Accounts Payable Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's

Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

#### 10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

#### 11. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the City shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the City. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the City of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond,



insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

**12. Indemnity**

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

**13. Insurance**

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

**A. 1. Workers Compensation – Statutory**

## **2. Employers Liability - \$1,000,000**

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

### **B. Commercial General Liability with ISO CG0001 07/98**

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

### **C. Business Automobile Liability**

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):  
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

### **D. Independent Contractors: Included**

### **E. Contractual Liability: Included**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the City.

## **14. Approval of Insurance**

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or

insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

**15. Increased Limits**

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

**16. Reports and Information**

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

**17. Audits and Inspections**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**18. Record Ownership**

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

**19. Publication, Reproduction and Use of Material**

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**20. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**21. Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.



22. Conflict of Interest

The Contractor warrants that he 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 work required under this Agreement.

23. Scope of Agreement

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

The official name and address of the Contractor is:

Bartoo Sand and Gravel, Inc.  
PO Box 3769  
Truth or Consequences, NM 87901

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and city and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

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

33. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

35. Attachments:

- Exhibit A: ITB No. 21-22-003 # Road Materials and Equipment Rental
- Exhibit B: Bid Form (submitted by Contractor)

IN WITNESS WHEREOF, the City of Truth or Consequences and the Contractor, Bartoo Sand and Gravel, Inc. have executed this Agreement as of October 13, 2021:

By: \_\_\_\_\_  
City of Truth or Consequences

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

By: \_\_\_\_\_  
City's Legal Counsel –Certifying legal sufficiency

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

By: \_\_\_\_\_  
Contractor

Date: 10-6-21

**City of Truth or Consequences**  
**STATE OF NEW MEXICO**



**INVITATION FOR BIDS (ITB)**

**Road Materials and Equipment Rental**

**REVISION #1 8/18/2021**

**REVISION #2 8/24/21 (Addendum #1)**

**ITB#21-22-003**

**CITY OF TRUTH OR CONSEQUENCES PURCHASING  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901**

**ORIGINAL ISSUED: 8/16/2021**

**REVISION #1 ISSUED: 8/18/2021**

***REVISION #1 REPLACES ENTIRE ORIGINAL ITB ISSUED 8/16/2021***

**BID OPENING: 09/14/2021 2:00 pm MST**



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## **I. INTRODUCTION**

The City of Truth or Consequences is requesting bids to establish an indefinite quantity nonexclusive multi-year pricing agreement for Road Materials and Equipment Rental. An Indefinite Quantity Nonexclusive Pricing Agreement will be issued resulting from this Invitation to Bid (ITB). The City of Truth or Consequences shall issue individual purchase orders for the materials contained in the Pricing Agreement on an "as needed" basis.

### **A. PURPOSE OF THIS INVITATION FOR BIDS**

The City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Materials and Equipment Rental required on an "as needed" basis. The City administers a variety of activities, which require the procurement of road materials and equipment rentals.

A Pricing Agreement (Contract) will be issued for a one (1) year period with three (3) one-year options for renewal. Purchase Orders will be issued within the applicable fiscal year subject to availability of funding. A Purchase Order is required prior to the delivery of any material under this agreement. No material shall be accepted or delivered without a Purchase Order and prior receipt of written certifications by an approved testing laboratory.

Material requirements and related specifications are contained in the Section IV of this ITB.

### **B. SUMMARY OF CRITICAL INFORMATION**

1. Deadline for receipt of sealed bids: **SEPTEMBER 14, 2021, 2 PM MST**
2. Address for Delivery of sealed bids: 505 Sims, Truth or Consequences, NM 87901
3. Bid Opening Time and Date: **SEPTEMBER 14, 2021 2:00 PM MST**
4. Bid Opening Location: 505 Sims, Truth or Consequences, NM 87901

Potential Bidders are highly encouraged to read this entire solicitation as important information, including mandatory requirements, is contained in other places within this ITB.

### **C. SUMMARY SCOPE OF WORK**

This procurement will be conducted in accordance with the New Mexico State Procurement Code as required by 13-1-111 NMSA 1978. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

The scope of work consists of providing the products or services specified herein. The City performs the maintenance and repair of all streets within Sierra County and is requesting bids to provide the materials needed for that maintenance and repairs along with equipment rental.



#### **D. PROCUREMENT OFFICER/MANAGER**

The City of Truth or Consequences has designated a Procurement Manager who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Procurement Manager in writing. Bidders may contact **ONLY** the Procurement Manager regarding the procurement. Other City employees do not have the authority to respond on behalf of the City of Truth or Consequences.

Name: Carol Kirkpatrick, Finance Director and Procurement Manager (Contact)  
Name: Tammy Gardner, Interim Chief Procurement Officer  
Address: 505 Sims Street, Truth or Consequences, NM 87901  
Telephone: 575-740-7323  
Fax: 575-894-0363  
Email: [procurement@torcnm.org](mailto:procurement@torcnm.org)

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other City employees do not have the authority to respond to questions.
2. **Protests of the solicitation or award must be submitted in writing to the Procurement Manager identified in Section II.B.12.** As a Procurement Manager has been named in this Invitation for Bids, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY** protests delivered directly to the Procurement Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.

#### **E. PROPOSAL DELIVERY**

All deliveries of proposals via express carrier, courier, or hand delivery, must be addressed and submitted as follows (including the hard-copy requirement):

Name: Chief Procurement Officer/Manager  
Reference RFP Name: ITB #21-22-003 Road Materials and Rental Equipment  
Address: 505 Sims Street  
Truth or Consequences, NM 87901

Electronic proposals will not be accepted.

#### **F. DEFINITION OF TERMINOLOGY**

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

**"Bidder"** is any person, corporation, or partnership who chooses to submit a sealed bid.

**"Board of City Commissioners"** (also **"BCC"**) means the elected board in whom all powers of the City are vested and who are responsible for the proper and efficient administration of the City government.

**Chief Procurement Officer"** means the person or designee authorized by the City to manage or administer a competitive procurement.

**"Close of Business"** means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

**"Contract" or "Agreement"** means a written agreement for the procurement of items of tangible personal property or services.

**"Contractor"** means a successful Bidder who enters into a binding contract.

**"City"** means the City of Truth or Consequences, State of New Mexico.

**"Determination"** means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

**"F.O.B. Destination"** means goods are to be delivered to the destination designated by the user which is the point at which the user accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause a bid to be declared nonresponsive.

**"Heavy road equipment"** means any motor-driven vehicle or apparatus capable of use for earth moving or mixing components which has an aggregate value or price of over one thousand dollars (\$1,000).

**"Invitation for Bids" or "ITB"** means all documents, including those attached or incorporated by reference, used for soliciting sealed bids.

**"Local public body"** means every political subdivision of the state and the agencies, instrumentalities and institutions thereof, including two-year post-secondary educational institutions, school districts and local school boards and municipalities, except as exempted pursuant to the Procurement Code.

**"Mandatory"** refers to the terms "must", "shall", "will", "is required" or "are required" which identify a mandatory item. Failure to meet a mandatory item or factor may result in the rejection of the submitted bid.

**"MDT" & "MST"** mean Mountain Daylight Time (MDT) and Mountain Standard Time (MST). Usage is dependent on which is in effect on the date specified.

"Pricing Agreement" means an indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Procuring agency of the City" means the department or other subdivision of the City of Truth or Consequences that is requesting the procurement of services or items of tangible personal property.

"Product" means an item of tangible personal property which is defined in the New Mexico Procurement Code as tangible property other than real property having a physical existence, including but not limited to supplies, equipment, materials and printed materials.

"Purchase Order" or "PO" means the document which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing, valid Contract.

"Purchasing" means City of Truth or Consequences Purchasing Office or the City of Truth or Consequences Chief Procurement Officer.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this Invitation for Bids.

"Responsive Bid" means a timely submitted bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. Material respects of an Invitation for Bids include, but are not limited to, price, quality, quantity and delivery requirements.

"Services" means the furnishing of labor, time or effort by a Contractor not involving the delivery of a specific end product other than reports and other materials which are merely incidental to the required performance. "Services" does not include construction.

"State agency" means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of the State of New Mexico.

"Successful Bidder" means the lowest priced Responsible Bidder to whom City of Truth or Consequences, on the basis of the City's evaluation, makes an award. A Successful Bidder does not become a Contractor until the City signs the Contract signed and submitted by the Bidder. **Successful Bidders should not provide products prior to their receipt of an approved Purchase Order.**

## **G. RESIDENT BUSINESS PREFERENCE**

The New Mexico Procurement Code provides for preference for resident businesses and Contractors under certain conditions. If applicable, the preference will be provided to those



bidders that have provided a valid resident business preference certificate with their bid, as required by 13-1-22 NMSA 1978.

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its current New Mexico Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department. Points will be added for one or the other, but not both.

For more information, reference Sections 13-1-21 and 13-1-22 of the New Mexico Procurement Code. Preference applications are available for download at:

Resident Business:

<http://www.tax.newmexico.gov/SiteCollectionDocuments/acd-bp0001.pdf>

## **H. RESIDENT VETERAN BUSINESS PREFERENCE**

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for a Bidder to receive preference as a Resident Veteran Business, that Bidder must submit a copy of their Resident Veteran Business Preference Certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable.

For more information and application forms, go to:

<http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx>

## **I. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, ITB Amendments, etc.

[http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php).

## II. CONDITIONS GOVERNING THE PROCUREMENT

This section contains the schedule for the procurement, describes the major procurement events, and contains the general conditions and requirements that the Bidder agrees to by submitting a bid in response to this ITB.

### A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<b>ACTION</b>	<b>RESPONSIBILITY</b>	<b>DATE</b>
1. Issue ITB	City of T or C	8/16/21
2. Return of "Acknowledgment of Receipt" Form	Potential Bidders	8/26/21
3. Deadline to Submit Written Questions	Potential Bidders	9/1//21
4. Response to Written Questions	Procurement Manager	9/7/21
5. Deadline for Submission of Sealed Bids	Potential Bidders	9/14/21 2:00 pm MST
6. Public Opening	Purchasing, Bidders, General Public	9/14/21 2:30 pm MST
7. Bid Tabulation*	Purchasing	9/14/21
8. Finalize Contractual Agreements*	Agency/Finalist Offeror	9/15/21
9. Award Recommendation and Contract Submitted to the City Commission(*) (**)	Procurement Manager	9/22/21 9:00 am MST
10. Notice of Award and Contract give to successful offeror*	Procurement Manager	9/22/21
11. Protest Deadline*	Bidders	10/07/2021 5:00 PM

\*Dates indicated in Events 8 through 11 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

\*\*Pricing Agreement award shall be subject to approval of the City Commissioner.

### B. EXPLANATION OF SEQUENCE OF EVENTS

The following paragraphs further detail the activities listed in the sequence of events shown in Section II, Paragraph A.

#### 1. Issue Invitation to Bid (ITB)

This ITB is being issued by the City of Truth or Consequences Procurement Manager on behalf of the City of Truth or Consequences.

## 2. Acknowledgement of Receipt Form

Potential Offerors may hand deliver, e-mail or sent by registered or certified mail the Acknowledgement of Receipt Form (APPENDIX A), to the Procurement Manager identified in Section I.D. at [procurement@torcnm.org](mailto:procurement@torcnm.org) to have their organization placed on the procurement Distribution List. The form must be returned to the Procurement Manager as indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the ITB. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this ITB. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.H.). Responses to written questions and any amendments to the ITB can be found in the procurement library Section I.H.

## 3. Deadline to Submit Written Questions

Potential bidders may submit written questions as to the intent or clarity of this ITB until the close of business on the date indicated in Section II.A (Sequence of Events), above. All written questions must be sent by e-mail to the Procurement Manager (See Section I. D.)

## 4. Response to Written Questions/ITB Amendments

Written responses to written questions and any ITB amendments will be posted to the City of Truth or Consequences Purchasing Office web site:

[http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php)

## 5. Submission of Bids

**BIDS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 2:00 PM MST ON THE DATE INDICATED IN SECTION II.A (SEQUENCE OF EVENTS), ABOVE. BIDS RECEIVED AFTER THIS DEADLINE FOR ANY REASON WILL BE RETAINED UNOPENED AND NOT CONSIDERED.**

The date and time of receipt will be recorded on each bid. Bids must be addressed and delivered to the Procurement Manager at the delivery address listed in Section I. D. Bids must be sealed and should be labeled on the outside bottom left-hand corner of the package to clearly indicate that they are in response to the "ROAD MATERIALS AND EQUIPMENT RENTAL." and should reference "ITB#21-22-003" and should show the opening date and time. Bids submitted by facsimile or other electronic means **WILL**



**NOT BE ACCEPTED.** A public log will be kept of the names of all persons or companies submitting bids.

**6. Public Opening**

All bids timely received will be opened and read aloud in a public forum at the City of Truth or Consequences, 505 Sims, Truth or Consequences, NM 87901 on the date and time indicated in Section II.A (Sequence of Events), per NMSA 1978, Section 13-1-107 (1984).

At the bid opening, the amount of each bid and each bid item, if appropriate, and such other relevant information as may be specified by the Procurement Manager, together with the name of each bidder, will be recorded, and the record and each bid will be open to public inspection.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our Public Bid Opening, please contact the Procurement Manager (see Section I.D, above.) at least seven (7) days prior to the scheduled bid opening.

**7. Bid Tabulation**

After the public opening, the bids will be assessed for responsiveness. Responsive bids will be tabulated (price compared) to identify the lowest price(s) submitted. During this time, the Procurement Manager may, at his/her option, initiate discussions with Bidders for the purpose of clarifying aspects of the bids, but bids may be accepted and considered without such discussion. Discussions SHALL NOT be initiated by the Bidders.

**8. Finalize Contractual Agreements**

After the bid tabulation in #7, a contract will be negotiated with the apparent and most advantageous Offeror. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process. The award and contract is subject to appropriate City Commission approval and signature(s).

All terms and conditions of the ITB will remain unchanged for the duration of any resulting agreement(s) and will supersede and take precedence over any bidder agreement forms.

**9. Award Recommendation and Contract Submitted to the City Commission**

Award recommendation and Contract will be submitted to the City Commission for approval as indicated in Section II.A, Sequence of Events or as soon as possible thereafter.

**10. Notice of Award and Contract Given to Successful Offeror**

Upon receipt of the signed contractual agreement, the City's Procurement office will submit award and contract as per Section II.A., Sequence of Events, or as soon as possible thereafter to successful offeror.

**11. Protest Deadline**

Any protest by a Bidder must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA. The fifteen (15) day protest period for the protest of an award shall begin on the day following the Contract award and will end at 5:00 PM MST on the date indicated in Section II.A (Sequence of Events), above. The Protest period concerning this solicitation shall begin on the day following the initial advertisement and posting of the solicitation. Please be advised that all Protests must be written and must include the name and address of the protestor and the Invitation for Bids number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Procurement Manager. The protest must be delivered to the Procurement Manager at:

City of Truth or Consequences  
Procurement Manager  
505 Sims, Truth or Consequences, NM 87901

NOTE: Protests received after the deadline will not be accepted.

**C. GENERAL REQUIREMENTS**

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978).

**1. Acceptance of Conditions Governing the Procurement**

Bidders must indicate their acceptance of the Conditions Governing the Procurement in the Letter of Transmittal Form (see Appendix B).

**2. Incurring Cost**

Any cost incurred by the bidder in preparation, transmittal, presentation of any proposal or material or negotiation associated with their response to this ITB shall be borne solely by the bidder.

