

*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
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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. 3RD ST., ON WEDNESDAY, NOVEMBER 17, 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. Proclamation naming Saturday, November 27, 2021 as Small Business Saturday.
Mayor Whitehead

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. CONSENT CALENDAR

1. City Commission Regular Minutes, October 26, 2021
2. Acknowledge Regular Planning & Zoning Commission Minutes, October 4, 2021
3. Accounts Payable, October 2021

F. PUBLIC HEARINGS

1. Public Hearing/Discussion/Action: Final Adoption 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

F. PUBLIC HEARINGS Continued...

2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board. Traci Alvarez, Assistant City Manager

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 34 21/22 Budget Adjustment Resolution. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 35 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers. Angela A. Torres, City Clerk
3. Discussion/Action: Resolution No. 36 21/22 Approval of amendments to the City Commission Rules of Procedure. City Manager Swingle
4. Discussion/Action: Resolution No. 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study. City Manager Swingle and Paige Wolfrom, and Mario Juarez-Infante, Wilson & Company, Inc.

H. NEW BUSINESS

1. Discussion/Update: Acknowledgment of November 2, 2021 Election Results and Official Canvass. Angela A. Torres, City Clerk
2. Discussion/Action: Possible recruitment of a qualified elector to fill the vacancy of City Commissioner Position II. Angela A. Torres, City Clerk
3. Discussion/Action: Approval to dissolve and close the Golf Course Infrastructure Fund. Traci Alvarez, Assistant City Manager
4. Discussion/Action: Approve Amendments to Frisbee Golf Fees Resolution No. 55 20/21. Traci Alvarez, Assistant City Manager
5. Discussion/Action: Accept and Approve Interim Loan Funding Offer from Bank of the Southwest and open a bank account for the Interim Loan Funding. Traci Alvarez, Assistant City Manager
6. Discussion/Action: Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17. Traci Alvarez, Assistant City Manager
7. Discussion/Action: Review and approval of the updated Police Department Use of Force Policy. Victor Rodriguez, Chief of Police
8. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
9. Discussion/Action: Approval of Contract with AKS Architecture for Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director
10. Discussion/Action: Approval of Contract with Desert Peak Architects for Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director
11. Discussion/Action: Approval of Contract with Huitt-Zollars, Inc. For Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director
12. Discussion/Action: Approval of Contract with Parkhill for Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director
13. Discussion/Action: Approval of Contract with Spears Horn Architects for Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director

H. NEW BUSINESS Continued...

14. Discussion/Action: Approval of Contract with WHPacific Inc. for Multiple Engineering and Architecture Projects under a Single Contract. Carol Kirkpatrick, Finance Director
15. Discussion/Action: Approval of 2022 City of Truth or Consequences Holiday Schedule. City Manager Swingle
16. Discussion/Action: Review and approval of take-home vehicle forms for the Truth or Consequences Police Department. Angela A. Torres, City Clerk

I. REPORTS

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

J. EXECUTIVE SESSION

1. Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2).
2. Threatened & Pending Litigation (City of T or C vs. Hot Springs Land Development) pursuant to 10-15-1(H.7).

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

1. Limited Personnel Matters (Erica Baker Employment Appeal) Pursuant to 10-15-1(H.2).

L. 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, 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 Monday, November 15, 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 DECEMBER 15, 2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: C.1

SUBJECT: Proclamation naming November 27, 2021 as Small Business Saturday.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 11, 2021
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Mayor Sandra Whitehead

Summary/Background:

First observed in Roslindale Village, Massachusetts on November 27, 2010, it is a counterpart to Black Friday and Cyber Monday, which feature big box retail and commerce stores respectively. By contrast, Small Business Saturday encourages holiday shoppers to patronize brick and mortar business that are small and local. Small business Saturday is a registered trademark of American Express Corporation.

Recommendation:

None. Presentation only

Attachments:

- Proclamation

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 11-17-2021



Proclamation

City of Truth or Consequences, New Mexico

Whereas, the government of Truth or Consequences, New Mexico celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States; they represent 99.7% of all firms with paid employees in the United States, are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic; and

Whereas, 97% of Small Business Saturday® shoppers recognize the impact they can make by shopping small, 85% of them also encouraged friends and family to do so, too; and

Whereas, 56% of shoppers reported they shopped online with a small business on Small Business Saturday in 2020; and more than 50% of consumers who reported shopping small endorsed a local business on social media or shopped at a local business because of a social media recommendation; and

Whereas, Truth or Consequences, New Mexico supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Sandra Whitehead, Mayor of Truth or Consequences do hereby proclaim, Saturday, November 27th, 2021, as:

Small Business Saturday

And urge the residents of our community, and communities across the country, to support our small Businesses and Merchants on Small Business Saturday and throughout the year.

Sandra K. Whitehead, Mayor

Angela A. Torres, CMC, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, October 27, 2021
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 12, 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 11-17-2021

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, OCTOBER 27, 2021**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

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

Also Present: Bruce Swingle, City Manager
Angela A. Torres, City Clerk-Treasurer

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Klaus Wittern addressed the Commission with comments related to:

- (1) His comment in the October 13, 2021 minutes for the Year Out Energy Public Hearing. He would like to give the Clerk his comments because he wants them to be accurate.

Ron Pacourek addressed the Commission with comments related to:

- (1) D2. Golf Course fees. He feels that the new proposed fees are too high for this community. (Complete copy attached hereto, and made a part hereof).

Art Burger addressed the Commission with comments related to:

- (1) Item F7 on the agenda. The recruitment procedures to select a qualified elector to fill the vacant seat on the Commission. He also explained why he did not run during the election and how he feels that he would be a great candidate for the vacant seat.

Mayor Whitehead read a comment submitted by Rick Dumiak. (Complete copy attached hereto, and made a part hereof).

D. CONSENT CALENDAR:

1. **City Commission Regular Minutes, October 13, 2021**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, August 16, 2021**
3. **Subrecipient FY 21/22 1st Quarter Reports**

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

E. ORDINANCES/RESOLUTIONS/ZONING:

1. **Discussion/Action: Amending Resolution No. 26 21/22 to include cremation lot fees for Vista Memory Gardens Cemetery:**

Traci Alvarez, Assistant City Manager explained that this Resolution was passed at the last City Commission meeting, and this item is to amend the Resolution and add cremation lot fees for Vista Memory Gardens Cemetery to the Resolution.

Mayor Pro-Tem Forrister moved to approve the amendment of Resolution No. 26 21/22 to include cremation lot fees for Vista Memory Gardens Cemetery. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Public Comment October 27, 2021

Honorable Mayor and City Commissioners:
Rick Dumiak
705 Charles, Truth or Consequences NM 87901

I am sorry I cannot attend in person today, however I have a previously scheduled commitment out of town so please read the following during public comment;

On today's agenda, under new business, regarding item F 5; I would like to call your attention to the existing rules of procedure. (See below for reference)

This commission has not been following the existing procedural rules for several months, specifically rules (16) 4 (c) Comments from the Public and 4 (d) Response to Public Comments.

While it appears that City Manager Swingle is asking for a change to this part of the procedures, it seems to me that he is actually just asking you to follow the existing procedures. We have not had response to public comment after public comment for a number of months, not sure what happened but response to public comment 4(d) went away, it would be nice to see it return. We the electors, should not have to wait till the end of the commission meeting to learn if we will get a response to our comments or not.

However, regarding one change that City Manager Swingle has also placed on today's agenda is to limiting Public Comment to the first Regular Meeting of the month only.

That is not a change we should see to the procedural rules, this cuts the time citizens can speak to the city commission meetings in half. That is not fair to the electors of Truth or Consequences, we deserve every opportunity to speak to this commission in a public forum.

Next regarding item F7 on today's agenda:

It is my hope Mayor Whitehead and our current City Commissioners will not only define the recruitment procedures for appointing a qualified elector to the currently vacated seat, but that they will all also state for the record, that they will not reappoint a currently seated City Commissioner back onto this city commission if that commissioner is defeated in the next regular election, on November 2nd, 2021. While there may be nothing illegal in reappointing a defeated city commissioner it would be a slap in the face to the electors of TorC.

Thank you,
Rick Dumiak

Subject: GOLF COURSE RESOLUTION 31 21/ 22

Priority: Normal v

FIRST OFF FEES FOR A YEAR SINGLE W/CART TODAY \$871 NEW RESOLUTION SINGLE W/CART \$1612 A 46% INCREASE JUST A EXAMPLE.

NEW RESOLUTION HAS NO CONSIDERATION FOR SNOWBIRD WITH THE REMOVAL OF THE 3 & 1 MONTH FEES.

COMPARING OTHER GOLF COUSES TO OURS IS LIKE COMPARING APPLES AND ORANGES AND HERE'S WHY OTHER COUSES ARE 18 HOLES WE ONLY HAVE 9 HOLES AND THEY HAVE CLUB HOUSES WITH MERCHANDISE WE HAVE A COUNTER TO PAY AT AND THEY HAVE A BAR A RESTAURANT AND A BANQUET ROOM.