**3. Prime Contractor Responsibility**

Any Contract that may result from this ITB shall specify that the prime Contractor is solely responsible for fulfillment of the Contract with the City. The City will only make Contract payments to the prime Contractor.

**4. Subcontractors**

Not Applicable.

**5. Amended Bids**

A Bidder may submit an amended bid before the deadline for receipt of bids. Such amended bids must be complete replacements for a previously submitted bid and must be clearly identified as such in the transmittal letter. City personnel will not merge, collate, or assemble bid materials.

**6. Bidders' Rights to Withdraw Bid**

Bidders will be allowed to withdraw their bids at any time prior to the deadline for receipt of bids. The Bidder must submit a written withdrawal request signed by the Bidder's duly authorized representative addressed to the Procurement Manager be permitted to withdraw the bid upon written request prior to award at the discretion of the City.

**7. Bid Offer Firm**

Responses to this ITB will be considered firm for ninety (90) days after the due date for receipt of bids.

**8. No Obligation**

This procurement in no manner obligates the City of Truth or Consequences or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Procurement Manager and other required approval authorities and one or more valid Purchase Orders are issued.

**9. Termination**

This ITB may be canceled at any time and any and all bids may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

**10. Sufficient Appropriation**



Any Contract awarded as a result of this ITB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending written notice to the Contractor. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

#### 11. Legal Review

The City requires that all bidders agree to be bound by the General Requirements contained in this ITB. Any bidder's concerns must be promptly brought to the attention of the Procurement Manager.

#### 12. Governing Law

This procurement and any Agreement with bidders that may result shall be governed by the laws of the State of New Mexico.

#### 13. Basis for Bid

Only information supplied by the City in writing through the Procurement Manager or in this ITB should be used as the basis for the preparation of bids.

#### 14. Contract Terms and Conditions

The contract terms and conditions can be found in Appendix F.

#### 15. Bidder Qualifications

The City may make such investigations as necessary to determine the ability of the Bidder to adhere to the requirements specified within this ITB. The City will reject the bid of any Bidder who is not a responsible Bidder or fails to submit a responsive bid as defined in Sections 13-1-82 and 13-1-84 NMSA 1978.

Bidders must, upon request of the City, provide information and data to prove that the financial resources, production or service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The City reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

#### 16. Right to Waive Minor Irregularities

The City reserves the right to waive minor irregularities. The City also reserves the right to waive mandatory requirement(s) provided that all of the otherwise responsive bids failed to meet the same mandatory requirement(s) or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the City.

#### **17. Change in Contractor Representatives**

The City reserves the right to require a change in Contractor representatives if the assigned representatives are not, in the opinion of the City, meeting its needs adequately.

#### **18. Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

#### **19. City Rights**

The City reserves the right to accept all or a portion of a Bidder's bid and to award to the Bidder whose bid is deemed to be in the best interest of the City.

#### **20. Ownership of Bids**

All documents submitted in response to the ITB shall become the property of the City. However any technical or user documentation submitted with the bids of non-selected Bidders may be returned after the expiration of the protest period, by request, and at the expense of the Bidder.

#### **21. Ambiguity, Inconsistency or Errors in ITB**

Bidders shall promptly notify the Procurement Manager, in writing, of any ambiguity, inconsistency or error which they discover upon examination of the ITB.

#### **22. Competition**

By submitting a bid, bidder certifies that they have not, either directly or indirectly, entered into any action in restraint of full competition in connection with the bid submitted to the City.

#### **23. Use by Other Government Agencies**

By submitting a bid, Bidder indicates that they understand and agree that other local public bodies and state agencies within the State of New Mexico, if allowed by their governing directives, may contract for the goods or services included in this procurement document with the awarded Contractor(s). Contractual engagements accomplished under this provision shall be solely between the awarded Contractor and the contracting government entity with no obligation or liability by the City of Truth or Consequences.

#### **24. Confidentiality**

Any confidential information provided to, or developed by, the Contractor in the performance of any Agreement resulting from this ITB shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City of Truth or Consequences.

**25. Delivery and Failure to Meet Order Provisions**

- a. **No Delivery Before Purchase Order is Issued:** No Bidder, including a Bidder to whom an award is made, shall deliver any item of tangible personal property prior to the issuance of a Purchase Order issued by the City of Truth or Consequences Purchasing Department.
- b. **Failure to Meet Order Provisions:** The City reserves the right to cancel all or any part of an order without cost to the City, if the Contractor fails to meet the provisions of that order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default.

**26. City Furnished Property**

Not Applicable

**27. Discounts**

The Bid Form provides a space for the Bidder to identify prompt payment terms the Bidder is offering, if any. Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the Contract. Discounted time will be computed from the date of receipt of the merchandise, invoice or billing for services, whichever is later.

**28. Packing, Shipping and Invoicing**

- a. The City's Purchasing Order number and the Contractor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.
- b. The Contractor's invoice shall be submitted and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- c. Invoices must be submitted to the City of Truth or Consequences Finance Department, Attn. Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901 and NOT to the using agency.



## **29. Electronic Mail Address Required**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Bidder must have a valid e-mail address to receive correspondence.

## **30. Use of Electronic Versions of this ITB**

This ITB is being made available by electronic means. If accepted by such means, the potential Bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the potential Bidder's possession and the version maintained by the City, the version maintained by the City shall govern.

## **31. Samples**

Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidder's expense. Each sample must be labeled to clearly show the bid number and item number to which it pertains. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

## **32. Award Rights**

Bids will be evaluated on the base of the lowest cost for each item listed in the cost table. Bids will be evaluated on the base bid without gross receipts tax or any optional local tax. However, if the bid is a Unit Price Bid and there is a discrepancy between the amount shown as the Base Bid and the actual total amount of the Bid Items determined by multiplying the Unit Price shown for each Bid Item by the Estimated Quantity shown for that Bid Item and adding each such amount, it will be awarded to the lowest responsive and responsible Bidder on the actual total amount of the Bid Items excluding gross receipts tax or any optional local tax.

## **33. Addenda**

Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Procurement Manager in the form of a written addendum. Any addenda shall become a part of this bid.

It is the responsibility of all persons or businesses considering submitting a bid in response to this solicitation to ensure that they have received all addenda prior to making a bid. Addenda will be posted to the Purchasing Department web site at [http://www.torcnm.org/departments/finance/public\\_invitation\\_for\\_bidders.php](http://www.torcnm.org/departments/finance/public_invitation_for_bidders.php) prior to the due date for the receipt of bids.

### **III. RESPONSE REQUIREMENTS**

This section tells prospective Bidders how to prepare and submit their bid in response to this ITB.

#### **A. NUMBER OF RESPONSES**

Bidders are required to bid on all items to this ITB provided that meet or exceed product specifications. In the event exceptions are taken, the Bidder must state any exception to the specifications and/or scope of work. It is the responsibility of the Bidder to certify that the materials provided under any resulting purchase order shall meet the specification requirements of this ITB. **Each Bidder must provide with their return bid the written certification and/or exceptions as provided for on Appendix B of this ITB. Failure to provide this certification with your return bid shall serve as a basis for rejecting your bid without further consideration.**

#### **B. NUMBER OF COPIES**

Bidders shall deliver one (1) signed and sealed original bid and one (1) copy to the location specified in Section I.D on or before the closing date and time for receipt of bids.

#### **C. BID CONTENTS AND PROPOSAL FORMAT/SUBMITTAL**

***All bids shall contain the following (failure to do so may result in your bid being deemed non-responsive):***

1. Signed Letter of Transmittal (Appendix B)
2. List of references, a minimum of three (3) customers that have purchased similar materials and rental equipment through your company. Include company name, mailing address, phone number, email address, and contact name.
3. Statement of qualifications, including a description of your experience in the sale and delivery of road materials as listed in the Scope of Work.
4. Signed Campaign Contribution Form (Appendix C)
5. Conflict of Interest-Debarment/Suspension Certification Form (Appendix D)
6. Proof of Liability Insurance
7. State of New Mexico Business License
8. New Mexico Business Preference Certificate (If applicable) \*
9. New Mexico Resident Veterans Business Preference Certificate (if applicable)\*
10. Bid Form (Appendix E)
11. Delivery schedule. Provide a written guaranteed delivery after receipt of order (ARO).

**\*Note:** In order to receive a New Mexico Preference, bids **MUST** contain one of the following items:

1. Completed and signed New Mexico Resident Preference Certificate (if applicable).

2. Completed and signed New Mexico Resident Veteran Preference (if applicable).

Failure of Bidder to complete and submit required bidding documents, in accordance with all instructions provided, is cause for rejection of their bid.

#### **D. BID SUBMITTAL REQUIREMENTS**

Bids must be submitted in a sealed envelope. The bid title, the bid number and the opening date and time should be clearly indicated on the bottom left hand side of the front of the envelope. The Bidder's name shall also appear on the envelope. Failure to properly label the bid envelope may necessitate the premature opening of the bid in order to identify the bid number.



#### IV. SPECIFICATIONS AND REQUIREMENTS

A. This section details the minimum requirements and specifications for products or services sought by the City. It also provides information on the City's use and intent in providing the specifications, as well as instructions for potential Bidders that may not feel the specifications are fair, achievable or are otherwise unacceptable.

	<u>MIN ORDER</u>	<u>PIGGYBACK MIN</u>	<u>TOTAL ESTIMATED QUANTITY</u>
<b>MATERIALS:</b>			
ASHPALT HOT MIX	200 TONS	300 TONS	1000 TONS
SUPER PAVE	200 TONS	300 TONS	500 TONS
COLD MIX	15 TONS	50 TONS	2000 TONS
BASE COURSE 1"	15 TONS	50 TONS	35000 TONS
CHIPS "1/2"	15 TONS	50 TONS	2000 TONS
CHIPS "3.8"	15 TONS	50 TONS	2000 TONS
REDI MIX CONCRETE CLASS E 2500 Psi 3000 Psi 3500 Psi 4000 Psi	4 YDS	10 YDS	700 YDS
FILLABLE FILL CRUSHER FINES	Unknown 15 TONS	Unknown 50 TONS	Unknown 2000 TONS
PEA GRAVE	15 TONS	50 TONS	700 TONS
SCREENED ROCK SECTION	15 TONS		
PLASTER SAND	20 TONS	55 TONS	500 TONS
CONCRETE ROCK SECTION	15 TONS	50 TONS	500 TONS
CONCRETE SAND	15 TONS	50 TONS	200 TONS
FILL DIRT	10 TONS	45 TONS	4500 TONS

SCREENED SAND 3/16"	20 TONS	55 TONS	200 TONS
RIP RAP	10 TONS	45 TONS	500 TONS

## **ASPHALT HOT MIX**

### **SECTION 1 --ASPHALT HOT MIX**

1. Plant mix asphalt concrete shall be in accordance with Section 401 of the New Mexico State Highway Standard Specifications for Road and Bridge Construction, Current Edition, except for special provisions inserted below:
2. **COMPOSITION OF MIXED MATERIALS:** The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, combined, and mixed with asphalt in such proportions that a uniformly graded mixture will result, which is in substantial conformance with the specifications herein provide:

SIEVE DESIGNATION	PASSING SQUARE MESH SIEVES
½"	100
3/8"	70-98
NO.4	45-70
NO.10	30-50
NO.40	15-25
NO.200	4-8

The type and grade bituminous material shall be asphalt cement, type AC-10 as per attached special provisions. The amount of bituminous material to be within the range of from 5.5% to 9% asphalt, by weight of total mix, and shall be maintained within plus or minus 0.5 percent, Type 85-100 penetration grade asphalt may be substitute for AC-10 grade asphalt.

3. **MIXING EQUIPMENT:** The mixing plant shall dry, size, blend, and mix the mineral aggregate and the bituminous material uniformly. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.
4. **MATERIALS:** Under Section 402.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of Subsection 402.28 "Anti-Stripping Agents" in its entirety and substitute the following:

#### **MINIMUM BID SPECIFICATIONS**

##### **ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS**

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Hot Mix Plant through an in-line blending system, as directed by the City or its designee."

5. **QUANTITIES:** The City will place the order in advance for at-plant asphalt and will verify need within 48 hours prior to pick up time. Vendor will not mix out materials until a

City truck is at plant site. Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 200 tons.

6. **PRICES:** The price for plant hot mix asphalt shall be stated on a per-ton basis. The price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

7. **PLANT LOCATION:** The distance of the main plant from the City Road Section of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\* END OF SECTION 1 \*\*\*

## **SECTION 2 -SUPER PAVE**

1. Plant mix asphalt concrete shall be in accordance with Section 401 and Sub-Sections 420, 421 and 422 of the New Mexico Standard Specifications for Road and Bridge Construction, Current Edition, except for special provision inserted below:

2. **COMPOSITION OF MIXED MATERIALS:** The bituminous plant mix shall be composed of a mixture of aggregate and bituminous material. The several aggregate fractions shall be sized, combined, and mixed with asphalt in such proportions that a uniformly graded mixture will result, which is in substantial conformance with the specifications herein provided:

3. **MIXING EQUIPMENT:** The mixing plant shall dry, size, blend, and mix the mineral aggregate and the bituminous material uniformly. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.

4. **MATERIALS:** Under Section 402.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of Subsection 402.28 "Anti-Stripping Agents" in its entirety and substitute the following:

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Hot Mix Plant through an in-line blending system, as directed by the City or its designee."

5. **QUANTITIES:** The City will place the order in advance for at-plant asphalt and will verify need within 48 hours prior to pick up time. Vendor will not mix out materials until a City truck is at plant site. Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 200 tons.

C. **PRICES:** The price for plant hot mix asphalt shall be stated on a per-ton basis. The



price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

D. PLANT LOCATION: The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\* END OF SECTION 2 \*\*\*

### SECTION 3--COLD MIX

1. Plant mix asphalt concrete shall be in accordance with Section 310 of the New Mexico Standard Specifications for Road and Bridge Construction, Current Edition, except for special provisions inserted below:

2. COMPOSITION OF MIXED MATERIALS: The aggregate and bituminous materials shall be mixed in a central plant or mixed in place. Aggregate and bituminous material shall be thoroughly mixed so that the bituminous material is uniformly distributed throughout the mixture and all aggregate particles are completely coated. If moisture is added to the mixture, the percentage shall be established by the Project Manager/Road Supervisor.

Bituminous treated base shall be constructed in conformity with the requirements of Section 304- Base Course & Subbase, for either method of mixing. The surface upon which bituminous treated base is to be placed shall be cleaned of all loose and deleterious materials, shall be free from frozen material, and shall meet the applicable density requirements of Section 207- Subgrade Preparation and Section 304-Base Course & Subbase.

3. MIXING EQUIPMENT: The aggregate, water when required, and bituminous material, shall be mixed in a stationary pugmill capable of producing a uniformly mixed product. Mixing time shall be sufficient to thoroughly and satisfactorily coat all aggregate.

4. MATERIALS: Under Section 310.2 of the NMSHD Standard Specifications for Road and Bridge Construction, Current Edition, delete the second sentence of subsection 402.28, "Anti- Stripping Agents" in its entirety and substitute the following:

"Unless otherwise provided, the required amount of anti-stripping agent shall be added at the Cold Mix Plant through an in-line blending system, as directed by the City or its designee."

5. QUANTITIES: Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 300 tons.

6. PRICES: The price for plant cold mix asphalt shall be stated on a per-ton basis. The price for the anti-stripping agent shall be stated separately on a per unit basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site, and finally for delivered at site and in place.

7. PLANT LOCATION: The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\*END OF SECTION 3 \*\*\*

#### **SECTION 4 --BASE COURSE**

1. BASE COURSE: Vendor to provide 1" base course in accordance with Section 304 of the New Mexico State Highway Department Standard Specification for Road and Bridge Construction, Current Edition. Material to be sized in accordance with Table 304, "Base Course and Subbase Gradation" meeting gradation under Class No. "II-8".

SIEVE SIZE	% PASSING
1"	100
3/4"	85-100
No. 4	40-70
No. 10	30-55
No. 200	4-12

**Two Fractured Faces**

**50 or More**

**(Plus 4 Material)**

**Liquid Limit**

**25 or less**

2. PRICES: Prices shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.

3. QUANTITIES: Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 15 tons.

4. PLANT LOCATION: The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\* END OF SECTION 4 \*\*\*

#### **SECTION 5 -- CHIPS**

1. CHIPS: Vendor to provide chips in accordance with Section 410--"Bituminous

Surface Treatment" of the New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Current Edition. Gradations shall be ½" and 3/8". Variation from specified gradation shall only be made with the written approval of the City or its designee.

2. **QUANTITIES:** Material to be picked up at vendor's plant. No minimum order requirement when plant is in operation. Minimum order for plant start-up will be 15 tons.

3. **PRICES:** The price for each size of chips shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.

4. **PLANT LOCATION:** The distance of the main plant from the City Limits proper the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\*END OF SECTION 5\*\*\*

## SECTION 6 -REDI-MIX CONCRETE

I. **REDI-MIX CONCRETE:** Vendor to provide Redi-mix Concrete in accordance with Section 510—"Portland Cement Concrete" of the New Mexico State Highway Department Standard Specifications for Road and Bridge Construction, Current Edition. Concrete should be of a five (5) bag per cubic yard mixture. Class "E" in accordance with 510.12. Redi-mix Concrete shall meet gradation in accordance with ASTM Design Specification C-67. Fly Ash shall be utilized in accordance with 510.28 "fly Ash" of the New Mexico State Highway Department Standard Specification for Road and Bridge Construction, Current Edition. The Fly Ash shall meet the chemical and physical requirements of ASTM C-618 for the class of Fly Ash specified with the following exceptions:

## MINIMUM BID SPECIFICATIONS

### ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS

#### PHYSICAL REQUIREMENTS

#### MINERAL ADMIXTURE CLASS

Fineness:

Amount retained when wet-sieved  
on No. 325 sieve

F

C

34

34 max

Pozzolanic Activity Index:



with portland cement, at 28 days min., percent of control	75	75 max
With lime, at 7 days min., psi.	800	800
Water requirements, max., % of control	105	105
Soundness:		
Autoclave expansion or contraction	0.8	0.8 max
Uniformity Requirements:		
The specific gravity and fineness of individual samples shall not vary from the average established by the ten preceding test; or by all preceding tests if the number is less than ten, by more than;		
Specific Gravity; max variation from average %	5	5 max
Percent Retained on No. 325, max.		
Variation, percentage points from average	5	5
Reactivity with Cement Alkalies:		
Reduction of mortar expansion at 14 days in accordance with ASTM Method C441, min. percent	60	60

#### CHEMICAL REQUIREMENTS

Silicon Dioxide, plus Aluminum Oxide, plus Iron oxide	70%	50% min.
Sulfur Trioxide	5%	5% max.
Moisture Content	3%	3% max
Loss on Ignition	12%	6% max
Magnesium Oxide	5%	5% max
Available Alkalies, as NaO	1.5%	1.5% max

2. QUANTITY: Estimated quantity to be provided under this agreement is 700 cubic yards.

3. PRICE: The price for plant redimix concrete (Class E) 2500, 3000, 3500 and 4000 Psi shall be stated on a per-cubic yard basis. These prices should include all costs of delivery.

PLANT LOCATION: The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\* END OF SECTION 6 \*\*\*

## **SECTION 7 - FLOWABLE FILL**

1. FLOWABLE FILL: Shall be a flowable mixture of Portland Cement, aggregates, admixtures, and water. Cement to be used or furnished under this specification shall be portland cement conforming to be the requirements of ASTM C150. The type of cement shall be either Type I or Type II, "low alkali" (LA) cement. Aggregates shall comply with the requirements of ASTM C 33 and as amended herein.

2. PROPORTIONING: The determination of the Flowable Fill design mix shall be solely the Contractor's responsibility and shall be established in accordance with the following limits.

### **MINIMUM BID SPECIFICATIONS ANNUAL CONTRACT FOR ROAD CONSTRUCTION MATERIALS**

The materials shall be proportioned such that if placed at maximum slump, the maximum laboratory dry density, as determined from the molded specimens, at 20 (+/- 4 hours), is equal to or greater than 95 percent of the maximum dry density of the blended cement and aggregate, determined in accordance with ASTM 0558. The maximum dry density of the laboratory molded Flowable Fill specimens shall be computed on the average unit weight of the compressive strength specimens, corrected for the moisture content at the time of testing.

The portland cement content shall be one-half (1/2) sack, 47 lbs. per cubic yard in all Flowable Fill produced under this specification.

The aggregates shall be combined to provide a mixture of coarse and fine aggregate having a sand to total aggregate ratio of not less than 75 percent by weight. The combined aggregate gradation shall comply with the following limits:

SCREEN SIZE	% PASSING
1 in.	100
¾ in.	95-100

3/8 in.	82-100
No.4	70-100
No.8	55-85
No. 16	38-60
No. 50	6-30
No. 100	2-10

The design mix gradation; when plotted on a US Bureau of Public Roads 0.45 Power Gradation Chart, shall be similar to the plots of the specified gradation limits in the shape of the characteristic gradation curve.

Air entraining admixtures shall be proportioned to provide air entrainment of not less than 2 percent and not greater than 5 percent in the combined mixture.

Water shall be proportioned as required.

The design mix shall be proportioned to provide a slump of not less than 5 inches and not greater than 8 inches.

3. **COMPRESSIVE STRENGTH:** The compressive strength of the design mix shall not exceed 60 PSI at 20 days when sampled and tested in accordance with ASTM C 172 and D1633, and as specified in this specification.
4. **QUANTITY:** The City is unable to predict the quantities to be provided under this agreement.
5. **PRICES:** The price for Flowable Fill shall be stated on a per cubic yard basis. Price to include all costs of delivery.
6. **PLANT LOCATION:** The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\* END OF SECTION 7 \*\*\*

## **SECTIONS 8-16**

**SECTION 8-CRUSHER FINES**  
**SECTION 9-PEA GRAVEL**  
**SECTION 10-SCREENED ROCK**  
**SECTION 11-PLASTER SAND**  
**SECTION 12-CONCRETE ROCK**  
**SECTION 13-CONCRETE SAND**  
**SECTION 14-FILL DIRT**  
**SECTION 15-SCREEN SAND #4 MINUS**



## **SECTION 16-RIP RAP**

1. **PRICES:** The prices for Section 8 thru Section 16 shall be stated on a per-ton basis. Prices shall be given for pick-up at vendor's plant, as well as for delivered price to site.
2. **PLANT LOCATION:** The distance of the main plant from the City Limits proper of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manor.

## **SECTION 17-TRUCK SCALES**

1. **TRUCK SCALES:** The Contractor shall furnish certified weighing facilities in accordance with Section 109, of the New Mexico State highway Standard Specifications for Road and Bridge Construction, Current Edition.
2. **PRICE:** The price bid will be on a per weigh basis at the scale site.
3. **SCALE LOCATION:** The distance of the scale from the City Limits proper of the City of Truth or Consequences, New Mexico, shall NOT exceed 10 miles. Plant must be a fixed plant in year round operation. Main plant must be accessible by safe, wide roadways capable of supporting large equipment and through traffic in a safe manner.

\*\*\*END OF SECTION 17 \*\*\*

## **SECTION 18— TRUCK RENTAL**

1. **TRUCK RENTAL**
  - A. Trailer Dump
  - B. 10 Wheeler
  - C. Chip Spreader
  - D. Rollers
  - E. Sweepers
2. **Price:** The price bid is per hour with driver - indicate the minimum hours required.

\*\*\*END OF SECTION 18 \*\*\*

## **SECTION 19 -- MISCELLANEOUS CHARGES**

1. **MISCELLANEOUS CHARGES**
  - A. Fuel Surcharge

- B. Double Drop Charge
- C. Dump Truck-Minimum Load
- D. Wait Time Charge

**\*\*\*END OF SECTION 19\*\*\***

## **V. BID OPENING, PROCESSING AND AWARD**

This section describes how bids received are handled and assessed. It also describes how the award process works as well as the role of the Pricing Agreement provided in Appendix F and the role of Purchase Orders that may follow Contract award.

### **A. BID RECEIPT**

Bids shall be accepted unconditionally per NMSA 1978, Section 13-1-105 (2005). Only those bids received before the deadline for the receipt of bids will be considered. Bids received after the deadline ("late bids") will be retained in the procurement file, unopened, and shall not be considered for award.

### **B. BID OPENING**

Bids will be opened and read in public in accordance with Section 13-1-107 of the New Mexico Procurement Code. See Section II.A. (Sequence of Events), for specific information.

### **C. EVALUATION PROCESS**

#### **1. Compliance Review**

After the required public opening and reading, all timely received bids will be reviewed for compliance with the requirements and specifications stated within the ITB. Bids deemed non-responsive to any mandatory requirement or specification may be disqualified.

#### **2. Clarifications**

The Procurement Manager may contact the Bidder for clarification of the response as specified in Section II.A.

#### **3. Other Information Sources**

The City may use other sources of information to confirm the validity of bids submitted and the ability of the Bidder to perform as specified in Section II.A.

#### **4. Bid Evaluation**

Bids will be evaluated on a total cost for all items including 3 years of extensions. Due to availability and delivery requirements, the City reserves the right to issue multiple awards by Section (Primary and Secondary) to the two lowest responsive and responsible bidder(s) meeting the minimum specification requirements under this ITB.

The bid price(s) on the Bid Form will be tabulated (price compared) to identify the lowest price(s) bid. If applicable, the price(s) bid will be adjusted (for comparison and award



purposes only) for those Bidders that have submitted a valid Preference Certificate with their bid.

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

The total of all four years will be used to calculate the Cost score.

$$\frac{\text{Lowest Responsive Offeror's Total Cost}}{\text{Each Offeror's Total Cost}} \times \text{Available Award Points (100)}$$

#### **New Mexico Resident Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Business is 5% of the total points available in this ITB.

#### **New Mexico Resident Veterans Business Preference**

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Resident Veteran Business is 10% of the total points available in this ITB.

#### **5. Discrepancies in Price(s)**

In case of an error in the Extended Price and Unit Price, the Unit Price shall govern.

#### **6. Determination of Lowest Responsive Bid**

After completion of the bid tabulation, the City will examine the results to determine which Bidder is determined to be the lowest responsive/responsible bid to the City in accordance with the specifications and terms and conditions set forth in the Invitation for Bids.

#### **7. Public Notification of Bid Tabulations and Contract Awards**

Bid tabulations and awarded Contracts will be posted to our website after the approval of the award and contract by the City Commission Section II A. Schedule of Events.

#### **8. Note, the City of Truth or Consequences reserves the right to issue multiple award(s) consistent with the terms of this bid by Section.**

#### **D. AWARD AND ORDER PROCESS**

1. Contract(s) awarded as a result of this solicitation shall be awarded to the lowest responsible Bidder(s) who's Base Bid and any accepted bid option represents the best value and is in the City's best interest.
2. Line Item. The City of Truth or Consequences reserves the right to award this invitation to bid based upon line item response without discussion.
3. Signed Agreement. Upon selection for possible award, the City will add the Contractor's name and signatory information to the signed Pricing Agreement (Appendix F) submitted by the Bidder and it will be submitted to the City Commission with a recommendation for award. Once approved and signed the Pricing Agreement is officially awarded.
4. Order(s). A successful Bidder(s) SHOULD NOT begin to deliver products or begin performance based solely on Contract award as detailed above. A successful Bidder(s) may only deliver products or begin performance AFTER the receipt of an approved Purchase Order issued by the City of Truth or Consequences Purchasing Department. Failure to comply is AT THE CONTRACTOR'S RISK and the City shall not be liable to pay for any products delivered or services performed prior to the issuance of an approved Purchase Order.

## APPENDIX A

### ACKNOWLEDGEMENT OF RECEIPT FORM **REVISION #1 8/18/2021** INVITATION TO BID #21-22-003 ROAD MATERIALS AND EQUIPMENT RENTAL

This Acknowledgement of Receipt Form should be signed and submitted no later than **5:00 PM MST on 8/26/21**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any ITB amendments, if any are issued.

In acknowledgement of receipt of this Invitation to Bid, the undersigned agrees that he or she has received a complete copy of the ITB, beginning with the title page, and ending with APPENDIX F.

The name and address below will be used for all correspondence related to the Invitation for Bid:

ORGANIZATION: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ (please print)

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**Submit Acknowledgement of Receipt Form to:**

To: Chief Procurement Officer/Manager

E-mail: [procurement@torcnm.org](mailto:procurement@torcnm.org)

Subject Line: ITB 21-22-003 Road Materials and Equipment Rental, Acknowledgement of Receipt Form



## APPENDIX B

### LETTER OF TRANSMITTAL FORM ROAD MATERIALS AND RENTAL EQUIPMENT ITB#21-22-003

**Items #1 to 4 MUST EACH BE RESPONDED TO. Failure to respond to all three items WILL RESULT IN THE DISQUALIFICATION OF THE BID!**

1. Identity (Name) and Mailing Address of the submitting organization:

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2. For the person submitting the bid:

Name	
Title	
E-Mail Address	
Telephone Number	

3. Bidder must identify any employee(s) or elected official(s) of the City of Truth or Consequences that have a financial interest in the Bidder (one of the two **must** be selected):

\_\_\_\_\_ No Financial Interest      \_\_\_\_\_ Yes, Financial Interest\*

\*Specify by name(s): \_\_\_\_\_

4. Declarations:

- I certify that I am authorized to contractually bind my company.
- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.
- I acknowledge receipt of any and all amendments to this ITB.
- I certify that my company/entity/organization commits to comply and act in accordance with (1) Federal Executive Orders and New Mexico State Statutes relating to the enforcement of civil rights, (2) Federal Code 5 USCA 7201 et. seq., Anti-Discrimination in Employment; (3) Executive Order No. 11246, Equal Opportunity in Federal Employment; (4) Title 6, Civil Rights Act of 1964; and (5) Requirements of the American with Disabilities Act of 1990 for work performed as a result of this ITB.

Signature \_\_\_\_\_ Date \_\_\_\_\_,

Authorized Signature and Date (**Must be signed by the person identified in item #2, above.**)

## APPENDIX C

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

**THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

**“Applicable public official”** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or

who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**“Campaign Contribution”** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**Name(s) of Applicable Public Official(s) if any:** \_\_\_\_\_

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

**Contribution Made By:** \_\_\_\_\_

**Relation to Prospective Contractor:** \_\_\_\_\_

**Date Contribution(s) Made:** \_\_\_\_\_

**Amount(s) of Contribution(s)** \_\_\_\_\_

**Nature of Contribution(s)** \_\_\_\_\_



Purpose of Contribution(s)

\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

**--OR--**

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## **APPENDIX D**

### **CONFLICT OF INTEREST-DEBARMENT/SUSPENSION CERTIFICATION FORM**

#### **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(8) NMSA 1978 because

(i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and

(ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during

the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 13(B).