OTHERS COURSES HAVE A PRO WITH MAKES THEM PGA SANCTIONED AT OUR COURES IF WE HAVE A TOURAMENT IT'S NOT PGA SANCTION NO PRO.

WE HAVE NO HANDY CAP SET FOR THE GOLFERS TO LEVEL OUT TOURAMENT PLAY OR FOR THE LEAGUES

IN THE NEW RESOLUTION NO MENTION OF GROSS RECEIPTS TAX. NO MENTION OF THE \$1 GOLF IMPROVEMENT FUND (GIF) AKA SIGN IN FEE.

IN THE RESOLUION 08 2018/2019 THERE IS A PARAGRAPH WHICH STATES THE CITY RECONGNIZED THAT THE FEES FOR USE OF THE GOLF COURSE ARE KEPT ARTIFICIALLY LOW TO MAKE THE GOLF COURSE AFFORDABLE TO OUR RESIDENT BECAUSE MOST OF US ARE ON FIXED INCOMES

MY RECOMMENDATION IS IF Y'ALL NEED TO RAISE THE FEES ADD 5% ACROSS THE BOARD TO THE EXISTING RESOLUTION SO WE DON'T LOSE ANY INFORMATION FOR FUTURE USE IF

*Y'ALL DECIDE TO HIRE SOMEONE TO RUN THE COURSE LIKE IN THE PAST
I'M MORE THAN WILLING TO SIT DOWN WITH ANYONE AND SHARE
MY THOUGHTS ABOUT THIS RESOLUTION*

2. Discussion/Action: Resolution No. 31 21/22 establishing fees for the City of T or C Municipal Golf Course:

OJ Hechler, Community Services Director explained why they are increasing the fees at the T or C Municipal Golf Course by saying a little over 4 years ago the T or C Municipal Golf Course was contractor operated. We used to receive complaints on the playability and the condition of the Golf Course. The city made the transition from contractor to a city operated course, and invested thousands of dollars into additional staff, new sprinklers, and golf carts. As a result, under the leadership of Mr. Owens the condition and the playability of the course has improved. We understand the necessity of keeping and maintaining the Golf Course is a quality-of-life issue, and a benefit to this community, but in order to reduce the monetary burden to our citizens, we need to make the Golf Course economically more self-sufficient. The new fees along with better promotion of the Golf Course, hosting additional tournaments, and special events in the future should help the course be more self-sufficient.

Wes Owens, Golf Course Manager reviewed the proposed fees, and noted that they compared rates with what other Golf Courses are charging throughout the state.

Commissioner Luna stated that the \$1.00 fee was implemented so we can keep track of who is golfing. She asked how we will now track that.

Wes Owens, Golf Course Manager explained that he does a daily spreadsheet, and he turns it into the city. Everybody who signs in is on that daily spreadsheet. If they have a membership, then they will not have to pay the \$1.00 fee. However, they will still charge \$1.00 for everyone who pays for daily green fees.

City Manager Swingle explained why we need to increase the fees at the T or C Municipal Golf Course by saying the city spends about \$269,000 on the Golf Course, and we are generating about \$41,000 worth of revenue. \$51,000 is coming from the General Fund, and \$55,000 is coming from Lodgers Tax to compliment the budget and keep the Golf Course moving. Wes and OJ are doing amazing work on the Golf Course. It is looking really good. However, it is not paying for itself. We did a study, and our rates with the increase are still lower than everyone else's fees.

Commissioner Luna stated that we are going to be forced with the decision of stopping services to our residences and our visitors if we do not take aggressive action. People might be upset that it costs more to play golf now, but imagine how upset they would be if we had to shut down the Golf Course and other services that we offer.

Mayor Pro-Tem Forrister moved to approve the Resolution No. 31 21/22 establishing fees for the City of T or C Municipal Golf Course. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 32 21/22 for the participation in the Capital Outlay Program Administered by the New Mexico Department of Transportation:

Traci Alvarez, Assistant City Manager explained that this project was one of the items that were on our ICIP last year. We put in a request for the plan, design and construction of the drainage improvements within the City of T or C. We were awarded \$100,000 to put towards that, and that funding will be used specifically for planning. On page 4 of the agreement, we made a correction and replaced the previous City Clerk with Clerk Torres. We also made a correction to a typo on the resolution itself.

Commissioner Baca moved to approve Resolution No. 32 21/22 for the participation in the Capital Outlay Program Administered by the New Mexico Department of Transportation. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 33 21/22 Setting procedures and conditions for a Catastrophic Utility Failure Relief Program as recommended by the Public Utility Advisory Board:

George Szigeti, Public Utility Advisory Board Chairman explained that this is something that came to his attention while he was sitting as a City Commissioner. One of our customers contacted him because their waterline had ruptured, and they had a geyser in their front yard, and the amount of water lost was going to cost them quite a bit of money, and being one of our citizens who is on a limited income he asked if there could be anything done to help alleviate that financial burden. When there is a waterline break that is on the city's side of the meter, it is the city's responsibility to take that loss, but if it is on the customers side of the meter, the water has to be paid by the customer. When waterlines break it can be catastrophic, and pump out a huge amount of water in a very short period of time. Many homeowners do not have the ability to shut off the water at the meter, and they have to wait for a city worker to go out there and shut it off. In some instances, the homeowners may not be at home at the time of the rupture, and if it is not something that is visible from the street, no one notices it and it can go on for quite a while, and quite a bit of water can be lost through no fault of the homeowner. This has occurred many times in the past, and it has been handled by the City Manager. The customer would meet with the City Manager, they would come to some sort of agreement, and part of that cost would then be forgiven. However, the problem with having the City Manager handle it is that there may be a subconscious bias on each customer, and you can't guarantee consistency, and for legal reasons, the city has to make sure that everyone is treated equally. This has gone before the Public Utility Advisory Board for consideration, and now it is before you with the recommendations from the board.

Mayor Pro-Tem Forrister asked if the Utility Office or the Water Department was consulted on this item.

CITY COMMISSION OCTOBER 27, 2021 REGULAR MEETING MINUTES

George Szigeti, Public Utility Advisory Board Chairman stated that he is not sure because most of the initial discussion on this occurred when he was not on the board.

Mayor Pro-Tem Forrister stated that it looks like a lot of time and effort went into this, and she understands the reason for it, but she would really like to hear from the Utility Office or Water Department because they are the ones who will have to deal with this situation.

Commissioner Luna suggested that they hold a workshop with the Public Utility Advisory Board, and possibly the Utility Office and Water Department. She feels that they need to come together, create a final plan, and re-present it to the Commission.

Commissioner Baca agreed because he feels like this could get us in trouble in some sort of way.

Mayor Whitehead would like for there to be some sort of research done on how often this happens, and how many residents this affects. She also feels that a workshop needs to take place because we need to figure out if this is going to cause more problems for the city, and if it will be costly to handle something like this.

City Manager Swingle stated if you look at Section 1A, it says, *the utility failure was not the result of action or inactivity of the utility customer*. He does not know how we are going to know that it most cases. He has been here roughly 6 months, and these issues have not surfaced yet. The only real issue we had is where customers had an extremely high bill in any given month, but there was no water leak or evidence of a water leak. It was just a consumption issue. He understands that water leaks can happen to anyone at any given time, and he has heard stories of them being truly catastrophic expenses for the individual, but he first has to ask the City Attorney if this is something that can be waived by anti-donation or can it not be waived.

City Attorney Rubin stated that he understands the concern, and he knows that the intent of this resolution is to try to be helpful, and what the anti-donation clause says is that we are not allowed to give away something of value without getting something in return. We need to look into if we forgive a bill, will we be in violation. He would like to look into that further.

Mayor Pro-Tem Forrister made a motion to take this item back to the Public Utility Advisory Board for further consideration, and make sure that the Water Department and the Utility Office are aware of this item. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board:

Traci Alvarez, Assistant City Manager explained that our Library Advisory Board currently meets on almost a monthly basis. Their meetings last around 15 minutes. This topic came up at their last library board meeting. They would like to amend our code so they can meet on a quarterly basis. They feel that a quarterly basis would meet their needs, and maybe they would have a better opportunity to recruit people if they were only requesting them to show up on a quarterly basis.

Mayor Pro-Tem Forrister moved to approve Publication of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. NEW BUSINESS:

1. Discussion/Action: Approval of Purchase Requisitions over \$20,000:

Carol Kirkpatrick, Finance Director introduced our Procurement Officer Donna Gardner. She then reviewed the purchase requisitions that were presented in the packet.

Commissioner Luna moved to approve the Purchase Requisitions over \$20,000. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approval of Contract with Wilson & Company for Multiple Engineering and Architecture Projects:

Carol Kirkpatrick, Finance Director explained in April of this year, we brought to you an award recommendation. There are twelve recommendations you approved for these services. This is so we can get contracts in place, and not have to go out to bid every time. We did have a request for proposals, and we will be bringing the other contracts to you at the next Commission meeting. We are a little behind on this, but this is so we can move forward with some services from Wilson & Company.