#### **DEBARMENT/SUSPENSION STATUS**

The Vendor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice or proposed debarment from any Agency. The vendor agrees to provide immediate notice to the City's Chief Procurement Officer in the event of being suspended, debarred or declared ineligible by any department or federal agency, or upon receipt of a notice of proposed debarment that is received after the submission of the quote or Bid but prior to the award of the /Purchase Order/Agreement or contract.

#### **CERTIFICATION**

The undersigned hereby certifies that he/she has read the above CONFLICT OF INTEREST and DEBARMENT/SUSPENSION Status requirements and that he/she understands and will comply with these requirements. The undersigned further certifies that they have the authority to certify compliance for the vendor named and that the information contained in this document is true and accurate to the best of their knowledge.

ORGANIZATION: \_\_\_\_\_

NAME OF AUTHORIZED SIGNER: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE



**APPENDIX E**  
**BID FORM**  
**ITB #21-22-003**  
**ROAD MATERIALS AND EQUIPMENT RENTAL**

City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material and Equipment Rental required on an "as needed" basis.

From:

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address:

Responding to Invitation for Bid No. **ITB#21-22-003** due no later than **2:00 pm, September 14, 2021**, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

**BID AS FOLLOWS:**

**\*\*NOTE**, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), *less applicable New Mexico Gross Receipts Tax*.

**This bid will be awarded based upon the total amount bid as written in words.** Where there are discrepancies between unit price and extended total, **UNIT PRICE WILL GOVERN**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**.

**Payment terms (OPTIONAL):** Bidder offers a \_\_\_\_\_% discount for payments made within \_\_\_\_\_ days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

**PRICING FOR ROAD CONSTRUCTION MATERIALS  
SECTION 1 ASPHALT HOT MIX**

	<b>COST PER TON</b>
<b>ASPHALT HOT MIX AT PLANT (PER TON)</b>	<b>\$</b>
<b>ASPHALT HOT MIX DELIVERED TO SITE (PER TON)</b>	<b>\$</b>
<b>ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)</b>	<b>\$</b>
<b>ANTI-STRIPPING AGENT (PER TON)</b>	<b>\$</b>

**SECTION 2 SUPER PAVE MIX**

	<b>COST PER TON</b>
<b>SUPER PAVE MIX AT PLANT (PER TON)</b>	<b>\$</b>
<b>SUPER PAVE MIX DELIVERED TO SITE (PER TON)</b>	<b>\$</b>
<b>SUPER PAVE MIX DELIVERED AND PLACED (PER TON)</b>	<b>\$</b>
<b>ANTI-STRIPPING AGENT (PER TON)</b>	<b>\$</b>

**SECTION 3 ASPHALT COLD MIX**

	<b>COST PER TON</b>
<b>ASPHALT COLD MIX AT PLANT (PER TON)</b>	<b>\$</b>
<b>ASPHALT COLD MIX DELIVERED TO SITE (PER TON)</b>	<b>\$</b>
<b>ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)</b>	<b>\$</b>
<b>ANTI-STRIPPING AGENT (PER TON)</b>	<b>\$</b>

**SECTION 4 BASE COARSE 1"**

	<b>COST PER TON</b>
<b>BASE COARSE AT PLANT (PER TON)</b>	<b>\$</b>
<b>BASE COARSE DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 5 CHIPS**

	<b>COST PER TON</b>
<b>CHIPS ½" AT PLANT (PER TON)</b>	<b>\$</b>
<b>CHIPS ½" DELIVERED TO SITE (PER TON)</b>	<b>\$</b>
<b>CHIPS 3/8" AT PLANT (PER TON)</b>	<b>\$</b>
<b>CHIPS 3/8" DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 6 REDI-MIX**

	<b>COST PER YARD</b>
<b>2500 PSI DELIVERED (PER YARD)</b>	<b>\$</b>
<b>3000 PSI DELIVERED (PER YARD)</b>	<b>\$</b>
<b>3500 PSI DELIVERED (PER YARD)</b>	<b>\$</b>
<b>4000 PSI DELIVERED (PER YARD)</b>	<b>\$</b>
<b>FIBER (PER YARD)</b>	<b>\$</b>
<b>AER (PER YARD)</b>	<b>\$</b>
<b>RETARDER (PER YARD)</b>	<b>\$</b>
<b>SUPER P (PER YARD)</b>	<b>\$</b>
<b>TEMP CONTROLS (PER YARD)</b>	<b>\$</b>

**SECTION 7 FLOWABLE FILL****COST PER YARD**

<b>FLOWABLE FILL DELIVERED TO SITE (PER YARD)</b>	<b>\$</b>
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**SECTION 8 – CRUSHER FINES****COST PER TON**

<b>CRUSHER FINES DELIVERED TO SITE (PER TON)</b>	<b>\$</b>
--	-----------

**SECTION 9 PEA GRAVEL****COST PER TON**

<b>PEA GRAVEL AT PLANT (PER TON)</b>	<b>\$</b>
<b>PEA GRAVEL DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 10 SCREENED ROCK****COST PER TON**

<b>SCREENED ROCK AT PLANT (PER TON)</b>	<b>\$</b>
<b>SCREENED ROCK DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 11 PLASTER SAND****COST PER TON**

<b>PLASTER SAND AT PLANT (PER TON)</b>	<b>\$</b>
<b>PLASTER SAND DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 12 CONCRETE ROCK****COST PER TON**

<b>CONCRETE ROCK AT PLANT (PER TON)</b>	<b>\$</b>
<b>CONCRETE ROCK DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 13 CONCRETE SAND****COST PER TON**

<b>CONCRETE SAND AT PLANT (PER TON)</b>	<b>\$</b>
<b>CONCRETE SAND DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 14 FILL DIRT****COST PER TON**

<b>FILL DIRT AT PLANT (PER TON)</b>	<b>\$</b>
<b>FILL DIRT DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 15 3/16" SCREENED SAND #4 MINUS****COST PER TON**

<b>SCREENED SAND AT PLANT (PER TON)</b>	<b>\$</b>
<b>SCREENED SAND DELIVERED TO SITE (PER TON)</b>	<b>\$</b>



**SECTION 16 RIP RAP**

	<b>COST PER TON</b>
<b>RIP RAP AT PLANT (PER TON)</b>	<b>\$</b>
<b>RIP RAP DELIVERED TO SITE (PER TON)</b>	<b>\$</b>

**SECTION 17 SCALES**

<b>TRUCK SCALES</b>	<b>\$</b>
<b>WEIGHT TICKET</b>	<b>\$</b>

**SECTION 18 EQUIPMENT RENTAL**

	<b>PER HOUR</b>
<b>TRAILER (BELLY) DUMP</b>	<b>HR MINIMUM</b>
<b>10 WHEELER</b>	<b>HR MINIMUM</b>
<b>CHIP SPREADER</b>	<b>HR MINIMUM</b>
<b>ROLLERS</b>	<b>HR MINIMUM</b>
<b>SWEEPERS</b>	<b>HR MINIMUM</b>

**SECTION 19 MISCELLANEOUS CHARGES**

<b>FUEL CHARGE</b>	<b>\$</b>
<b>DOUBLE DROP</b>	<b>\$</b>
<b>DUMP TRUCK MINIMUM LOAD</b>	<b>\$</b>
<b>WAIT TIME CHARGE</b>	<b>\$</b>

**Total price for Sections 1 – 16 (Materials)** **\$** \_\_\_\_\_

**Total price for Sections 17-19 (Services)** **\$** \_\_\_\_\_

**Total Price for All Products and Services** **\$** \_\_\_\_\_

**Pricing listed above shall be firm for the one year base period. Please list subsequent option periods below:**

**Option Year 2** \_\_\_\_\_ **% Material Escalation (Sections 1-16)**

\_\_\_\_\_ **% Haul Escalation (Sections 17-19)**

**Option Year 3**      \_\_\_\_\_ % Material Escalation (Sections 1-16)

\_\_\_\_\_ % Haul Escalation (Sections 17-19)

**Option Year 4**      \_\_\_\_\_ % Material Escalation (Sections 1-16)

\_\_\_\_\_ % Haul Escalation (Sections 17-19)

**In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below and submit the explanation with your bid.**

**I \_\_\_\_\_ do meet specifications (check line as appropriate)**

**I \_\_\_\_\_ do not meet specifications (check line as appropriate) for the following reasons:**

In the space below (or on a separate sheet of paper), please list which product does not meet the specifications, why the product does not meet the specifications, and any alternative you may be suggesting:

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Signature of Authorize Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

## **APPENDIX F**

### **DRAFT PRICING AGREEMENT / CONTRACT ROAD MATERIALS AND EQUIPMENT RENTAL**

**ITB #21-22-003**

**The Agreement included in this Appendix F represents the contract the Agency intends to use to make an award. The City of Truth or Consequences reserves the right to modify the Agreement prior to, or during, the award process, as necessary.**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between City of Truth or Consequences, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City"), and \_\_\_\_\_, (hereinafter referred to as the "Contractor").

#### **WITNESSED:**

WHEREAS, the City issued a Request for Bids for a Price Agreement for Road Materials and Equipment Rental, ITB No. 21-22-003; and

WHEREAS, the Contractor submitted its bid, dated \_\_\_\_\_, 2021, in response to ITB No. 21-22-003; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

#### **1. Scope**

The Contractor shall be required to provide Road Material and Equipment Rental required on an as needed basis to the City in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guarantee of any quantities implied. (See the attached scope of work and applicable specifications).

#### **2. Term**

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with three (3) one-year options not to exceed four-(4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement. Agreement renewal is not automatic and can only be implemented upon action of the City.

#### **3. Use of Agreement**

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the City and the Contractor.

#### **4. Termination for Cause**



If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bids may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar day notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

7. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the City at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in Exhibit A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall

be submitted on a monthly basis to the Road Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

**9. Independent Contractor**

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

**10. Personnel**

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

**11. Limitations on Subcontracting**

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signator to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the City shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing,

and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the City. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the City of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

## 12. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

## 13. Insurance

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.



The Contractor shall procure and maintain, during the life of this Contract Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

**A. 1. Workers Compensation – Statutory**

**2. Employers Liability - \$1,000,000**

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

**B. Commercial General Liability with ISO CG0001 07/98**

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

**C. Business Automobile Liability**

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):  
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

**D. Independent Contractors: Included**

**E. Contractual Liability: Included**

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as

though required and set forth in the Agreement. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the City.

**14. Approval of Insurance**

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

**15. Increased Limits**

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

**16. Reports and Information**

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

**17. Audits and Inspections**

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**18. Record Ownership**

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

**19. Publication, Reproduction and Use of Material**

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

22. Conflict of Interest

The Contractor warrants that he 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 work required under this Agreement.

23. Scope of Agreement

This Agreement incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

City of Truth or Consequences  
505 Sims Street  
Truth or Consequences, NM 87901

The official name and address of the Contractor is:

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

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and city and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.



27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

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

33. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

IN WITNESS WHEREOF, the City of Truth or Consequences and the Contractor have executed this Agreement as of the date first above written:

By: \_\_\_\_\_  
City of Truth or Consequences

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

By: \_\_\_\_\_  
City's Legal Counsel –Certifying legal sufficiency

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

By: \_\_\_\_\_  
Contractor

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

(Scope of work)



EXHIBIT B PRICE FORM

**APPENDIX E  
BID FORM  
ITB #21-22-003  
ROAD MATERIALS AND EQUIPMENT RENTAL**

City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material and Equipment Rental required on an "as needed" basis.

From: Burbo Sand & Gravel, Inc.  
Name of Bidder  
Truth or Consequences, NM, 87901  
City, State & Zip  
575-894-7181  
Phone Number  
hbar2sg@gmail.com  
Email Address:

Responding to Invitation for Bid No. ITB#21-22-003 due no later than 2:00 pm, September 14, 2021, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

**BID AS FOLLOWS:**

**\*\*NOTE**, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), *less applicable New Mexico Gross Receipts Tax*.

**This bid will be awarded based upon the total amount bid as written in words.** Where there are discrepancies between unit price and extended total, **UNIT PRICE WILL GOVERN.** Where there is a discrepancy between words and figures, **WORDS WILL GOVERN.**

**Payment terms (OPTIONAL):** Bidder offers a 0 % discount for payments made within 30 days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

**PRICING FOR ROAD CONSTRUCTION MATERIALS  
SECTION 1 ASPHALT HOT MIX**

	<b>COST PER TON</b>
ASPHALT HOT MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
ASPHALT HOT MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 2 SUPER PAVE MIX**

	<b>COST PER TON</b>
SUPER PAVE MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
SUPER PAVE MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
SUPER PAVE MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 3 ASPHALT COLD MIX**

	<b>COST PER TON</b>
ASPHALT COLD MIX AT PLANT (PER TON)	\$ 77. <sup>00</sup>
ASPHALT COLD MIX DELIVERED TO SITE (PER TON)	\$ 80. <sup>00</sup>
ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)	\$ 107. <sup>00</sup>
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

**SECTION 4 BASE COARSE 1"**

	<b>COST PER TON</b>
BASE COARSE AT PLANT (PER TON)	\$ 12. <sup>00</sup>
BASE COARSE DELIVERED TO SITE (PER TON)	\$ 14. <sup>00</sup>

**SECTION 5 CHIPS**

	<b>COST PER TON</b>
CHIPS ½" AT PLANT (PER TON)	\$ 25. <sup>00</sup>
CHIPS ½" DELIVERED TO SITE (PER TON)	\$ 27. <sup>00</sup>
CHIPS ¾" AT PLANT (PER TON)	\$ 23. <sup>00</sup>
CHIPS ¾" DELIVERED TO SITE (PER TON)	\$ 25. <sup>00</sup>

**SECTION 6 REDI-MIX**

	<b>COST PER YARD</b>
2500 PSI DELIVERED (PER YARD)	\$ 125. <sup>00</sup>
3000 PSI DELIVERED (PER YARD)	\$ 130. <sup>00</sup>
3500 PSI DELIVERED (PER YARD)	\$ 135. <sup>00</sup>
4000 PSI DELIVERED (PER YARD)	\$ 140. <sup>00</sup>
FIBER (PER YARD)	\$ 8. <sup>00</sup>
AER (PER YARD)	\$ 3. <sup>00</sup>
RETARDER (PER YARD)	\$ 3. <sup>00</sup>
SUPER P (PER YARD)	\$ 14. <sup>00</sup>
TEMP CONTROLS (PER YARD)	\$ 0 - Included

**SECTION 7 FLOWABLE FILL**

	COST PER YARD
FLOWABLE FILL DELIVERED TO SITE (PER YARD)	\$ 105. <sup>00</sup>

**SECTION 8 - CRUSHER FINES**

	COST PER TON
CRUSHER FINES DELIVERED TO SITE (PER TON)	\$ 11. <sup>00</sup>

**SECTION 9 PEA GRAVEL**

	COST PER TON
PEA GRAVEL AT PLANT (PER TON)	\$ 21. <sup>00</sup>
PEA GRAVEL DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 10 SCREENED ROCK**

	COST PER TON
SCREENED ROCK AT PLANT (PER TON)	\$ 21. <sup>00</sup>
SCREENED ROCK DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 11 PLASTER SAND**

	COST PER TON
PLASTER SAND AT PLANT (PER TON)	\$ 35. <sup>00</sup>
PLASTER SAND DELIVERED TO SITE (PER TON)	\$ 37. <sup>00</sup>

**SECTION 12 CONCRETE ROCK**

	COST PER TON
CONCRETE ROCK AT PLANT (PER TON)	\$ 21. <sup>00</sup>
CONCRETE ROCK DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 13 CONCRETE SAND**