Commissioner Baca moved to approve the Contract with Wilson & Company for Multiple Engineering and Architecture Projects. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approve Professional Services Agreement with Wilson and Company for Water System Performance Improvements Phase 1:

Traci Alvarez, Assistant City Manager explained that this item was first brought to the Commission as a public hearing back in March, and ultimately the Commission approved submission of an application for this project. On August 25th in City Manager Swingles reports he gave an update that we were offered the funding, and we were going to review it and see if we could proceed forward. The review of the water budget showed that they can support the project. The previous water rates study that we had supports this project, and will not require any more rate study or any different rate increase. In order to move forward with the Phase 1 Water System Performance Improvements project, we need approval of the agreement. This will address the high-pressure issues in the “West” and “Williamsburg” areas by replacing the Cook St. to Morgan St. main transmission line, and it will eliminate high pressures issues within the city’s water system. It will also replace 6.2% of the existing waterlines within the city that are 6 inches or less in diameter.

Mayor Pro-Tem Forrister moved to approve the Professional Services Agreement with Wilson and Company for Water System Performance Improvements Phase 1. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of the City of Truth or Consequences Uniform Policy:

City Manager Swingle explained that this is a document that has been generated from a number of different documents that the city has to develop a Uniform Policy. There is nothing new on this that we haven’t been doing. We are just putting it into one policy. The policy is to provide uniforms for employees who are engaged in dirty, unsanitary or energized environments or employees who are working in the field who have contact with the public and the public needs to know that they are city employees.

Commissioner Luna moved to approve the City of Truth or Consequences Uniform Policy. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Review and possible amendments to the City Commission Rules of Procedure:

City Manager Swingle explained that his initial intent to amend the City Commission Rules of Procedure was to move the reports after public comment so that the community will be present to hear the reports because we have a message that we want to get out to the public. We tend to lose a lot of our audience and listeners during the middle of the

meetings so they are not hearing the important things that are being said during the reports that are at the end of the meeting. In reviewing the Rules of Procedure there are actually several things that have come to life that probably need to be changed. He reviewed his recommended changes as follows:

1. **Page 6, under the current rules of procedure: Rule 16: Order of Business:** Public Comment was limited to one meeting and it is stated that the City Manager would meet with folks generally around the second meeting. He would encourage the Commission to change that to where public comment is at all regular Commission Meetings, and he asked that Paragraph 2 that states that the City Manager will meet with the public around the second meeting be removed completely.
2. **Item E under the current rules of procedure: Response to Public Comment:** He knows of no governmental entity who responds to public comment because it is important that the Commission does not get into a discussion during the meeting because it could create a lot of ill will. We saw that in the last public hearing where the individual kept asking questions, and wanted a response so he could ask other questions. He asks that the "Reports" be added to that section.
3. **Page 7, under the current rules of procedure: Unfinished Business:** We used that language in the past, but we don't use it anymore so he would like that removed as well.
4. **Page 7, Item K under the current rules of procedure: Executive Session:** Take action if needed. He would remove that because there will never be action taken in executive session. Never has, never will be. Action is taken when they return to regular session.
5. **Page 8, under the current rules of procedure: After the close of all public comments, the City Commissioners may immediately respond to the public comments or respond to the public comments during the "Response to Public comment" section at the next regularly scheduled City Commission Meeting:** That language should be removed. Leave that to staff to address it with the public if it is germane and should be responded to. Often the comments are rhetorical.

City Attorney Rubin explained that we had public comment at both City Commission meetings for years and years, and a couple of years ago we changed it on an experimental basis. We decided to try only having public comment at one meeting, and if we didn't like it, we would change it back. He also concurs with deleting response to public comment.

Mayor Whitehead stated that we need to revise the portion that pertains to the Battershell Process because we don't always have a Battershell Process.

City Clerk Torres explained that the Battershell portion in the Rules of Procedure was implemented because we did not have a Planning & Zoning Commission at the time that the Rules of Procedure was adopted, and the City Commission acted as the Planning & Zoning Commission. There are occasions when we do not have a quorum on the Planning & Zoning Commission. Therefore, the public hearing is held by the Governing Body. Maybe we should have it listed separately in case the Commission has to do a Battershell hearing.

Mayor Whitehead agreed that she would like two separate portions listed for a public hearing, one for a regular public hearing, and one for a Battershell hearing.

Commissioner Luna stated that she will contact City Attorney Rubin regarding **RULE 14: APPEARANCE OF FAIRNESS DOCTRINE**; so, he can explain why that is part of the Rules of Procedure because she feels that it is a matter of perception. If it is something that is not required, she would like for it to be removed.

Commissioner Baca made a motion to table this item so staff can make the appropriate amendments and then bring it back to the Commission. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Approval of NRECA Services Agreement for the Phase I Municipal Acquisition Review Study:

City Manager Swingle explained that this is a proposal from the NRECA to do the Phase 1 study of a possible acquisition of our Electric Department Infrastructure to Sierra Electric Cooperative. This Phase is a joint effort by Sierra Electric COOP and the City of T or C to look at the feasibility of whether it is in everybody's best interest to go into the next phase. He has had a lot of inquiries of what this means, and things they feel he needs to look into, but that is part of another phase. They are not part of the initial assessment and review. It is staff's recommendation that the Commission approve the proposal. There has been no commitment from City of T or C or Sierra Electric COOP for the city to sell or Sierra Electric COOP to buy the Electric Department Infrastructure. This is only fact finding at this point to find out if it is in everyone's best interest to do this.

Commissioner Luna moved to approve the NRECA Services Agreement for the Phase I Municipal Acquisition Review Study. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Recruitment procedures to select a qualified elector to fill the vacancy of City Commissioner Position II:

Mayor Whitehead explained that she knows that the Commission asked that we wait until after the Election to choose a candidate, but asked that this be added to agenda because she wanted to explain a few things. A few months after she became a Commissioner, a Commissioner had passed away, and it took them 8 months to choose someone to fill that seat because the motion always died because of a tied 2 to 2 vote. Then they finally decided to have a Special Election which costs the tax payers money, and lo and behold, the person who was elected was one of the people they had originally nominated for that position. A few years later, another Commissioner resigned his position in January, and in March they were able to fill that position through letters of interest. Two years later, a Commissioner resigned, and before he left his position, chose who he wanted to fill his seat, and we allowed that, and the replacement did a great job. Last year another Commissioner resigned and we then again accepted letters of interest, and we interviewed those who submitted their letters of interest, and we selected a Commissioner. There is no certain process or timeline that they need to follow. If Commissioner Aragon's position would have been vacated prior to a certain time frame for the Election, we could have added that position to the November 2nd ballot. Whomever we choose to fill the vacant position will have to run for office during the next election. The position is not a 4-year position. She asked City Clerk Torres, and City Attorney Rubin to also address this topic, and she wants the public to know that the Commission in no way shape or form are they violating their job duties as a Commission because there are some of those out there who feel that we should have appointed someone right away. She knows that her fellow Commissioners want to wait until after the Election to fill the vacancy, but she personally would like for those who are interested in serving in the vacant position submit a letter of interest. That way the Commission can decide if they want to choose from one of the unsuccessful candidates who ran for Commission, or someone who submitted a letter of interest. She wants to reiterate, that the Commission is doing what they feel is in the best for the public and the community. However, whatever they choose to do is the decision of the Commission.

City Clerk Torres explained that Mayor Whitehead is correct. We are not in any violation by the Commission choosing to wait until after the Election to fill the vacancy. The only thing that the state statute and city code indicates is that whomever the Governing Body chooses to fill the vacancy will serve in that position until the next upcoming Election, and the qualified elector will fill the remaining unexpired term. There is nothing that states how the Governing Body must choose a qualified elector to fill the vacancy.

Mayor Whitehead would like for there to be a full Commission come the first of the year because it is not healthy to only have a 4-member Commission because if you have a 2-2 vote the motion dies, and you sometimes continue battling back and forth. She would like everyone who is interested in serving in the vacant position to submit a letter of interest.

City Attorney Rubin explained that the state statute that Ms. Torres was referring to is 3-14-9, and it basically says what Ms. Torres indicated, and there is no deadline that is set forth in the statute. You should take reasonable action, but he does not think that it needs to be done the very next meeting, and he feels that the decision to wait until after the Election to fill the vacancy is fine.

Mayor Whitehead explained that she added this item to the agenda to clarify things because there were a lot of rumors out on social media about the way things are being handled.

Commissioner Luna stated that she does not think it will hurt for them to take letters of interest.