	COST PER TON
CONCRETE SAND AT PLANT (PER TON)	\$ 21. <sup>00</sup>
CONCRETE SAND DELIVERED TO SITE (PER TON)	\$ 23. <sup>00</sup>

**SECTION 14 FILL DIRT**

	COST PER TON
FILL DIRT AT PLANT (PER TON)	\$ 7. <sup>00</sup>
FILL DIRT DELIVERED TO SITE (PER TON)	\$ 9. <sup>00</sup>

**SECTION 15 3/16" SCREENED SAND #4 MINUS**

	COST PER TON
SCREENED SAND AT PLANT (PER TON)	\$ 13. <sup>00</sup>
SCREENED SAND DELIVERED TO SITE (PER TON)	\$ 15. <sup>00</sup>



### SECTION 16 RIP RAP

	COST PER TON
RIP RAP AT PLANT (PER TON)	\$ 50. <sup>00</sup>
RIP RAP DELIVERED TO SITE (PER TON)	\$ 55. <sup>00</sup>

### SECTION 17 SCALES

TRUCK SCALES	\$ 8. <sup>00</sup>
WEIGHT TICKET	\$ 2. <sup>00</sup>

### SECTION 18 EQUIPMENT RENTAL

	PER HOUR
TRAILER (BELLY) DUMP 4 HR MINIMUM	\$ 88. <sup>00</sup>
10 WHEELER 4 HR MINIMUM	\$ 75. <sup>00</sup>
CHIP SPREADER 10 HR MINIMUM	\$ 200. <sup>00</sup>
ROLLERS 8 HR MINIMUM	\$ 80. <sup>00</sup>
SWEEPERS 8 HR MINIMUM	\$ 80. <sup>00</sup>

### SECTION 19 MISCELLANEOUS CHARGES

FUEL CHARGE	\$ 30. <sup>00</sup>
DOUBLE DROP	\$ 80. <sup>00</sup>
DUMP TRUCK MINIMUM LOAD	\$ 4 tons
WAIT TIME CHARGE	\$ 2. <sup>00</sup> /minute after 1 Hour

**Total price for Sections 1 – 16 (Materials)**

\$ 1989.<sup>00</sup>

**Total price for Sections 17-19 (Services)**

\$ 643.<sup>00</sup>  
w/o - minimum dump load +  
wait time

**Total Price for All Products and Services**

\$ 2,632.<sup>00</sup>

**Pricing listed above shall be firm for the one year base period. Please list subsequent option periods below:**

**Option Year 2**     3 % Material Escalation (Sections 1-16)

3 % Haul Escalation (Sections 17-19)

Option Year 3    2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

Option Year 4    2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below and submit the explanation with your bid.

I ☒ do meet specifications (check line as appropriate)

I ☐ do not meet specifications (check line as appropriate) for the following reasons:

In the space below (or on a separate sheet of paper), please list which product does not meet the specifications, why the product does not meet the specifications, and any alternative you may be suggesting:

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bartco Sand & Gravel, Inc.  
Bidder Name

P.O. Box 3769  
Address

T.O.C., NM. 87901  
City, State, Zip Code

575-894-7181  
Telephone Number

  
Signature of Authorize Representative

Jared Bartos  
Name of Authorized Representative

General Manager  
Title of Authorized Representative

9-13-21  
Date



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.6

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

**DEPARTMENT:** Finance

**DATE SUBMITTED:** October 6, 2021

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

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

***Summary/Background:***

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

***Recommendation:***

Approval Recommended by Chief Procurement Officer /Finance Director

***Attachments:***

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

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

As Per Total on Listing of Purchase Requisitions

***Legal Review (City Attorney): Yes***

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

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

***Final Approval:*** ☒ City Manager

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

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

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

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

File Name: CC Agendas 10-13-2021



## PURCHASE REQUISITION APPROVAL

2021-22 FISCAL YEAR

## COMMISSION MEETING 10/13/21

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
86304	BAKER UTILITY SUPPLY CORP.	CORBETT ST WATER LINE UPGRADES	JESSE COLE	WATER	\$ 32,149.81	STATE PRICE AGREEMENT
86301	DEER & COMPANY	ARIPORT TRACTOR & ATTACHMENTS	TRACI ALVAREZ	AIRPORT	\$ 135,453.40	STATE PRICE AGREEMENT
86295	BARTOO SAND AND GRAVEL	ASPHALT HOT MIX	BENNY FUENTES	STREETS	\$ 48,643.81	ITB/CONTRACT
86296	BARTOO SAND AND GRAVEL	CORBETT ST. ASPHALT HOT MIX	BENNY FUENTES	STREETS	\$ 49,688.66	ITB/CONTRACT
86207	WESTERN UNITED ELECTRIC	WOOD POLES-INVENTORY	PRISCILLA FUENTES	ELECTRIC	\$ 25,849.00	3 QUOTES
					\$ 291,784.68	

ATTEST:

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 Angela Torres, Clerk-Treasurer

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 Date

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 Sandra Whitehead, Mayor

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 Date



# REQUISITION

Requisition #: 86304

Date: 10/05/2021

Vendor #: 0198

**ISSUED TO:** BAKER UTILITY SUPPLY CORP.  
4320 2ND STREET NW  
ALBUQUERQUE, NM 87107

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	1,500 C-900 PVC PIPE 6" X 20' DR18,CL235		14.31	504-3803-44607	21,465.00
2	1 MJ X MJ DI TEE 6" C6" C-153,CL,TC,L/AC		162.85	504-3803-44607	162.85
3	25 MEGA LUG 6" PVC,RED,L/ACC,IMP		33.36	504-3803-44607	834.00
4	25 MJ SKIN PACK 6" REG GSK, T-BOLTS,NO		18.80	504-3803-44607	470.00
5	6 AFC RW GATE VLV 6" MJ X MJ 2" OP NUT,		644.58	504-3803-44607	3,867.48
6	2 MJ X MJ DI CROSS 6" X 4" C-153,CL,TC,L		211.57	504-3803-44607	423.14
7	4 MEGA LUG 4" PVC,RED,L/ACC,IMP		29.46	504-3803-44607	117.84
8	4 MJ SKIN PACK 4" REG GSK, T-BOLTS, NO		20.88	504-3803-44607	83.52
9	1 MJ XMJ DI CROSS 6" X 6" C-153,CL,TC,L		236.62	504-3803-44607	236.62
10	26 IRON SDL 6" X 2" CC, DBLSS BAND, 6.63		65.97	504-3803-44607	1,715.22
11	26 CORP STOP BALL VLV 3/4" CC X GJ-7 (PE		74.65	504-3803-44607	1,940.90
12	2 HDPE POLY PIPE 3/4" X 300' IP, SIDR-7,		167.52	504-3803-44607	335.04
13	1 IRON SDL 6" X2" CC,DBL SS BAND, 6.63		81.28	504-3803-44607	81.28
14	1 BRASS CORP STOP BALL 2" CC X FIPT,NL		280.38	504-3803-44607	280.38
15	1 BRASS STRAIGHT CPLG 2" PACK JNT,MIP		136.54	504-3803-44607	136.54

**PO Description:** CORBETT ST WATER LINE UPGRADES

**Detailed Description:**

CORBETT ST WATER LINE UPGRADES  
NM STATE WIDE PRICE AGREEMENT 00-00000-20-00114

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

<b>SUBTOTAL:</b>	32,149.81
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	32,149.81



**State of New Mexico  
General Services Department  
Purchasing Division**

**Statewide Price Agreement Amendment**

**Awarded Vendor:**  
**8 Vendors**

Number: **00-00000-20-00114**

Amendment No.: **One**

Term: **October 20, 2020 – October 19, 2022**

**Ship To:**  
**All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**

Procurement Specialist: **Yulastuti Wulandari**

Telephone No.: **505-469-2248**

Email: **Yulastuti.Wulndari@state.nm.us**

**Invoice:**  
**As Requested**

**Title: Cold Water Meters, Encoding & Reading Equipment & Utility System Software**

**This amendment is to be attached to the respective Price Agreement and become a part thereof.**

**In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from October 20, 2021 to October 19, 2022 at the same price, terms and conditions for vendors (AA) Baker Utility Supply, (AC) Mountain States Pipe & Supply, (AD) New Mexico Meters LLC, (AE) Resource Wise, LLC, (AF) Water Meters of New Mexico, (AG) Zenner Performance Meters, Inc., and (AH) Ferguson Waterworks and a price increase for vendor (AB) Core & Main as shown on Pages 2 and 3.**

**Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.**

**Accepted for the State of New Mexico**

*Valerie Paulk*

Date: 8/23/2021

Mark Hayden, New Mexico State Purchasing Agent

**x This Agreement was signed on behalf of the State Purchasing Agent**



# Estimate



**BAKER UTILITY SUPPLY CORP.**  
**4320 2ND STREET N.W.**  
**ALBUQUERQUE, NM 87107**  
**UNITED STATES**  
**P: (505) 884-0990**  
**F: (505) 881-4615**

**BILL TO: TRUTH OR CONSEQUENCES, CITY OF**

505 SIMS ST.  
 T. OR. C, NM 87901  
 P: (575) 894-6673  
 F: (575) 894-0363

**SHIP TO: TRUTH OR CONSEQUENCES, CITY OF**

505 SIMS  
 TRUTH OR CONSEQUENCES, NEW MEXICO  
 87901

Order Info	
Quote #:	055782
Order Date:	10/5/2021
Customer #:	AT8942649
Customer PO:	JESSE
Job Name:	city blocks

Shipping Info	
Ship Date:	10/5/2021
Ship Via:	ROUTE 7
Freight Terms:	
Sales Rep:	EE
Entered By:	KRAFTS

Quantity	UOM	Item #	Description	Unit Price	Amount
Ordered					Extended
1500	LF	DR18-0600	C-900 PVC PIPE 6" x 20' - DR18, CL235	14.31	21465.00
1	EA	NSTK-	MUST ORDER WITHIN 5 DAYS TO HONOR ABOVE PRICE	.00	.00
1	EA	MJTE-0606	MJ x MJ DI TEE 6" x 6" - C-153, CL, TC, L/ACC, IMP, BILLING WEIGHT=125 LBS	162.85	162.85
5	EA	UFR1500-C06	MEGA LUG 6" - PVC, RED, L/ACC, IMP	33.36	166.80
5	EA	MJPS-RG06	MJ SKIN PACK 6" - REG GSK, T-BOLTS, NO GLAND, IMP	18.80	94.00
2	EA	GVRW-MM060	AFC RW GATE VLV 6" - MJ x MJ, 2" OP NUT, OL, L/ACC	644.58	1289.16
4	EA	UFR1500-C06	MEGA LUG 6" - PVC, RED, L/ACC, IMP	33.36	133.44
4	EA	MJPS-RG06	MJ SKIN PACK 6" - REG GSK, T-BOLTS, NO GLAND, IMP	18.80	75.20
2	EA	MJCR-0604	MJ x MJ DI CROSS 6" x 4" - C-153, CL, TC, L/ACC, IMP, BILLING WEIGHT=140 LBS	211.57	423.14
4	EA	UFR1500-C06	MEGA LUG 6" - PVC, RED, L/ACC, IMP	33.36	133.44
4	EA	UFR1500-C04	MEGA LUG 4" - PVC, RED, L/ACC, IMP	29.46	117.84
4	EA	MJPS-RG06	MJ SKIN PACK 6" - REG GSK, T-BOLTS, NO GLAND, IMP	18.80	75.20
4	EA	MJPS-RG04	MJ SKIN PACK 4" - REG GSK, T-BOLTS, NO GLAND, IMP	20.88	83.52
4	EA	GVRW-MM060	AFC RW GATE VLV 6" - MJ x MJ, 2" OP NUT, OL, L/ACC	644.58	2578.32
8	EA	UFR1500-C06	MEGA LUG 6" - PVC, RED, L/ACC, IMP	33.36	266.88
8	EA	MJPS-RG06	MJ SKIN PACK 6" - REG GSK, T-BOLTS, NO GLAND, IMP	18.80	150.40



# Estimate



**BAKER UTILITY SUPPLY CORP.**  
**4320 2ND STREET N.W.**  
**ALBUQUERQUE, NM 87107**  
**UNITED STATES**  
**P: (505) 884-0990**  
**F: (505) 881-4615**

**BILL TO: TRUTH OR CONSEQUENCES, CITY OF**

505 SIMS ST.  
 T. OR. C, NM 87901  
 P: (575) 894-6673  
 F: (575) 894-0363

**SHIP TO: TRUTH OR CONSEQUENCES, CITY OF**

505 SIMS  
 TRUTH OR CONSEQUENCES, NEW MEXICO  
 87901

Order Info	
Quote #:	055782
Order Date:	10/5/2021
Customer #:	AT8942649
Customer PO:	JESSE
Job Name:	city blocks

Shipping Info	
Ship Date:	10/5/2021
Ship Via:	ROUTE 7
Freight Terms:	
Sales Rep:	EE
Entered By:	KRAFTS

Quantity	UOM	Item #	Description	Unit Price	Amount
Ordered					Extended
1	EA	MJCR-0606	MJ x MJ DT CROSS 6" x 6" - C-153, CL, TC, L/ACC, IMP, BILLING WEIGHT=160 LBS	236.62	236.62
4	EA	UFR1500-C06	MEGA LUG 6" - PVC, RED, L/ACC, IMP	33.36	133.44
4	EA	MJPS-RG06	MJ SKIN PACK 6" - REG GSK, T-BOLTS, NO GLAND, IMP	18.80	75.20
26	EA	FCD202-0761-CC3-I	IRON SDL 6" x 3/4" - CC, DBL SS BAND, 6.63 - 7.61 OD, EPOXY, IMP 4 stock	65.97	1715.22
26	EA	FB-1001-3G-NL	CORP STOP BALL VLV 3/4" - CC x GJ-7 (PEP GRIP), NL (0 in stock leadtime 3 weeks)	74.65	1940.90
2	RL	PEIP-075300-NM	HDPE POLY PIPE 3/4" x 300' - IP, SIDR-7, PE4710, 250 PSI	167.52	335.04
1	EA	FCD202-0761-CC7-I	IRON SDL 6" x 2" - CC, DBL SS BAND, 6.63 - 7.61 OD, EPOXY, IMP	81.28	81.28
1	EA	FB-1600-7-NL	BRASS CORP STOP BALL 2" - CC x FIPT, NL	280.38	280.38
1	EA	C86-77-IDR7-NL	BRASS STRAIGHT CPLG 2" - PACK JNT, MIPT x PEP, NL (0 in stock, leadtime 3 weeks)	136.54	136.54
1	EA	NSTK-	QUOTE REFLECTS WHAT IS IN STOCK AT THIS MOMENT	.00	.00

Subtotal	Sales Tax	Charges	Total Amount
32149.81	.00	.00	32149.81

**SEE ATTACHED TERMS AND CONDITIONS**



# REQUISITION

**Requisition #:** 86301

**Date:** 10/05/2021

**Vendor #:** 8493

**ISSUED TO:** DEERE & COMPANY  
21748 NETWORK PLACE  
CHICAGO, IL 60673-1217

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 JOHN DEERE 5100 E CAB UTILITY		0.00 312-7015-80810	57,500.70
2	0 JOHN DEER 520M LOADER		0.00 312-7015-80810	5,854.13
3	0 JOHN DEERE R10 FLEX WING ROTARY		0.00 312-7015-80810	16,775.42
4	0 FRONTIER RB2309 9FT HEAVY DUTY REA		0.00 312-7015-80810	5,816.00
5	0 FRONTIER AP12G FIXED PALLET FORK		0.00 312-7015-80810	1,570.00
6	0 2021 PALADIN SWEEPSTER 84"		0.00 312-7015-80810	18,483.15
7	0 2021 DEGELMAN DE244600 ROLLER		0.00 312-7015-80810	29,454.00

**PO Description:** AIRPORT TRACTOR - ATTACHMENTS

**Detailed Description:**

NM STATE CONTRACT AG70-000-17-00057(PG 6SCG 21/22)  
AIRPORT GRANT TCS-21-02-01 - AMEND - TRACTOR ATTACHMENTS

<b>SUBTOTAL:</b>	135,453.40
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	135,453.40

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





**State of New Mexico  
General Services Department**

**Statewide Price Agreement**

**Awarded Vendor**

0000072366

John Deere Company  
2000 John Deere Run  
Cary, NC 27513

Telephone No. (800) 804 2000

Price Agreement Number: 70-000-17-00057

Payment Terms: See Contract

F.O.B.: See Contract

Delivery: See Contract

**Ship To:**

All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public bodies  
allowed by law.