Commissioner Luna made a motion to accept letters of interest until November 10, 2021. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. REPORTS:

City Manager Swingle reported the following:

- He gave kudos to all of the city staff. Carol mentioned that Donna Gardner has completed her testing for a certified Procurement Officer. Every Governmental entity has to have a certified Procurement Officer on staff. The test is not easy, and Donna did a fantastic job. We are very proud of her. He thinks that we have a rockstar in the works. She was a rock star in her former position with the city, and he expects the same as our Procurement Officer.
- He thanked OJ, Wes, and Traci because did a lot of work and research on establishing the fees for the Golf Course.
- Kyle also did a great job with coming up with fees for the Swimming Pool. He also did a lot of research to come up with the fees.
- He thanked Tammy for everything that she does. She is doing fantastic work in the office.
- Bo and the Electric Department has a lot of work going on right now. They are moving poles and the lines for the roundabout project, and they are starting the process of relocating everything on the south end of town for that construction and bridge. Bo and the Electric Department handled the work with Tri-State when they were replacing some poles around the city, and from the very beginning we asked Tristate not to turn off the power. Bo was able to work with them, and convince them to do this live. The cost was a little more, but they were able to accomplish the work and it was flawless. We had no outages from Tri-State's work. We very much appreciate them working with us on that, but that would not have happened had it not had been for Bo and the Electric Department so kiddos to all of them.
- We continue to have an average of 15-20 water leaks a week, and he knows that people get upset when the Water Department is not out fixing every leak the

- minute it is called in, but they have to prioritize because they have a limited budget, and limited staff, and they can only get one project done at a time. The larger leaks are prioritized first.
- We had a Sierra Vista Hospital Board Meeting yesterday, and finances are excellent. We have had several COVID cases this past month in Sierra County, and the hospital is performing really well when they get a number of COVID patients who are hospitalized. They and they're taking care of them, and doing a great job,
 - Hospital CEO interviews are starting today. It was a nationwide search, and they were soliciting around the country for a couple of months. The interview panel consists of three JPC members and three Governing Board members who will do the initial assessment. Once they make a decision, they will send that list in and will more than likely have a special meeting next week to look at that list and set up interviews or take an action.
 - Our legislative delegation for Sierra County and Truth or Consequences is on Friday the 29th. He, Traci, and the Mayor will be there as well as other governmental entities in the area. This is a great opportunity to communicate our needs to the delegation. SCCOG has put that together and we appreciate that very much.
 - The New Mexico Finance Authority Board is meeting tomorrow, and one of the items on their agenda is to make a decision on our transformer loan for a little over \$1000000 to replace the transformer at substation. We will have a decision tomorrow, whether it's going to be approved or not. All indications are that it will be, and as soon as we get all the documentation and agreements in place, they will submit them to the Commission and have it on an agenda. He doesn't know if it'll be at the next meeting, but it will be timely as soon as we receive the information.
 - The hospital JPC is meeting tomorrow, and that meeting is at 2:00 p.m.
 - We completed the first phase of our leadership training for our supervisors. There is a block of 5 courses that we are going to provide to all of our supervisors so we can grow our leadership ability, and the leadership that we expect to see in the City of Truth or Consequences.
 - We start Personnel training next week for all of our employees.
 - He addressed the public comment we had a few meetings ago about the \$8 fee for the Utilities. We gave that individual a copy of the ordinance and the ordinance clearly explains what it is. It is referred to as the customer charge which is the flat charge for providing the availability of the service. There have been questions about where the money is going and what it is used for. We don't segregate utility dollars, and a lot of our money. It goes into the electric revenue fund, and that is where we hold the revenue that comes in for it.
 - He received a request from some tower companies. They have submitted some offers of instead of them paying us \$400 a month, they will give us \$20,000 upfront, and they will never have to pay the city again. It would be a short-term interest for the city to move forward with that, and fortunately you have not done that. However, with the Verizon tower on North Pershing, they submitted a pretty reasonable offer that at least warrants some discussion. One offer was that they

would pay a lump sum of \$300,000 or a 60-month period where they would pay \$5,500 a month for \$330,000. Another option was a 120-month period where they would pay \$3,000 a month for a total of \$360,000. If nothing else, that is what they offered and there is certainly room for negotiations to increase that, but the first thing he would want to know is what is the value of the land. They own the tower, and we own the land. They want to take possession of the land and reduce their cost. He thinks it should be something we should consider.

City Attorney Rubin had no report.

City Commission Reports:

Commissioner Luna had no report.

Commissioner Baca reported the following:

- He thanked all of the city workers for all of their hard work.

Mayor Pro-Tem Forrister had no report.

Mayor Whitehead reported the following:

- She gave kudos to everyone for all of their hard work.
- Some of the smaller water leaks are being addressed.
- She has seen some work on Corbett. They are replacing waterlines and the streets. Even though these guys get bad blood from the community sometimes, they are doing their job and they are doing what they need to be doing, and they don't hesitate when you call them.

H. EXECUTIVE SESSION:

1. **Threatened & Pending Litigation (McCleskey vs. City of T or C) pursuant to 10-15-1(H.7):**

Commissioner Baca made a motion to go into executive session at 10:48 a.m. to discuss Threatened & Pending Litigation (McCleskey vs. City of T or C) pursuant to 10-15-1(H.7). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead reconvened the meeting in open session at 11:16 a.m.

Mayor Pro-Tem Forrister certified that only matters pertaining to Threatened & Pending Litigation (McCleskey vs. City of T or C) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

I. ADJOURNMENT:

CITY COMMISSION OCTOBER 27, 2021 REGULAR MEETING MINUTES

Mayor Pro-Tem Forrister moved to adjourn at 11:18 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.

Passed and Approved this 17th day of November, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Planning & Zoning Commission Minutes, October 4, 2021.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 11, 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 11-17-2021

**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 news 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 4TH DAY OF NOVEMBER 2021.



Michael Hogg, Chairman
Planning & Zoning Commission



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: E3

SUBJECT: Accounts Payable, October 2021
DEPARTMENT: Finance
DATE SUBMITTED: November 1, 2021
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: City Manager- Bruce Swingle

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 October 2021

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$1,086.163.65

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: Department Director

Reviewed by: City Clerk Finance Legal Other: Ruby Otero, 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 11-17-2020

Accounts Payable Transfer Sheet - 20-21 FY

Post Date Ending: 10/01/21,10/04/21,10/06/21,10/08/21,10/15/21,10/19/21,10/22/21,10/29/21

Fund	Fund Description	Fund Totals								GRAND TOTAL TRANSFERS	Fund Numbers
		10/1/2021	10/4/2021	10/6/2021	10/8/2021	10/15/2021	10/19/2021	10/22/2021	10/29/2021		
101	General	\$37,693.57	\$1,267.05		\$29,763.31	\$51,359.49		\$47,815.88	\$19,536.04	\$187,435.34	101
201	Local Government Corrections				\$2,003.00					\$2,003.00	201
209	State Fire	\$4,200.96			\$4,238.31	\$5,197.72		\$1,029.73	\$305.71	\$14,972.43	209
211	Law Enforcement Protection				\$1,592.05	\$140.48				\$1,732.53	211
214	Lodger's Tax	\$824.92			\$2,177.43			\$12,854.52	\$824.92	\$16,681.79	214
216	Street Renovation		\$34.76		\$3,505.16	\$836.21		\$5,192.30	\$915.92	\$10,484.35	216
217	Municipal Recreation										217
292	Federal Seizure Share										292
293	Veterans Wall Perpetual										293
294	State Library				\$99.95			\$19.24	\$167.04	\$286.23	294
295	Municipal Pool	\$754.76			\$2,090.13	\$68.90		\$33.76	\$2,124.19	\$5,071.74	295
296	PD-GRT Fund										296
298	PD-Donations										298
302	Electrical Construction										302
303	Veterans Memorial							\$143.11		\$143.11	303
304	SJOA - Grants										304
305	Capital Improvement General										305
306	Capital 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					\$3,295.00			\$273,902.30	\$277,197.30	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										320
360	NMFA PROJECTS							\$3,487.72	\$1,060.19	\$4,547.91	360
403	Pledge State Tax	\$18,834.93								\$18,834.93	403
501	Cemetery							\$320.37		\$320.37	501
502	Utility Office	\$1,261.63			\$2,404.53	\$3,134.44		\$6,385.10	\$951.06	\$14,136.76	502
503	Electric Dept	\$2,228.74	\$149.00		\$32,983.06	\$286,291.70		\$3,210.77	\$12,142.75	\$337,006.02	503
504	Water Dept	\$2,860.55	\$673.96		\$37,019.41	\$2,101.27		\$1,132.37	\$27,109.19	\$70,896.75	504
505	Solid Waste	\$2,551.82	\$150.00		\$44,604.33	\$1,028.61		\$14,084.33	\$3,188.74	\$65,607.83	505
506	WasteWater	\$3,078.07	\$1,115.36		\$10,061.69	\$1,459.79		\$474.63	\$14,367.92	\$30,557.46	506
507	Solid Waste Landfill/Collection										507
508	Golf Course	\$2,906.99			\$299.95	\$3,675.30		\$1,923.69	\$1,086.89	\$9,892.82	508
509	Municipal Airport	\$199.68	\$525.00			\$5,112.59	\$4,161.32	\$365.86	\$229.32	\$10,593.77	509
600	Internal Service Fund				\$4,463.37	\$1,252.87		\$394.97		\$6,111.21	600
999	Revolving								\$1,650.00	\$1,650.00	999
	Grand Total-Accounts Payable	\$77,396.62	\$3,915.13	\$0.00	\$177,305.68	\$364,954.37	\$4,161.32	\$98,868.35	\$340,026.14	\$1,086,163.65	



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 10/1/2021 - 10/31/2021

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
Fund: 101 - General					
LAS CRUCES SUN NEWS	0004020029	10/01/2021	RFP 20-21-12 NORTH TRANSFO...	101-1004-43740	116.54
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	238.73
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	733.57
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	155.89
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	306.74
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	162.00
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
SIERRA COUNTY CLERK	09302021	10/01/2021	OPEN PO FOR FY 21/22 - RECO...	101-1001-43740	25.00
SIERRA VISTA HOSPITAL / SIERR...	09302021	10/01/2021	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	24,936.78
SIERRA COUNTY SENTINEL	107829	10/01/2021	RFP 21-22-002 ANNUAL LEGAL ...	101-1004-43740	87.34
SIERRA COUNTY SENTINEL	107830	10/01/2021	OPEN PO FOR BID AND RFP AD...	101-1004-43740	97.76
SIERRA COUNTY SENTINEL	107957/107948/107959/10800...	10/01/2021	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	875.10
AMAZON CAPITAL SERVICES, IN...	1GRF-3L6J-YXKK	10/01/2021	DOG WASHING SHIRT- MEDIUM	101-1006-42620	13.98
AMAZON CAPITAL SERVICES, IN...	1GRF-3L6J-YXKK	10/01/2021	HAMSTER CAGE	101-1006-44607	47.99
AMAZON CAPITAL SERVICES, IN...	1GRF-3L6J-YXKK	10/01/2021	BIRD CAGE	101-1006-44607	32.99
AMAZON CAPITAL SERVICES, IN...	1GRF-3L6J-YXKK	10/01/2021	SET OF 16 FORKS	101-1006-44607	12.99
AMAZON CAPITAL SERVICES, IN...	1GRF-3L6J-YXKK	10/01/2021	PROFESSIONAL SQUEEGE	101-1006-44607	48.44
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	ANIMAL RESCUE SHIRT- MEDI...	101-1006-42620	15.85
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	ANIMAL SHELTER HERO SHIRT- ...	101-1006-42620	19.99
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	ANIMAL RESCUE SHIRT- MEDI...	101-1006-42620	33.98
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	DOG WASHING SHIRT- 2XL	101-1006-42620	13.98
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	ANIMAL SHELTER HERO SHIRT-...	101-1006-42620	39.98
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	DON'T BUY SHIRT- 2XL	101-1006-42620	15.99
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	DONT BY SHIRT- MEDIUM	101-1006-42620	15.99
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	ANIMAL RESCUE SHIRT- 2XL	101-1006-42620	16.99
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	DOG WASHING SHIRT- MEDIUM	101-1006-42620	13.98
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	SHIPPING	101-1006-44607	26.54
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	STEEL 100 FOOT HOSE	101-1006-44607	116.16
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	DRAIN PLUG	101-1006-44607	5.58
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	FURROMVER BROOM	101-1006-44607	12.44
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	10 PACK OF BUNGEE CORDS	101-1006-44607	13.41
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	PETMATE POOPER SCOOPER A...	101-1006-44607	24.99
AMAZON CAPITAL SERVICES, IN...	1GYJ-RRMV-JRPV	10/01/2021	PUPPY PADS	101-1006-44607	103.96
BAKER & TAYLOR, INC.	2036167085/2036128523	10/01/2021	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	1,263.15
BAKER & TAYLOR, INC.	2036182319/2036182320	10/01/2021	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	599.69
FOXWORTH-GALBRAITH	400920	10/01/2021	PRO INTERIOR BASE PAINT	101-1014-43403	77.97
SILVERSKY, INC.	440452-SI	10/01/2021	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	191.28
INTEGRATED TECHNOLOGIES G...	7246	10/01/2021	IT SERVICES JULY 1, 2021 - SEPT...	101-1018-48598	984.84

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TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,608.08
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	40.88
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/NM WORKFORCE C...	101-1018-43780	54.36
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/GENERAL	101-1018-43780	389.78
BANK OF AMERICA	08192021	10/04/2021	FACEBOOK ADVERTISING-POLIC...	101-1009-43740	47.05
BANK OF AMERICA	0845975913	10/04/2021	REGISTRATION FEE - RYAN LAW...	101-1009-42720	95.00
BANK OF AMERICA	0845975913	10/04/2021	REGISTRATION FEE - O.J. HECHL...	101-1013-42720	95.00
BANK OF AMERICA	8943	10/04/2021	NMP102 OVERVIEW OF ACQUIS...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	NMP101 NM PROCUREMENT P...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	NMP 103B CONTRACT ADMINIS...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	NMP 105 SPECIFICATIONWRITI...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	NM143 PUBLIC PURCHASING 10...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	NMP103A CONTRACT ADMINIS...	101-1004-42720	70.00
BANK OF AMERICA	8943	10/04/2021	ENROLLMENT FEE	101-1004-42720	50.00
BANK OF AMERICA	8943	10/04/2021	NMP 001 FOUNDATION CULMI...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP 103B CONTRACT ADMINIS...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NM143 PUBLIC PURCHASING 10...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP 105 SPECIFICATIONWRITI...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP101 NM PROCUREMENT P...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP103A CONTRACT ADMINIS...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP102 OVERVIEW OF ACQUIS...	101-1004-42720	70.00
BANK OF AMERICA	8972	10/04/2021	NMP 001 FOUNDATION CULMI...	101-1004-42720	70.00
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	8,719.49
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1007-43316	48.93
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1007-47420	108.40
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1009-43316	12.84
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1009-47420	94.50
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1014-43316	12.84
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	101-1014-47420	37.44
SHAWNEE WILLIAMS	094503	10/08/2021	DEPOSIT REFUND CIVIC CENTER...	101-1099-34348	250.00
TDS	10012021	10/08/2021	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
TRANS UNION RISK & ALTERNAT...	10012021	10/08/2021	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	122.00
TURTLEBACK PEST CONTROL, I...	10012021	10/08/2021	OPEN PO FOR PEST CONTROL S...	101-1014-43403	728.04
JAIME F. RUBIN, LLC	100121	10/08/2021	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	5,332.33
SIERRA COUNTY SENTINEL	107862	10/08/2021	HELP WANTED ADS FY21-22 - O...	101-1014-43740	326.25
MANANA	109-21	10/08/2021	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
PARTS PLUS, INC.	1-314901	10/08/2021	STRUTS KIT	101-1014-47420	193.52
SIERRA COLLISION & TOWING	1371-1668411	10/08/2021	BODY SUPPLIES	101-1007-47420	4.80
SIERRA COLLISION & TOWING	1371-1668411	10/08/2021	GRILL	101-1007-47420	248.44
SIERRA COLLISION & TOWING	1371-1668411	10/08/2021	BODY LABOR	101-1007-47420	150.00
SIERRA COLLISION & TOWING	1371-1668411	10/08/2021	LT APPLIQUE	101-1007-47420	76.28
SIERRA COLLISION & TOWING	1371-1728100	10/08/2021	REPAIR OF 2010 CEHVV 4X4 PIC...	101-1014-47420	2,754.83
SIERRA COLLISION & TOWING	1371-1728100	10/08/2021	REPAIR 2010 CHEVY 4X4 TRUCK...	101-1014-47420	2,219.48
EWING IRRIGATION	15002373	10/08/2021	3/4 SS COUPLINGS	101-1009-44607	2.74
EWING IRRIGATION	15002373	10/08/2021	1/2" SS COUPLING	101-1009-44607	1.80
EWING IRRIGATION	15002373	10/08/2021	PVC PRIMER	101-1009-44607	86.71
EWING IRRIGATION	15002373	10/08/2021	1 1/2" PVC COUPLERS	101-1009-44607	77.94
EWING IRRIGATION	15002373	10/08/2021	1" SS COUPLINGS	101-1009-44607	4.77
EWING IRRIGATION	15002373	10/08/2021	1/2 INCH PVC COUPLINGS	101-1009-44607	28.05
EWING IRRIGATION	15002373	10/08/2021	1 1/4" PVC COUPLER	101-1009-44607	75.52
EWING IRRIGATION	15002373	10/08/2021	CABLE SAW ROPE	101-1009-44607	6.26
EWING IRRIGATION	15002373	10/08/2021	SAW BLADES	101-1009-44607	18.70
EWING IRRIGATION	15002373	10/08/2021	2" SS COUPLINGS	101-1009-44607	12.29
EWING IRRIGATION	15002373	10/08/2021	2" PVC COUPLING	101-1009-44607	101.48
EWING IRRIGATION	15002373	10/08/2021	PVC CEMENT	101-1009-44607	86.28
EWING IRRIGATION	15002373	10/08/2021	3/4" PVC COUPLING	101-1009-44607	37.90
EWING IRRIGATION	15002373	10/08/2021	SWIVEL HEADS FOR SPRINKLERS	101-1009-44607	44.67
EWING IRRIGATION	15002373	10/08/2021	I-25 AFFLUENT SPRINKLER HEA...	101-1009-44607	988.13
EWING IRRIGATION	15002373	10/08/2021	1" PVC COUPLING	101-1009-44607	49.34
EWING IRRIGATION	15002373	10/08/2021	HUNTER I-25 NON EFFLUENT S...	101-1009-44607	887.19