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 827-1935

**Invoice:**

As Requested

**Title: Agricultural Tractors & Equipment**

**Term: May 18, 2017 – Nov. 28, 2021**

**This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.**

**Accepted for the State of New Mexico**

  
New Mexico State Purchasing Agent

Date: 05/18/2017

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #:

Page-2

Establish a Price Agreement based on GSA Contract #GS-30F-0007T for Agricultural Tractors and Equipment.

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

- Any GSA price updates will automatically take effect on any price agreements with the State of New Mexico.
- Any Adjustments in GSA discounts will automatically take effect on any price agreements with the State of New Mexico.
- Deere & Company will inform the state of any changes in its GSA pricing and/or discounts and provide the GSA Standard Form 30 (SF30) When it applies (ex. GSA doesn't normally provide an SF30 when discounts are increased).

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaed by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx Qty	Unit	Article and Description	Unit Price
------	------------	------	-------------------------	------------

001	1	Ea.	<u>Agricultural Tractors and Equipment</u>	
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\*\*\* 1 Item Total \*\*\*



**JOHN DEERE**

**A Purchase Order or Letter of Intent is required for all orders.**

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

**For any questions, please contact:**

**Joey Sanchez**

South Plains Implement, Ltd.

18770 Alameda

Tornillo, TX 79853

Tel: 915-764-2263

Fax: 915-764-2956

Email: [jsanchez@spitractor.com](mailto:jsanchez@spitractor.com)

- ☐ Vendor: Deere & Company
- ☐ 2000 John Deere Run  
Cary, NC 27513
- ☐ Contract name and number
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Membership number (if applicable)
- ☐ Tax exempt certificate (if applicable). Must be made out to Deere & Company.

**If information is not included, the Purchase Order or Letter of Intent will be returned.**





**JOHN DEERE**

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

**Quote Summary**

**Prepared For:**  
T Or C Airport  
TX

**Delivering Dealer:**  
South Plains Implement, Ltd.  
Joey Sanchez  
18770 Alameda  
Tornillo, TX 79853  
Phone: 915-764-2263  
jsanchez@spitractor.com

**Quote ID:** 25037294  
**Created On:** 11 August 2021  
**Last Modified On:** 13 September 2021  
**Expiration Date:** 11 October 2021

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 5100E Cab Utility Tractor <b>Contract:</b> NM Statewide Ag 70-000-17-00057 (PG 6S CG 22) <b>Price Effective Date:</b> April 12, 2019	\$ 57,500.70 X	1 =	\$ 57,500.70
JOHN DEERE 520M Loader <b>Contract:</b> NM Statewide Ag 70-000-17-00057 (PG 6S CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 5,854.13 X	1 =	\$ 5,854.13
JOHN DEERE R10 Flex wing Rotary Cutter <b>Contract:</b> NM Statewide Ag 70-000-17-00057 (PG 6S CG 22) <b>Price Effective Date:</b> April 1, 2019	\$ 16,775.42 X	1 =	\$ 16,775.42
Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade <b>Contract:</b> Federal Open Market Ag 30F_0007T (PG 1B CG 21) <b>Price Effective Date:</b> September 10, 2021	\$ 5,816.00 X	1 =	\$ 5,816.00
Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier <b>Contract:</b> Federal Open Market Ag 30F_0007T (PG 1B CG 21) <b>Price Effective Date:</b> September 10, 2021	\$ 1,570.00 X	1 =	\$ 1,570.00
2021 PALADIN Sweepster 84" <b>Contract:</b> <b>Price Effective Date:</b> <b>Salesperson :</b> X _____	\$ 18,483.15 X	1 =	\$ 18,483.15
<b>Accepted By :</b> X _____			



**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company  
2000 John Deere Run  
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

## JOHN DEERE 5100E Cab Utility Tractor

Hours:

Stock Number:

Contract: NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

Selling Price \*  
\$ 57,500.70

Price Effective Date: April 12, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697GP	5100E Cab Utility Tractor	1	\$ 66,908.00	27.25	\$ 18,232.43	\$ 48,675.57	\$ 48,675.57
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat	1	\$ 768.00	27.25	\$ 209.28	\$ 558.72	\$ 558.72
3025	Deluxe Cornerpost Exhaust	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,344.00	27.25	\$ 366.24	\$ 977.76	\$ 977.76
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Four Wheel Drive)	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
8912	Loader Preparation Package	1	\$ 1,800.00	27.25	\$ 490.50	\$ 1,309.50	\$ 1,309.50
<b>Standard Options Total</b>			<b>\$ 3,912.00</b>		<b>\$ 1,066.02</b>	<b>\$ 2,845.98</b>	<b>\$ 2,845.98</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
SJ16226	Rear Wiper Kit	1	\$ 288.75	27.25	\$ 78.68	\$ 210.07	\$ 210.07
BRE10015	Cell Phone Mount Kit	1	\$ 77.39	27.25	\$ 21.09	\$ 56.30	\$ 56.30
RE68495	Power Strip with Six Outlets	1	\$ 57.30	27.25	\$ 15.61	\$ 41.69	\$ 41.69
SJ12143	Horn Kit	1	\$ 22.32	27.25	\$ 6.08	\$ 16.24	\$ 16.24
BSJ10264	Right Hand Door Kit (CAB ONLY)	1	\$ 331.49	27.25	\$ 90.33	\$ 241.16	\$ 241.16
AL80126	Rear Mirror Mechanical - Left	1	\$ 204.44	27.25	\$ 55.71	\$ 148.73	\$ 148.73



**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
 18770 Alameda  
 Tornillo, TX 79853  
 915-764-2263  
 Admin@spitractor.com

AL80127	Rear Mirror Mechanical - Right	1	\$ 204.44	27.25	\$ 55.71	\$ 148.73	\$ 148.73
AL232067	Radio - AM/FM, Bluetooth Ready, and Satellite Capable	1	\$ 722.89	27.25	\$ 196.99	\$ 525.90	\$ 525.90
AL222926	Antenna	1	\$ 139.58	27.25	\$ 38.04	\$ 101.54	\$ 101.54
BSJ10110	3rd Rear SCV (Upgrade from 2 rear SCV)	1	\$ 1,065.45	27.25	\$ 290.34	\$ 775.11	\$ 775.11
BSJ10105	3rd Function Mid Hydraulic Control Valve Kit (Converting Dual Mid to Triple Mid)	1	\$ 1,870.00	27.25	\$ 509.58	\$ 1,360.43	\$ 1,360.43
RE244870	Rear Fender Extension	1	\$ 220.19	27.25	\$ 60.00	\$ 160.19	\$ 160.19
R213907	Weight, rear wheel - 43.09 kg (95 lb)	4	\$ 154.77	27.25	\$ 42.17	\$ 450.38	\$ 450.38
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 567.78	27.25	\$ 154.72	\$ 413.06	\$ 413.06
SJ14958	Beacon Light Kit	1	\$ 135.56	27.25	\$ 36.94	\$ 98.62	\$ 98.62
RE229427	Backup alarm kit	1	\$ 184.80	27.25	\$ 50.36	\$ 134.44	\$ 134.44
DZ102076	Engine Block Heater (120V)	1	\$ 146.49	27.25	\$ 39.92	\$ 106.57	\$ 106.57
<b>Dealer Attachments Total</b>			<b>\$ 6,857.95</b>		<b>\$ 1,868.79</b>	<b>\$ 4,989.16</b>	<b>\$ 4,989.16</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
			<b>Fees</b>				
	Customer Delivery Open Market	1	990.00			990.00	990.00
<b>Equipment Fees Total</b>			<b>\$ 990.00</b>		<b>\$ 990.00</b>	<b>\$ 990.00</b>	<b>\$ 990.00</b>
<b>Total Selling Price</b>			<b>\$ 78,667.95</b>		<b>\$ 21,167.24</b>	<b>\$ 57,500.71</b>	<b>\$ 57,500.71</b>

## JOHN DEERE 520M Loader

**Equipment Notes:****Hours:****Stock Number:**

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG 22)

**Selling Price \*****\$ 5,854.13****Price Effective Date:** April 1, 2019

\* Price per item - includes Fees and Non-contract items

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
 18770 Alameda  
 Tornillo, TX 79853  
 915-764-2263  
 Admin@spitractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 7,051.00	27.25	\$ 1,921.40	\$ 5,129.60	\$ 5,129.60
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,122.00	27.25	\$ -305.75	\$ -816.25	\$ -816.25
2513	520M Mechanical Farm Loader, Mechanical Self-Leveling (MSL) - Three-function	1	\$ 1,068.00	27.25	\$ 291.03	\$ 776.97	\$ 776.97
4529	Three-function hoses and parts with Single Point Hydraulic Connection	1	\$ 793.00	27.25	\$ 216.09	\$ 576.91	\$ 576.91
5995	Less hood guard	1	\$ -318.00	27.25	\$ -86.66	\$ -231.34	\$ -231.34
6995	Less ballast box	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	\$ 213.00	27.25	\$ 58.04	\$ 154.96	\$ 154.96
<b>Standard Options Total</b>			<b>\$ 634.00</b>		<b>\$ 172.75</b>	<b>\$ 461.25</b>	<b>\$ 461.25</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BW14267	2150-mm (85-in.) replaceable bucket cutting edge with hardware	1	\$ 361.90	27.25	\$ 98.62	\$ 263.28	\$ 263.28
<b>Dealer Attachments Total</b>			<b>\$ 361.90</b>		<b>\$ 98.62</b>	<b>\$ 263.28</b>	<b>\$ 263.28</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 8,046.90</b>		<b>\$ 2,192.77</b>	<b>\$ 5,854.13</b>	<b>\$ 5,854.13</b>

**JOHN DEERE R10 Flex wing Rotary Cutter**

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

**Equipment Notes:****Hours:****Stock Number:****Selling Price \***

**Contract:** NM Statewide Ag 70-000-17-00057 (PG 6S CG  
22)

**\$ 16,775.42****Price Effective Date:** April 1, 2019

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2330P	R10 Flex wing Rotary Cutter	1	\$ 21,460.00	27.25	\$ 5,847.85	\$ 15,612.15	\$ 15,612.15
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
3336	6 Foam-Filled Tires - (Double tires on center and wing) - Severe duty ag tires	1	\$ 927.00	27.25	\$ 252.61	\$ 674.39	\$ 674.39
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball type hitch	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
5290	Suspended Tongue	1	\$ 672.00	27.25	\$ 183.12	\$ 488.88	\$ 488.88
9043	Text Free Operator's Manual and Decal Kit	1	\$ 0.00	27.25	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 1,599.00</b>		<b>\$ 435.73</b>	<b>\$ 1,163.27</b>	<b>\$ 1,163.27</b>
<b>Value Added Services</b>							
<b>Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 23,059.00</b>		<b>\$ 6,283.58</b>	<b>\$ 16,775.42</b>	<b>\$ 16,775.42</b>

**Frontier RB2309 - 9 Ft. Heavy Duty Rear Blade****Equipment Notes:****Hours:****Stock Number:****Selling Price \***

**Contract:** Federal Open Market Ag 30F\_0007T (PG 1B CG  
21)

**\$ 5,816.00****Price Effective Date:** September 10, 2021

\* Price per item - includes Fees and Non-contract items



**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294      Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1323XF	RB2309 - 9 Ft. Heavy Duty Rear Blade	1	\$ 3,964.00	0.00	\$ 0.00	\$ 3,964.00	\$ 3,964.00
<b>Standard Options - Per Unit</b>							
1010	Hydraulic Cylinder Kit, Angle - Offset - Tilt	1	\$ 1,852.00	0.00	\$ 0.00	\$ 1,852.00	\$ 1,852.00
<b>Standard Options Total</b>			<b>\$ 1,852.00</b>		<b>\$ 0.00</b>	<b>\$ 1,852.00</b>	<b>\$ 1,852.00</b>
<b>Total Selling Price</b>			<b>\$ 5,816.00</b>		<b>\$ 0.00</b>	<b>\$ 5,816.00</b>	<b>\$ 5,816.00</b>

**Frontier AP12G Fixed Pallet Fork for Current Loaders with Global Carrier****Equipment Notes:****Hours:****Stock Number:****Selling Price \*****Contract:** Federal Open Market Ag 30F\_0007T (PG 1B CG 21)**\$ 1,570.00****Price Effective Date:** September 10, 2021

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2154XF	AP12G Fixed Pallet Fork for Current Loaders with Global Carrier	1	\$ 1,507.00	0.00	\$ 0.00	\$ 1,507.00	\$ 1,507.00
<b>Standard Options - Per Unit</b>							
1010	48 In. Pallet Tine	1	\$ 63.00	0.00	\$ 0.00	\$ 63.00	\$ 63.00
<b>Standard Options Total</b>			<b>\$ 63.00</b>		<b>\$ 0.00</b>	<b>\$ 63.00</b>	<b>\$ 63.00</b>
<b>Total Selling Price</b>			<b>\$ 1,570.00</b>		<b>\$ 0.00</b>	<b>\$ 1,570.00</b>	<b>\$ 1,570.00</b>

**2021 PALADIN Sweepster 84"**

**JOHN DEERE**

# Selling Equipment

Quote Id: 25037294

Customer Name:

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

**Equipment Notes:**

Hours: 0

Stock Number:

Selling Price \*

Contract:

\$ 18,483.15

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Open Market	Open Market 84" Sweeper with PTO pump Kit and Hydraulic Functions	1	\$ 18,483.15	0.00	\$ 0.00	\$ 18,483.15	\$ 18,483.15
Total Selling Price			\$ 18,483.15		\$ 0.00	\$ 18,483.15	\$ 18,483.15

**2021 DEGELMAN DE244600****Equipment Notes:**

Hours: 0

Stock Number:

Selling Price \*

Contract:

\$ 29,454.00

Price Effective Date:

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Open Market	Open Market 20' Land Roller W/Hydraulic Swing	1	\$ 25,480.00	0.00	\$ 0.00	\$ 25,480.00	\$ 25,480.00
Other Charges							
	Freight	1	\$ 1,350.00			\$ 1,350.00	\$ 1,350.00
	Customer Setup	1	\$ 1,160.00			\$ 1,160.00	\$ 1,160.00
			\$ 2,510.00			\$ 2,510.00	\$ 2,510.00
Suggested Price							\$ 27,990.00
Fees							
	Customer Delivery	1	984.00			984.00	984.00
	Customer setup	1	480.00			480.00	480.00
	Equipment Fees Total		\$ 1,464.00			\$ 1,464.00	\$ 1,464.00



**JOHN DEERE**

## Selling Equipment

**Quote Id:** 25037294

**Customer Name:**

**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

South Plains Implement, Ltd.  
18770 Alameda  
Tornillo, TX 79853  
915-764-2263  
Admin@spitractor.com

Total Selling Price	\$ 29,454.00	\$ 0.00	\$ 29,454.00	\$ 29,454.00
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# REQUISITION

**Requisition #:** 86296

**Date:** 10/04/2021

**Vendor #:** 0041

**ISSUED TO:** BARTOO SAND & GRAVEL, INC.  
PO BOX 3769  
T OR C, NM 87901

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	428 ASPHALT HOTMIX- IN PLACE		107.00 216-4503-43550	49,688.66
<b>PO Description:</b> ASPHALT HOTMIX <b>Detailed Description:</b> ASPHALT HOTMIX- 7TH & 8TH/ CORBETT & 4TH STREET BETWEEN CORBETT & COLEMAN BARTOO CONTRACT- ITB 21-22-003				

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

<b>SUBTOTAL:</b>	45,796.00
<b>TOTAL TAX:</b>	3,892.66
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	49,688.66



## City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 952-0490 Fax (575) 894-0363

### NOTICE OF AWARD

October 4, 2021

Jared Bartoo  
Bartoo Sand and Gravel, Inc  
PO Box 3769  
Truth or Consequences, NM 87901

Re: Notice of Award of ITB # 21-22-003 Road Materials and Equipment Rental

Dear Mr. Bartoo,

We are pleased to offer you the award for the Invitation to Bid (ITB) #21-22-003 for Road Materials and Equipment Rental.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Thursday, October 7, 2021 by 2:00 pm. You can return the acceptance letter to me via email at [procurement@torcnm.org](mailto:procurement@torcnm.org) or in person at 505 Sims Street, T or C.