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EWING IRRIGATION	15002373	10/08/2021	I-20 SPRINKLER HEADS	101-1009-44607	844.69
EWING IRRIGATION	15002373	10/08/2021	1 1/4" SS COUPLINGS	101-1009-44607	8.02
EWING IRRIGATION	15002373	10/08/2021	1 1/2 SS COUPLINGS	101-1009-44607	8.06
EWING IRRIGATION	15002373	10/08/2021	I-90 SPRINKLER HEADS	101-1009-44607	482.38
EWING IRRIGATION	15002373	10/08/2021	GREAT RAKE	101-1009-44613	65.17
EWING IRRIGATION	15002373	10/08/2021	DOUBLE PLAY RAKE	101-1009-44613	57.92
EWING IRRIGATION	15002373	10/08/2021	LEAF RAKES	101-1009-44613	53.28
EWING IRRIGATION	15002373	10/08/2021	STEELE BOW RAKES	101-1009-44613	122.98
EWING IRRIGATION	15002373	10/08/2021	HAND CRANK FERT SPREADER	101-1009-44613	18.24
EWING IRRIGATION	15002373	10/08/2021	PVC SAW	101-1009-44613	39.55
BAKER & TAYLOR, INC.	2036200509/2036208677-78	10/08/2021	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	541.86
SIERRA AUTO/CARQUEST	289050	10/08/2021	AIR FILTER	101-1007-47420	7.99
SIERRA AUTO/CARQUEST	289051	10/08/2021	VALVE ASSEMBLY	101-1007-47420	44.96
SIERRA AUTO/CARQUEST	289159	10/08/2021	RELAY	101-1009-47420	32.52
SIERRA AUTO/CARQUEST	289353	10/08/2021	OIL FILTER	101-1007-47420	4.49
SIERRA AUTO/CARQUEST	289353	10/08/2021	AIR FILTER	101-1007-47420	11.85
SIERRA AUTO/CARQUEST	290023	10/08/2021	BRAKE PADS-PROF PLAT	101-1014-47420	45.05
SIERRA AUTO/CARQUEST	290023	10/08/2021	BRAKE ROTOR	101-1014-47420	159.38
SIERRA AUTO/CARQUEST	290023	10/08/2021	AIR FILTER	101-1014-47420	13.31
SIERRA AUTO/CARQUEST	290023	10/08/2021	OIL FILTER LD	101-1014-47420	4.49
SIERRA AUTO/CARQUEST	290023	10/08/2021	FUEL FILTER	101-1014-47420	12.33
SIERRA AUTO/CARQUEST	290023	10/08/2021	TRANS FILTER KIT	101-1014-47420	20.78
SIERRA AUTO/CARQUEST	290024	10/08/2021	FUEL FILTER	101-1009-47420	19.40
SIERRA AUTO/CARQUEST	290079	10/08/2021	V BELT TOP COG	101-1009-47420	10.40
SIERRA AUTO/CARQUEST	290080	10/08/2021	AIR FILTER	101-1008-47420	10.82
SIERRA AUTO/CARQUEST	290080	10/08/2021	OIL FILTER LD	101-1008-47420	4.23
SIERRA COLLISION & TOWING	3228	10/08/2021	TOW HOOK UP	101-1007-48598	115.00
SIERRA COLLISION & TOWING	3228	10/08/2021	MILEAGE COUNT	101-1007-48598	85.00
ARENAS VALLEY ANIMAL CLINIC,...	325307	10/08/2021	GETTING ANIMALS FIXED	101-1006-48598	188.23
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	HP 952 BLACK/COLOR INK	101-1006-44606	99.74
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	HP 952XL BLACK INK	101-1006-44606	41.11
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	TRASH BAGS	101-1006-44607	32.37
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	LAUNDRY DETERGENT	101-1006-44607	59.78
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	BLEACH	101-1006-44607	41.72
STAPLES CONTRACT & COMME...	3486681860	10/08/2021	SCOURING PAD	101-1006-44607	7.51
SIERRA VETERINARY SERVICES,L...	62574	10/08/2021	VETERINARY SERVICES	101-1006-48598	43.40
SIERRA VETERINARY SERVICES,L...	62751/62800/62459	10/08/2021	VETERINARY SERVICES	101-1006-48598	313.03
QUEST DIAGNOSTICS, INC.	9195038740	10/08/2021	SCREENING & MRO FEE FY21-22...	101-1004-48599	272.00
VERIZON WIRELESS	9889256756	10/08/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	247.26
VERIZON WIRELESS	9889256756	10/08/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	123.63
LASTING PAWS PET MEMORIAL ...	LC10391-I-0019	10/08/2021	ANIMAL CREMATION	101-1006-48599	450.20
SCRDA	10072021	10/15/2021	DISPATCH SERVICES FOR THE CI...	101-1007-48599	43,398.00
SUN VALLEY, INC.	160130/6	10/15/2021	MISC FIELD SUPPLIES	101-1009-44607	481.74
AMAZON CAPITAL SERVICES, IN...	16FT-HLCC-X6HJ	10/15/2021	HD ALTERNATOR	101-1009-47420	69.95
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	TAPE DISPENSER FOR OFFICE	101-1009-44606	12.90
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	LEGAL PRINTER PAPER FOR OFF...	101-1009-44606	53.98
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	INK PENS FOR OFFICE	101-1009-44606	81.76
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	WHITE OUT STRIPS FOR OFFICE...	101-1009-44606	5.48
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	PRINTER PAPER FOR OFFICE	101-1009-44606	80.10
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	SPRAY BOTTLES FOR CHEMICAL	101-1009-44607	25.94
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	FUEL FILTER FOR KABOTA TRAC...	101-1009-44607	17.99
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	FIRE LANE NO PARKING STENCIL...	101-1009-44607	32.50
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	PARKING LOT STENCIL HANDIC...	101-1009-44607	39.94
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	BATHROOM-MISC TRASH BAGS	101-1009-44607	105.96
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	SHIPPING	101-1009-44607	5.99
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	2 GALLON GAS CANS FOR TWO ...	101-1009-44607	46.44
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	NO PARKING SIGNS	101-1009-44607	17.49
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	DISPOSABLE GLOVES	101-1009-44607	79.84
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	BATHROOM CLEANING SCRUB K...	101-1009-44607	29.85
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	5 GALLON GAS PRESS AND POUR	101-1009-44607	23.98

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AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	DOG WASTE BAGS FOR ALL STA...	101-1009-44607	459.36
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	BIG PARK TRASH BAGS	101-1009-44607	169.96
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	NO CAMPING SIGNS	101-1009-44607	131.80
AMAZON CAPITAL SERVICES, IN...	1FJ6-V3W7-3KN3	10/15/2021	DOG WASTE STATION BAGS	101-1009-44613	599.88
AMAZON CAPITAL SERVICES, IN...	1QKD-747D-7XWW	10/15/2021	SET OF 12 SNACK BOWLS	101-1006-44607	14.87
AMAZON CAPITAL SERVICES, IN...	1QKD-747D-7XWW	10/15/2021	RESCUE DISINFECTANT	101-1006-44607	279.88
AMAZON CAPITAL SERVICES, IN...	1QKD-747D-7XWW	10/15/2021	PUPPY PADS	101-1006-44607	103.96
AMAZON CAPITAL SERVICES, IN...	1QKD-747D-7XWW	10/15/2021	EZALL COMPLETE KIT	101-1006-44607	32.75
AMAZON CAPITAL SERVICES, IN...	1QKD-747D-7XWW	10/15/2021	BEST SHOT	101-1006-44607	166.44
ALARM CONTROL TECHNOLOGI...	22419/22420	10/15/2021	FIRE ALARM MONITORING	101-1014-47410	53.94
TESTON'S FREEWAY CHEVRON	3805	10/15/2021	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	1,143.36
SIERRA VETERINARY SERVICES,L...	62800,62849,62863	10/15/2021	VETERINARY SERVICES	101-1006-48598	163.30
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	238.73
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	725.43
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	155.89
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	306.74
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	162.00
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
CRUCES TROPHY & AWARDS CE...	84173	10/15/2021	ACRYLIC AWARD	101-1011-44606	79.95
REED'S TIRE CENTER	9890	10/15/2021	TIRES FOR G-92072	101-1014-47420	500.00
BORMAN AUTOPLEX	FOCS977437	10/15/2021	LABOR/MISCELLANOUS	101-1007-47420	137.50
BORMAN AUTOPLEX	FOCS977437	10/15/2021	CONTROL UNIT DRIVER MODULE	101-1007-47420	22.03
LAS CRUCES SUN NEWS	0004075663	10/22/2021	OPEN PO FOR BID AND RFP AD...	101-1004-43740	121.96
DOMESTIC ABUSE INTERVENTI...	10521	10/22/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
DEBRA MEGONIGLE, DVM	18	10/22/2021	EUTHANIZATION	101-1006-48598	150.00
DEBRA MEGONIGLE, DVM	18	10/22/2021	TRAVEL FEE	101-1006-48598	150.00
LAS CRUCES SUN NEWS	0004075663	10/22/2021	RFP 21-22-002 ANNUAL LEGAL ...	101-1004-43740	132.14
XEROX CORP.	014502925	10/22/2021	BASE CHARGE/METER USAGE-...	101-1001-43465	414.07
XEROX CORP.	014502926/014502923	10/22/2021	BASE CHARGE/METER USAGE - ...	101-1004-43465	535.90
XEROX CORP.	014502928	10/22/2021	BASE CHARGE - METER USAGE ...	101-1007-43465	316.92
XEROX CORP.	014502936	10/22/2021	XEROX METER READS	101-1014-43465	34.66
XEROX CORP.	014502949	10/22/2021	METER USAGE OPEN PO 21/22	101-1003-43465	397.37
XEROX CORP.	014502951	10/22/2021	BASE CHARGE/METER USAGE F...	101-1009-43465	229.74
XEROX CORP.	014611152	10/22/2021	XEROX CHARGE/METER USAGE	101-1040-43465	379.92
TYLER TECHNOLOGIES, INC.	025-343073	10/22/2021	EMPLOYEE SET UP	101-1004-42720	150.00
TYLER TECHNOLOGIES, INC.	025-343073	10/22/2021	PERSONNEL MANAGEMENT - ...	101-1004-42720	150.00
TYLER TECHNOLOGIES, INC.	025-343073	10/22/2021	TAX	101-1004-42720	25.50
WEX BANK	09302021	10/22/2021	UNLEADED FUEL WEX CARD	101-1014-43316	442.00
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	3,575.51
BUD'S SMALL ENGINE REPAIR	10/19/21	10/22/2021	AIR FILTER REPAIR ON GENERA...	101-1009-47420	103.50
WEX BANK	10012021	10/22/2021	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	3,543.56
THE CLUB OF SIERRA COUNTY	101121	10/22/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	2,500.00
WEX BANK	1012021	10/22/2021	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	888.35
SIERRA JOINT OFFICE ON AGING	101221	10/22/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	11,750.00
MATTHEW 25 FOOD PANTRY INC	101421	10/22/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,250.00
WINDSTREAM CORPORATION	101521	10/22/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	116.22
SIERRA COUNTY CLERK	10192021	10/22/2021	OPEN PO FOR FY 21/22 - RECO...	101-1001-43740	25.00
RUANNA WALDRUM	1064.2	10/22/2021	SIERRA COUNTY FILM WEBSITE ...	101-1003-48599	197.17
COMPANION ANIMAL ACTION ...	10921	10/22/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	375.00
COPPLER LAW FIRM, P.C.	11143/11148	10/22/2021	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	4,528.13
SAFETY FLARE, INC.	122841/122857	10/22/2021	ANNUAL FIRE EXTINGUISHER IN...	101-1014-47420	4,136.37
AMAZON CAPITAL SERVICES, IN...	1PWV-3QPL-YKP7	10/22/2021	SURFACTANT	101-1009-44607	119.88

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AMAZON CAPITAL SERVICES, IN...	1PWV-3QPL-YKP7	10/22/2021	4 GALLON SPRAYERS	101-1009-44607	390.02
AMAZON CAPITAL SERVICES, IN...	1PWV-3QPL-YKP7	10/22/2021	PRE EMERGENT HERBICIDE FOR...	101-1009-44607	411.78
BAKER & TAYLOR, INC.	2036230394,395,396	10/22/2021	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	196.51
ALARM CONTROL TECHNOLOGI...	21610/21611	10/22/2021	FIRE ALARM MONITORING	101-1014-47410	53.94
FOXWORTH-GALBRAITH	384479	10/22/2021	QUICK CONCRETE MIX	101-1009-44607	368.90
FOXWORTH-GALBRAITH	384479	10/22/2021	PALLETS FOR CONCRETE	101-1009-44607	50.00
FOXWORTH-GALBRAITH	384479	10/22/2021	REBAR FOR PARKING BLOCK PO...	101-1009-44607	143.85
TALON SEPTIC & POTTY SERVICE	403	10/22/2021	RENTAL OF PORTABLE TOILETS	101-1009-43465	800.00
SIERRA VISTA HOSPITAL / SIERR...	40602C15467	10/22/2021	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	125.00
BUD'S SMALL ENGINE REPAIR	428	10/22/2021	MAINTENANCE ON CARBORAT...	101-1009-47420	69.08
ARMUJO'S CASA BONITA	44488	10/22/2021	REPAIR BROKEN HINGE PARTS ...	101-1014-43403	244.13
BRADY INDUSTRIES, LLC	7037836	10/22/2021	FUEL SURCHARGE	101-1014-44607	4.00
BRADY INDUSTRIES, LLC	7037836	10/22/2021	CENTER PULL PAPER TOWELS	101-1014-44607	540.00
JONATHAN TERRAZAS	866405	10/22/2021	DEPOSIT REFUND CIVIC CENTER...	101-1099-34348	250.00
BARTOO SAND & GRAVEL, INC.	M36964	10/22/2021	BASECOARSE GRAVEL	101-1009-47415	1,822.80
BARTOO SAND & GRAVEL, INC.	M37002	10/22/2021	BASECOARSE REPAIR OF RODEO...	101-1009-47415	4,557.00
SIERRA COUNTY TREASURER	TC10202021	10/22/2021	E911 MAINTENANCE GIS ADD/...	101-1010-48598	425.00
SIERRA COUNTY CLERK	.10282021	10/29/2021	OPEN PO FOR FY 21/22 - RECO...	101-1001-43740	25.00
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,594.49
BANK OF AMERICA	10012021	10/29/2021	FACEBOOK ADVERTISING-POLIC...	101-1007-43740	57.94
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,705.18
BANK OF AMERICA	10222021	10/29/2021	STEEL TOE BOOTS FOR JOHN D...	101-1014-44615	99.99
NM BOARD OF VETERINARY M...	102721	10/29/2021	ANNUAL SHELTER LICENSE REN...	101-1006-43770	150.00
SIERRA COUNTY CLERK	10282021	10/29/2021	OPEN PO FOR FY 21/22 - RECO...	101-1001-43740	25.00
AMAZON CAPITAL SERVICES, IN...	14JK-F4WH-3DK6	10/29/2021	CARHARRT JACKET- MEDIUM	101-1006-42620	69.99
AMAZON CAPITAL SERVICES, IN...	14JK-F4WH-3DK6	10/29/2021	CARHARRT JACKET- XL	101-1006-42620	69.99
AMAZON CAPITAL SERVICES, IN...	14JK-F4WH-3DK6	10/29/2021	CARHARRT JACKET- LARGE	101-1006-42620	69.99
BANK OF AMERICA	301915	10/29/2021	POST HOLE DIGGER	101-1009-44607	139.99
BANK OF AMERICA	301915	10/29/2021	OGGER	101-1009-44607	269.99
BANK OF AMERICA	301915	10/29/2021	10LB SLEDGE HAMMER	101-1009-44607	39.99
BANK OF AMERICA	574-390832,595-284608	10/29/2021	NM OUTDOOR ECONOMIC CON...	101-1009-42720	162.32
BANK OF AMERICA	574-390832,595-284608	10/29/2021	NM OUTDOOR ECONOMIC CON...	101-1013-42720	162.32
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	238.73
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	721.36
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	128.95
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	107.06
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	306.74
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	97.20
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	162.00
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
DAVID DAWDY	897605	10/29/2021	CIVIC CENTER ALCOHOL DEPOSI...	101-1099-34348	150.00
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	277.29
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	261.64
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	232.64
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	249.24
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	109.75
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	1,000.35
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	177.01
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	145.30
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	93.32
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.74
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	85.68
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	114.59