I have attached a draft agreement for your review. Please review the agreement and let me know if you have any questions.

We will get your signature on the agreement once it has been approved by the City Commission on October 13, 2021. Please note that no purchases for this award can be executed until you receive an approved purchase order.

We look forward to the execution of this contract and to working with your firm. Should you have any questions, please do not hesitate to contact me at 575-952-0490.

Sincerely,

Donna R Gardner  
Procurement Manager

Attachments: Acceptance of Award Letter  
Agreement



# REQUISITION

**Requisition #:** 86295

**Date:** 10/04/2021

**Vendor #:** 0041

**ISSUED TO:** BARTOO SAND & GRAVEL, INC.  
PO BOX 3769  
T OR C, NM 87901

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	419 ASPHALT HOTMIX- IN PLACE		107.00 216-4503-43550	48,643.81
<b>PO Description:</b> ASPHALT HOTMIX- LGRF 2020/2021 HW2L1000464				
<b>Detailed Description:</b> ASPHALT HOTMIX- LGRF 2020/2021 HW2L1000464 PENDING CONTRACT APPROVAL. ITB #21-22-003 ROAD MATERIALS AND EQUIPMENT RENTAL				

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

<b>SUBTOTAL:</b>	44,833.00
<b>TOTAL TAX:</b>	3,810.81
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	48,643.81





## City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 952-0490 Fax (575) 894-0363

### NOTICE OF AWARD

October 4, 2021

Jared Bartoo  
Bartoo Sand and Gravel, Inc  
PO Box 3769  
Truth or Consequences, NM 87901

Re: Notice of Award of ITB # 21-22-003 Road Materials and Equipment Rental

Dear Mr. Bartoo,

We are pleased to offer you the award for the Invitation to Bid (ITB) #21-22-003 for Road Materials and Equipment Rental.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Thursday, October 7, 2021 by 2:00 pm. You can return the acceptance letter to me via email at [procurement@torcnm.org](mailto:procurement@torcnm.org) or in person at 505 Sims Street, T or C.

I have attached a draft agreement for your review. Please review the agreement and let me know if you have any questions.

We will get your signature on the agreement once it has been approved by the City Commission on October 13, 2021. Please note that no purchases for this award can be executed until you receive an approved purchase order.

We look forward to the execution of this contract and to working with your firm. Should you have any questions, please do not hesitate to contact me at 575-952-0490.

Sincerely,

Donna R Gardner  
Procurement Manager

Attachments: Acceptance of Award Letter  
Agreement



# REQUISITION

**Requisition #:** 86207

**Date:** 09/20/2021

**Vendor #:** 7498

**ISSUED TO:** WESTERN UNITED ELECTRIC  
SUPPLY CORPORATION  
100 BROMLEY BUSINESS PKWY  
BRIGHTON, CO 80603

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	13 35FT CLASS 4 DF WOOD POLE		519.00 503-3702-44607	6,747.00
2	8 40 FT. CLASS 4 DF WOOD POLE		655.00 503-3702-44607	5,240.00
3	5 45 FT. CLASS 2 DF WOOD POLE		1,002.00 503-3702-44607	5,010.00
4	6 45 FT. CLASS 4 DF PW WOOD POLE		696.00 503-3702-44607	4,176.00
5	4 50 FT. CLASS 2 DF PW WOOD POLE		1,169.00 503-3702-44607	4,676.00

**PO Description:** WOOD POLES- INVENTORY

**Detailed Description:**

WOOD POLES- INVENTORY

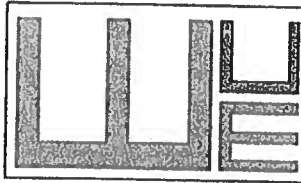
PER 3 QUOTES: WESTERN UNITED ELECTRIC, IRBY & BELL LUMBER & POLE CO.

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

<b>SUBTOTAL:</b>	25,849.00
<b>TOTAL TAX:</b>	0.00
<b>SHIPPING:</b>	0.00
<b>TOTAL</b>	25,849.00

Western United Electric Supply Corp

7311 La Morada Pl NW  
Albuquerque, NM 87120  
US  
505-346-9572



# QUOTATION

Order Number	
2035378	
Order Date	Page
9/17/2021 14:48:57	1 of 1

Quote Expires On: 10/17/2021

**Bill To:**

City of Truth or Consequences  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901  
US

**Ship To:**

City of Truth or Consequences  
505 SIMS STREET  
TRUTH OR CONSEQUENCES, NM 87901  
US

575-894-6675

Attn: Ruby Otero-Vallejos

Requested By: Bo Easley

Customer ID: 10250

PO Number					Ship Route	Taker			
Pole Quote 9/17/21						FTORRES			
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size			
13.00	0.00	13.00	EA		35 FT CLASS 4 DF	EA	519.000000	6,747.00	
				1.0	WOOD POLE 35' CLASS 4 DF	1.0			
8.00	0.00	8.00	EA		40 FT CLASS 4 DF	EA	655.000000	5,240.00	
				1.0	40 ft df class 4	1.0			
5.00	0.00	5.00	EA		45 FT CLASS 2 DF	EA	1,002.000000	5,010.00	
				1.0	45 ft class 2 df	1.0			
6.00	0.00	6.00	EA		45FT CLASS 4 DF PW	EA	696.000000	4,176.00	
				1.0	45ft Class 4 df	1.0			
4.00	0.00	4.00	EA		50FT CLASS 2 DF PW	EA	1,169.000000	4,676.00	
				1.0	50ft Class 2 df	1.0			
					6-7 WKS				

Total Lines: 5

**SUB-TOTAL:** 25,849.00

**TAX:** 0.00

**AMOUNT DUE:** 25,849.00

U.S. Dollars







778 - 1st Street NW  
New Brighton MN, 55112-0024

651-633-4334  
www.blpole.com

Stuart C Irby Company  
Victor Rodriguez  
rodriguez@irby.com

Date: 17-Sep-2021  
Reference:  
Bell Quote: 130774

Douglas Fir Poles per ANSI Standard O5.1 - Latest Revision, pressure treated with Pentachlorophenol and oil per AWPA  
Commodity Specification D - Latest Revision, Use Category 4C. Bell Lumber & Pole Inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
13	DF	4/35	PW dtd 4/19/94	\$527.65	\$6,859.45
8	DF	4/40	PW dtd 4/19/94	\$699.10	\$5,592.80
5	DF	2/45	PW dtd 4/19/94	\$1018.58	\$5,092.90
6	DF	4/45	PW dtd 4/19/94	\$708.75	\$4,252.50
4	DF	2/50	PW dtd 4/19/94	\$1,192.70	\$4,770.80

FOB: Self-Unloading Truck - Truth or Consequences NM

**Total Quantity: 36**

**Total Bid: \$26,568.45**

Shipment: Commencing 6-7 week(s) after receipt of order via self-unloading truck.

Adjusted quantities to accommodate a full truckload.

Terms: Net 30 Days

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Freight is subject to fuel surcharges as they may occur.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on Sep 20, 2021 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when required by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") makes no warranties, express or implied, relating to the poles including, without limitation, warranties of merchantability or fitness for a particular purpose. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.



778 - 1st Street NW  
New Brighton MN, 55112-0024

651-633-4334  
www.blpole.com

City of T or C  
Attn: Bo Easley

Date: 17-Sep-2021  
Reference:  
Bell Quote: 130774

Douglas Fir Poles per ANSI Standard O5.1 - Latest Revision, pressure treated with Pentachlorophenol and oil per AWP  
Commodity Specification D - Latest Revision, Use Category 4C. Bell Lumber & Pole inspection charges are included.

<u>Quantity</u>	<u>Species</u>	<u>Class/Length</u>	<u>Framing</u>	<u>Price Each</u>	<u>Extended</u>
13	DF	4/35	PW dtd 4/19/94	\$530.00	\$6,890.00
8	DF	4/40	PW dtd 4/19/94	\$700.00	\$5,600.00
5	DF	2/45	PW dtd 4/19/94	\$1025.00	\$5,125.00
6	DF	4/45	PW dtd 4/19/94	\$715.00	\$4,290.00
4	DF	2/50	PW dtd 4/19/94	\$1,300.00	\$5,200.00

FOB: Self-Unloading Truck - Truth or Consequences NM

**Total Quantity: 36**

**Total Bid: \$27,105.00**

Shipment: Commencing 6-7 week(s) after receipt of order via self-unloading truck.

Adjusted quantities to accommodate a full truckload.

Terms: Net 30 Days

When framing is required, delivery lead time is subject to receipt of approved framing prints no less than 4 week(s) prior to commencing delivery date. When line staked delivery is required, line staking sheets must be provided no less than 4 week(s) prior to commencing delivery date.

Freight is subject to fuel surcharges as they may occur.

Stock is subject to availability at the time of the order placement.

This quotation is valid for acceptance through the end of business day on Sep 20, 2021 and is being offered on the basis of order placement for all/or a proportionate share of each class and length protecting full truckload quantities. Receipt of Purchase Order after validity date is subject to price and lead time review.

Thank you for the opportunity to quote on your wood pole requirements. We look forward to being of service.

Bell Lumber & Pole Company

Tami Roetschberg

This quote does not include any sales, use or other tax that may apply to the customer. Customer will provide specific sales, use or other tax documentation, including tax resale or exemption certificates for all shipment destinations. In the absence of receiving resale or exemption certificates from the customer, Bell Lumber & Pole Company will charge sale or use tax on invoices, when requires by law.

By accepting this quote and ordering the products described above, Customer agrees to the following: Bell Lumber & Pole Company ("Bell") makes no warranties, express or implied, relating to the poles including, without limitation, warranties of merchantability or fitness for a particular purpose. Customer hereby grants Bell a purchase money security interest in the poles sold hereunder, together with all products and proceeds thereof, and authorizes Bell to file financing statements with respect thereto. The terms and conditions set forth herein contain the entire agreement between Customer and Bell with respect to the subject matter hereof, supersede all other written and oral communications, and may not be modified or waived except in writing. This agreement shall be deemed to have been made in the State of Minnesota, shall be governed by Minnesota law, and the parties agree to jurisdiction and venue in any federal or state court located in Hennepin County, Minnesota, with respect to any dispute hereunder. Bell is not liable to Customer for any incidental, consequential, special or punitive damages relating to the poles and this agreement shall in no event exceed the price paid by Customer to Bell hereunder. Any payment not made when due shall accrue a late charge of one and one-half percent (1.5%) per month or, if lower, the maximum rate permitted by law. Customer shall reimburse Bell for any expenses, including reasonable attorneys' fees incurred by Bell in enforcing its rights hereunder.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.7

**SUBJECT:** Approval of Agency Agreement between Leads Online and the Truth or Consequences Police Department.

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** October 4, 2021

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Commission approval of the Agency Agreement between Leads Online and Truth or Consequences Police Department.

**Recommendation:**

Approve.

**Attachments:**

- Agency Agreement between Leads Online and Truth or Consequences Police Department.

**Fiscal Impact (Finance): Yes**

Annual Subscription Fee \$2,113, paid from police department budget out of Law Enforcement Protection Fund

**Legal Review (City Attorney): Yes**

No objections

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

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

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-13-2021



## AGENCY AGREEMENT

This LeadsOnline LLC AGENCY AGREEMENT ("Agreement"), dated October 1, 2021, ("Effective Date") is made between Truth or Consequences Police Department ("Agency") and LeadsOnline LLC ("Leads").

### SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Transaction Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and providing access to Transaction Data and other records.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

### 1. Definitions

- 1.1 "Transaction Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal Financial Institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Transaction Data and/or submit Transaction Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Transaction Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Transaction Data regarding (a) the receipt or sale of products regulated by law and (b) the receipt or other disposition of merchandise or materials, and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.
- 1.7 "Agency Files" means case information electronically transferred by Agency to Leads' System for automated comparison to Transaction Data and Agency Files submitted by other Law Enforcement Agencies.

## **2. Responsibilities of Agency**

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Transaction Data accessed via Leads by its Law Enforcement Official is the responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
- 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
- 2.4 Agency agrees that accounts will be (a) registered only to individual Law Enforcement Officials employed exclusively by Agency and (b) will be used only by the specific Law Enforcement Official to whom the account is registered and (c) will not be used to access or otherwise provide information from Leads System to other Law Enforcement Agencies.
- 2.5 Agency represents and warrants that it shall only submit, access, use and disclose Transaction Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Transaction Data accessed by its users.
- 2.6 Agency is responsible for securing Transaction Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state Transaction Data security breach laws and the GLBA.
- 2.7 Agency understands and acknowledges that Transaction Data and other records accessible by Law Enforcement Officials via Leads' System contains non-public personally identifiable information that is unrelated to any Agency case. This includes Transaction Data submitted by businesses and Law Enforcement Agencies outside of Agency's jurisdiction and outside of Agency's state. Such Transaction Data and other information may not be eligible for disclosure in response to a public record request according to applicable law. Leads does not grant Agency access to Leads' System for the purpose of searching records to respond to a public records request when Agency did not have the record at the time the public records request was made. If Agency searches Leads' System in response to a request for Public Records, Agency is acting of its own accord.
- 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
- 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.
- 2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to [privacy@leadsonline.com](mailto:privacy@leadsonline.com).

- 2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

### **3. Responsibilities of Leads**

- 3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Transaction Data for access only by Law Enforcement Officials.
- 3.2 Leads agrees to secure Transaction Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.
- 3.3 Leads agrees to limit access to Agency Files to authorized Law Enforcement Officials, and shall apply safeguards to protect Agency Files according to standards applicable to the information in Agency Files. Leads agrees to purge all Agency Files according to CJIS standards upon Agency's written request.
- 3.4 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

### **4. Conditions for use of Leads' System**

- 4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.
- 4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.
- 4.3 Agency represents it is a Law Enforcement Agency.
- 4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.
- 4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and providing access to Transaction Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user. Agency acknowledges that Leads does not enforce laws and only represents Agency in the capacity of receiving Transaction Data from Reporting Businesses and Law Enforcement Agencies and making information available to Law Enforcement Officials via Leads' System.



- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Transaction Data, but cannot and does not represent or endorse the accuracy or reliability of Transaction Data or other information submitted by Reporting Business and Law Enforcement Agencies. Transaction Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads is not responsible for ensuring the compliance of Reporting Businesses with their Transaction Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Transaction Data via Leads.
- 4.9 Transaction Data submitted by Reporting Businesses and Transaction Data and limited information from Agency Files submitted by Agency is accessible by Law Enforcement Officials with other Law Enforcement Agencies.

## **5. Term**

- 5.1 This Agreement will become effective as of the Effective Date and remain in effect for one (1) year (the "Initial Term") and any renewal term, or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term or any renewal term, the parties may renew this Agreement for an additional one-year term. Mutual agreement to renew will be evidenced by Leads' submission of a valid invoice for the renewal year at then-current pricing and Agency's payment of such invoice within thirty (30) days of renewal.
- 5.3 Following written notice and a cure period of not less than ten (10) days, either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing sixty (60) days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

## **6. Disclaimer and Indemnification**

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM.**
- 6.2 **EACH PARTY SHALL HOLD THE OTHER PARTY FREE AND HARMLESS FROM THEIR OWN RESPECTIVE TORTIOUS CONDUCT.**

- 6.3 IN NO EVENT SHALL LEADS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF A REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.4 AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF INSURANCE PROCEEDS PAID BY LEADS' INSURANCE CARRIERS. LEADS AGREES TO, AT A MINIMUM, MAINTAIN ITS CURRENT INSURANCE IN PLACE THROUGHOUT THE TERM OF THE CONTRACT. LEADS AGREES TO MAINTAIN LIABILITY INSURANCE AT ALL MATERIAL TIMES TO COVER ALL NEGLIGENT CONDUCT AND OMISSIONS IN CONNECTION WITH THE AGREEMENT.
- 6.5 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any patents, trademarks, or copyrights of any other party by reason of the use or integration of any proprietary software, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise from the misuse of Leads' System or Transaction Data or any other breach of this Agreement by Agency.
- 6.6 Agency shall ensure that any local law, instructions or directive given by Agency or Agency's Law Enforcement Officials related to Reporting Businesses ("Agency Directives") do not conflict with applicable laws. **LEADS SHALL NOT, UNDER ANY CIRCUMSTANCE, BE RESPONSIBLE OR LIABLE FOR ANY THIRD-PARTY CLAIM ARISING OUT OF OR IN ANY WAY CHALLENGING THE ENFORCEABILITY OR VALIDITY OF SUCH AGENCY DIRECTIVES OR APPLICABLE LAWS.**
- 6.7 The parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either party.
- 6.8 The parties agree that no provision of this Agreement extends the either party's liability beyond the liability provided in applicable law, and no provision of this Agreement shall be considered a waiver by either party of any right, defense, or immunity available according to applicable law.

## **7. Miscellaneous**

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party deems the unenforceable provision to be essential to this Agreement, in which case either party may terminate this Agreement, effective immediately upon notice to the other party.
- 7.3 The parties reserve the right to disclose any information in response to a duly authorized subpoena.

- 7.4 Any waiver by either party of a breach of any provision of this Agreement by the other party or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by such party.
- 7.5 The parties acknowledge that all services provided under this Agreement are performed from Leads' facilities, and Leads does not physically come to Agency for purposes of providing any services related to this Agreement.
- 7.6 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.7 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.
- 7.8 This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in or near Sierra County, New Mexico.
- 7.9 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

**LEADS****LeadsOnline LLC****Signature:** **Print Name:** Alexander Finley**Title:** Chief Executive Officer**Date:** 9/10/2021**Address:** 6900 Dallas Parkway, Suite 825  
Plano, TX 75024-4200**Tax ID:** 42-1720332**AGENCY****Truth or Consequences Police Department****Signature:** \_\_\_\_\_**Print Name:** \_\_\_\_\_**Title:** \_\_\_\_\_**Date:** \_\_\_\_\_**Address:** 507 McAdoo Street  
Truth or Consequences, NM 87901



## AGENCY AGREEMENT – Attachment 'A'

### SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	TotalTrack
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓
eBay First Responder Service	✓
OfferUp Search Listings	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Annual subscription fee for the Initial Term due on November 1, 2021. Annual subscription fee after the first year will be invoiced according to then-current pricing and is due within 30 days of renewal.	\$2,113



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.8

**SUBJECT:** Recruitment procedure or possible appointment of a qualified elector to fill the vacancy of City Commissioner Position II.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** October 7, 2021

**SUBMITTED BY:** Angela A. Torres, City Clerk

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

**Summary/Background:**

Commissioner Aragon submitted his resignation letter on September 13, 2021. Sec. 2-29 in the Municipal Code states; vacancies in the Commission shall, by a majority vote, be filled by the remaining Commissioners for the period intervening between the occurrence of the vacancy and the next regular election.

§ 3-14-9. Vacancies in commission: If a vacancy occurs in the commission, the remaining elected and appointed commissioners shall, by a majority vote, appoint a qualified elector to fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

**Recommendation:**

N/A

**Attachments:**

- Resignation Letter
- Sec. 2-29. Vacancies
- § 3-14-9. Vacancies in commission

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

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

**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. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-13-2021

*Sandra Whitehead*  
Mayor

*Amanda Forrister*  
Mayor Pro-Tem

*Frances Luna*  
Commissioner



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

*Paul Baca*  
Commissioner

*Randall Aragon*  
Commissioner

*Morris Madrid*  
City Manager

September 13, 2021

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

**Subject: Resignation from City Commission**

Due to my accepting a position with the City of La Marque, Texas, I regretfully tender my resignation from the City Commission: my last meeting of attendance will be September 22, 2021.

My tenure as City Commissioner has been rewarding and I will unquestionably miss working with you, Mayor Whitehead, Mayor Pro-Tem Forrister, Commissioner Baca, and Commissioner Luna.

Very truly yours,

Randall Aragon  
City Commissioner  
Position #2

c: Mayor Sandra Whitehead



**Sec. 2-29. - Vacancies.**

Vacancies in the Commission shall, by majority vote, be filled by the remaining Commissioners for the period intervening between the occurrence of the vacancy and the next regular election.

(Code 1962, § 1-5-9)

**State Law reference—** Vacancies in Commission, NMSA 1978, § 3-14-9.

**3-14-9. Vacancies in commission.**

If a vacancy occurs in the commission, the remaining elected and appointed commissioners shall, by a majority vote, appoint a qualified elector to fill the vacancy until the next regular local election, at which time a qualified elector shall be elected to fill the remaining unexpired term, if any.

**History:** 1953 Comp., § 14-13-9, enacted by Laws 1965, ch. 300; 1973, ch. 129, § 2; 1985, ch. 208, § 112; 2018, ch. 79, § 57.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.9

**SUBJECT:** MOU Between The City of Truth or Consequences and Sierra Electric Coop  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** October 7, 2021  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

**Summary/Background:**

Sierra Electric Coop and the City of Truth or Consequences would like to explore the feasibility of selling the City's electric infrastructure to the Coop. This MOU is a first step in sharing the information with one another.

**Recommendation:**

Approve

**Attachments:**

- MOU
- .

**Fiscal Impact (Finance):** No

None at this time.

**Legal Review (City Attorney):** Yes

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

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

**Final Approval:** ☒ City Manager

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

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

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

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

File Name: CC Agendas 10-13-2021



## **Memorandum of Understanding**

This Memorandum of Understanding is entered on this 13th day of October, 2021 by and between the City of Truth or Consequences, New Mexico hereinafter referred to as the (**City**), a municipal government and the Sierra Electric Cooperative, Inc. ("**Sierra**"). This Memorandum of Understanding (the "**MOU**") shall be effective as of the date it is fully executed by both the City and Sierra.

WHEREAS, the City has approached Sierra about acquiring the electric distribution grid assets ("City System") and providing the electricity services currently provided by the City to its customers ("City Customers").

WHEREAS, Sierra and the City are interested in evaluating the merits of Sierra acquiring the City System and serving the City Customers.

WHEREAS, the City is interested in providing the most reliable energy source available to the community and protecting consumer interests.

WHEREAS, Sierra is a not for profit member-owned rural electric cooperative and has a fiduciary duty of due diligence to its member/consumers prior to undertaking any acquisition of the City System.

WHEREAS, Sierra nor the City have the resources to perform the necessary due diligence evaluation of the costs and benefits of acquiring the City System and serving the City Customers and must therefore contract with consultants to perform this assessment.

WHEREAS, Sierra has a proposal from the National Rural Electric Cooperative Association's Consulting Services Department ("Consultant") to conduct a preliminary acquisition study and resultant plan for evaluating the acquisition of the City System.

WHEREAS, the work to be performed by Consultant will require access to and interaction with the City and its facilities, personnel and records related to the City System.

### **1. Purpose and Consideration**

This MOU memorializes the agreement of the parties as to providing the Consultant with access at reasonable times to the City System and City personnel and records to the extent necessary to perform the evaluation of the acquisition of the City System by Sierra.

The Parties to this MOU acknowledge and agree that there is mutual value and benefit in the performance of the Consultant's preliminary acquisition study and resultant plan. City will not be required to pay for any of the costs associated with the performance of Consultant's work.

### **2. Scope of MOU**

The Parties to this MOU agree that the City shall cooperate with Sierra and its Consultant in promptly providing any information or access to personnel, records, or facilities related to or comprising the City System that the Consultant deems reasonably necessary to complete the evaluation of the potential acquisition of the City System. Sierra agrees that it shall be responsible for maintaining the confidentiality of any such information provided to the Consultant.

**3. Term and Effective Date**

This Memorandum of Understanding shall be effective from the date it is signed by each party.

**4. Amendment**

This MOU shall not be altered, changed, or modified except by an amendment memorialized in writing and executed by the parties hereto.

**5. Notices**

Any notices required to be given under this MOU shall be in writing and served by personal delivery, mail, or e-mail to the following parties.

City of Truth or Consequences:

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

Sierra Electric Cooperative Inc.:

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

**CITY:**

**SIERRA:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.10

**SUBJECT:** Approval to hold one meeting in November on November 17th and one meeting in December on December 15th in lieu of regular scheduled meetings for November and December 2021.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

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

**WHO WILL PRESENT THE ITEM:** Angela A. Torres, City Clerk-Treasurer

**Summary/Background:**

Each year the Commission determines whether to combine meetings and only hold one meeting during the months of November and December due to the Thanksgiving and Christmas Holidays.

If any important issues arise a Special Meeting can be called if needed.

**Recommendation:**

Approval to hold one meeting on November 17, 2021 and one meeting on December 15, 2021.

**Attachments:**

**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 10-13-2021



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: October 13, 2021

Agenda Item #: H.11

**SUBJECT:** Consider appointment of Susanne Carlstedt to serve as a member on the Public Arts Advisory Board.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** October 7, 2021

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

**WHO WILL PRESENT THE ITEM:** Angela A. Torres, Clerk-Treasurer

***Summary/Background:***

On September 14, 2021 the Public Arts Advisory Board recommended the appointment of Susanne Carlstedt to become the 5<sup>th</sup> member on their board. The term is for two years, and will expire on June 30, 2023. The position has also been advertised in the local newspaper.

***Recommendation:***

The Public Arts Advisory Board recommended the appointment of Susanne Carlstedt to serve as a member on their board.

***Attachments:***

- Public Arts Advisory Board Minutes
- Susanne Carlstedt Board Member Application

***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 10-13-2021



# **City of Truth or Consequences**

405 W. Third

Truth or Consequences, New Mexico 87901

Phone: 575-894-6673 Fax: 575-894-7767

## **PUBLIC ARTS ADVISORY BOARD REGULAR MEETING MINUTES Tuesday, September 14, 2021 at 4:00 p.m.**

### ***ROLL CALL:***

Sid Bryan, Tourism - Chairman

Cary "Jagger" Gustin, Sierra Arts Council – Vice-Chairman

Eduardo Alicea, Art Representative

Andy Underwood, Business Community

### ***A. APPROVAL OF THE AGENDA***

1. September 14, 2021

Member Underwood made a motion to approve the Agenda for September 14, 2021.

Vice-Chairman Gustin seconded the motion.

Motion carried unanimously.

### ***B. APPROVAL OF MINUTES***

1. June 15, 2021 Meeting

Member Alicea made a motion to approve the Minutes from June 15, 2021.

Member Underwood seconded the motion.

Motion carried unanimously.

### ***C. COMMENTS FROM THE PUBLIC***

No Comments.

### ***D. NEW BUSINESS***

1. Discussion/Action: Geronimo Springs Fountain Improvements

Vice-Chairman Gustin advised the board that some work had begun on the fountain, but more work definitely needs to be done. The water system needs to be fixed as well.

Member Gustin asked how much money they had to work with in their fund and

Secretary Gabaldon advised them that they would need to get that information from City Manager Swingle. Vice-Chairman Gustin advised that he had spoken to City Manager

Swingle and that he had found the Ordinance which gives the Public Arts Advisory Board 1% of the Lodgers Tax, but they aren't sure how much is available and if the funds roll over.

Member Underwood made a motion to find out how much is available.

Vice-Chairman Gustin seconded the motion.

Motion carried unanimously.

2. Discussion/Action: Recommendation for appointment of new board member.  
Applicant is Suzanne Carlstedt.

Vice-Chairman Gustin made a motion to appoint Suzanne Carlstedt to the Public Arts Advisory Board.

Member Underwood seconded the motion.

Motion carried unanimously.

#### ***E. REPORTS FROM THE BOARD***

Nothing to report.

#### ***F. REPORTS FROM STAFF***

Nothing to report.

#### ***G. SET TIME, PLACE AND DATE FOR NEXT MEETING***

(Traditionally meets quarterly on the 3<sup>rd</sup> Tuesday of the month at 4:00 PM. However, regular meetings can be scheduled as needed.)

The board agreed to meet on January 18, 2022 at 4pm.

#### ***H. ADJOURN***

Member Underwood made a motion to adjourn the meeting.

Member Alicea seconded the motion.

Motion carried unanimously.



## City of Truth or Consequences

### City Boards Application

Name: Suzanne Carlstedt Address: 520 Grape Street, Tor C  
Phone: 630-334-9329 Email: tnya@yahoo.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board  
Advisory Board

☒ Public Arts Advisory Board

☐ Golf Course

☐ Public Utility Advisory Board  
Advisory Board

☐ Library Advisory Board

☐ Recreation

☐ Lodger's Tax Advisory Board  
Board

☐ Planning & Zoning Commission

☐ Impact Fee

☐ Other:

My qualifications are:

Set up and ran 4 Recycled Art Shows for the  
TBA Recycling Committee. Familiar with many local  
artists and galleries. Good working relationship with city officials and  
civic organizations such as Chamber of Commerce, Main Street  
Familiar with the city's public arts projects  
service on other boards:  
Main Street, CASA, The Bountiful Alliance, NM Recycling  
Coalition (state board),

Volunteered at Chamber of Commerce

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature:

Luzanne Carlstedt

Date:

7/27/2021