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BLUE 360 MEDIA, LLC	IN2107081230	10/29/2021	2021 NM CRIMINAL & TRAFFIC ...	101-1002-43770	281.71
Fund 101 - General Total:					187,435.34
Fund: 201 - Corrections					
ADMINISTRATIVE OFFICE OF	093021	10/08/2021	PAY DWI & COURT AUTO FEES ...	201-1903-44805	162.00
NM JUDICIAL EDUCATION CENT...	093021	10/08/2021	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	81.00
SIERRA COUNTY TREASURER	10012021	10/08/2021	PRISONER CARE OPEN PO FY JU...	201-1903-48710	1,760.00
Fund 201 - Corrections Total:					2,003.00
Fund: 209 - Fire					
PETE'S EQUIPMENT, INC.	0031383	10/01/2021	Dual Flood Lights Installed on N...	209-1603-47420	4,090.76
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	54.36
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/FIRE STATION	209-1603-43780	55.84
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	158.31
RON'S WELDING	138	10/08/2021	SMALL ENGINE SERVICE (GEN/...	209-1603-47420	976.50
MEGAHERTZ COMPUTER CONS...	46456	10/08/2021	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
MEGAHERTZ COMPUTER CONS...	48735	10/08/2021	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
MUNICIPAL EMERGENCY SERVI...	IN1624764	10/08/2021	Thermal Imagers w/Charger for...	209-1603-44613	2,995.00
TESTON'S FREEWAY CHEVRON	3798	10/15/2021	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	199.12
ARTESIA FIRE EQUIPMENT	76103	10/15/2021	MICRO BLAZE-OUT FIRE FIGHTI...	209-1603-43999	4,998.60
XEROX CORP.	014502953	10/22/2021	BASE CHARGE/METER USAGE O...	209-1603-43465	258.38
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	256.16
WINDSTREAM CORPORATION	101521	10/22/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	119.16
LYNN'S LANDSCAPE	9424	10/22/2021	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	396.03
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	117.11
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.60
Fund 209 - Fire Total:					14,972.43
Fund: 211 - Law Enforce Prot					
INDUSTRIAL PRODUCTS MFG, I...	74234	10/08/2021	9MM LUGER 124 GR FMJ BLAZER	211-2003-44607	379.80
INDUSTRIAL PRODUCTS MFG, I...	74234	10/08/2021	45 AUTO 230 GR TMJ LAWMAN	211-2003-44607	664.00
INDUSTRIAL PRODUCTS MFG, I...	74234	10/08/2021	124 GR. HST HP	211-2003-44607	169.25
INDUSTRIAL PRODUCTS MFG, I...	74234	10/08/2021	230 GR. HST HP	211-2003-44607	379.00
U.S. DISTRIBUTING, INC.	567538	10/15/2021	ROTOR ASY	211-2003-47420	79.98
U.S. DISTRIBUTING, INC.	567538	10/15/2021	KIT BRAKE LININ (BRAKE PADS)	211-2003-47420	60.50
Fund 211 - Law Enforce Prot Total:					1,732.53
Fund: 214 - Lodgers Tax					
LINDMARK OUTDOOR MEDIA	INV19550/INV19562	10/01/2021	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
SUNNY 505	16647	10/08/2021	GRANT MANAGEMENT	214-2503-47597	1,887.81
VETERANS MEMORIAL TRUST B...	92821	10/08/2021	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
GERONIMO TRAIL SCENIC BYW...	10121	10/22/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	416.66
MAINSTREET T OR C	101521	10/22/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48591	11,250.00
RUANNA WALDRUM	1070	10/22/2021	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	431.86
LINDMARK OUTDOOR MEDIA	INV17541	10/22/2021	REPLACEMENT VINYL FOR BILL...	214-2503-47597	756.00
LINDMARK OUTDOOR MEDIA	INV21473/INV21446	10/29/2021	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
Fund 214 - Lodgers Tax Total:					16,681.79
Fund: 216 - Muni Street					
BANK OF AMERICA	09152021	10/04/2021	STEEL TOE BOOTS- ELIJAH MART...	216-4503-44615	34.76
PETE'S EQUIPMENT, INC.	0031591	10/08/2021	DIRT SHOE RUNNER LONG	216-4503-47420	100.41
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	216-4503-47420	232.39
SIERRA AUTO/CARQUEST	289258	10/08/2021	COOLANT CAP	216-4503-47420	19.98
SIERRA AUTO/CARQUEST	289514	10/08/2021	FLAT WASHER	216-4503-47420	0.84
SIERRA AUTO/CARQUEST	289514	10/08/2021	BOLT	216-4503-47420	9.88
SIERRA AUTO/CARQUEST	289514	10/08/2021	SCRWCP MET	216-4503-47420	11.72
SIERRA AUTO/CARQUEST	290078	10/08/2021	HYDRAULIC FITTING	216-4503-47420	19.36
SIERRA AUTO/CARQUEST	290078	10/08/2021	HYDRAULIC FITTING	216-4503-47420	20.61
SIERRA AUTO/CARQUEST	290078	10/08/2021	HYDRAULIC HOSE-BULK	216-4503-47420	30.80
SIERRA AUTO/CARQUEST	290078	10/08/2021	CRIMPS	216-4503-47420	24.00
SIERRA AUTO/CARQUEST	290078	10/08/2021	HYDRAULIC FITTING	216-4503-47420	22.74
SIERRA AUTO/CARQUEST	290082	10/08/2021	AIR SWITCH PRESSURE	216-4503-47420	34.38
SIERRA AUTO/CARQUEST	290082	10/08/2021	SERVICE CIRCUIT	216-4503-47420	10.32
SIERRA AUTO/CARQUEST	290082	10/08/2021	BUSHING	216-4503-47420	1.54

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B & H OIL CO.	52040,52023,52028,52033,520...	10/08/2021	RED DIESEL	216-4503-43316	2,777.95
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	SELEDTYP 3030 SPRING BK	216-4503-47420	44.69
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	OIL SEAL	216-4503-47420	58.19
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	BEARING	216-4503-47420	17.70
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	BEARING	216-4503-47420	17.83
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	BEARING	216-4503-47420	20.69
SIERRA AUTO/CARQUEST	6016-290314	10/08/2021	BEARING	216-4503-47420	29.14
TESTON'S FREEWAY CHEVRON	3804	10/15/2021	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	836.21
PAVEMENT SEALANTS & SUPPLY	20416	10/22/2021	HIGH PERFORMANCE PERMAN...	216-4503-43550	5,192.30
CHERRILL'S WESTERN APPAREL	084254	10/29/2021	STEEL TOE BOOTS- THOMAS BO...	216-4503-44615	169.00
BANK OF AMERICA	09282021	10/29/2021	BOOTS- JOE SORG	216-4503-44615	109.99
BANK OF AMERICA	10072021	10/29/2021	DEF FLUID	216-4503-43316	47.28
GEO-TEST, INC.	95719	10/29/2021	ASPHALT/COMPACTION TESTI...	216-4503-48599	589.65
				Fund 216 - Muni Street Total:	10,484.35
Fund: 294 - State Library					
TDS	10012021	10/08/2021	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	014502945/104502946	10/22/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	19.24
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	167.04
				Fund 294 - State Library Total:	286.23
Fund: 295 - Muni Pool					
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	68.90
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	85.86
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	2,090.13
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	68.90
XEROX CORP.	014502935	10/22/2021	BASE CHARGE /METER USAGE	295-4803-43465	33.76
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	1,426.73
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	68.90
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.56
				Fund 295 - Muni Pool Total:	5,071.74
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	101521	10/22/2021	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	143.11
				Fund 303 - Vet Wall Total:	143.11
Fund: 312 - R&R Airport					
HUGHES VENTURES, INC.	20235	10/15/2021	FOD-RAZOR MARK 2 RZR-8 AIR...	312-7014-44607	3,295.00
MAXWELL ASPHALT, INC.	PAY APP 1	10/29/2021	AIRPORT RUNWAY 13-31 PAVE...	312-7013-47415	236,195.01
RCI POWER & LIGHTING, INC.	PAY APP 3	10/29/2021	AIRPORT ELEC VAULT CONSTRU...	312-7006-80805	37,707.29
				Fund 312 - R&R Airport Total:	277,197.30
Fund: 360 - NMFA PROJECTS					
COOPERATIVE EDUCATIONAL S...	24-120079	10/22/2021	ENGINEERING SERVICES SEWER...	360-7012-48598	3,487.72
COOPERATIVE EDUCATIONAL S...	24-119782	10/29/2021	ENGINEERING SERVICES SEWER...	360-7012-48598	1,060.19
				Fund 360 - NMFA PROJECTS Total:	4,547.91
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	093021	10/01/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	093021	10/01/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	093021	10/01/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
				Fund 403 - Pledge State Total:	18,834.93
Fund: 501 - Cemetary					
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	320.37
				Fund 501 - Cemetary Total:	320.37
Fund: 502 - Util Office - Pool					
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	252.43
TYLER TECHNOLOGIES, INC.	025-312560	10/01/2021	UTILITY BILLING ONLINE COMP...	502-3601-43770	1,009.20
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	401.81
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	502-3601-43316	12.84
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	502-3601-47420	21.25
SILKE M. KAPELA	270752	10/08/2021	REIMBURSEMENT DISABILITY C...	502-3601-37380	1,964.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	289256	10/08/2021	OIL FILTER	502-3601-47420	4.23
SILKE M. KAPELA	306075	10/15/2021	REIMBURSEMENT FOR DISABILI...	502-3601-37380	392.88
TESTON'S FREEWAY CHEVRON	3803	10/15/2021	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	387.70
INSTA-COPY IMAGING	559212	10/15/2021	10,000 #9 RETURN & 20,000 #1...	502-3601-43740	2,101.43
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	252.43
XEROX CORP.	014502952	10/22/2021	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	669.07
SILKE M. KAPELA	938982	10/22/2021	REIMBRS. DISABILITY CHECK 092...	502-3601-37380	392.88
DATAMATIC, INC.	inv2384	10/22/2021	ANNUAL SOFTWARE LICENSE A...	502-3601-43815	5,323.15
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	279.21
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	LETTER OPENER	502-3601-44606	5.12
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	CLOROX COMMERCIAL SOLUTI...	502-3601-44606	5.99
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	COPY PAPER	502-3601-44606	67.96
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	TRU RED MULTIPURPOSE PAPER	502-3601-44606	95.52
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	STAPLES COUNTERFEIT PEN 3/P...	502-3601-44606	19.48
STAPLES CONTRACT & COMME...	3487885047	10/29/2021	LYSOL CLEANER DISINFECTANT	502-3601-44606	34.76
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	252.43
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	190.59
Fund 502 - Util Office - Pool Total:					14,136.76
Fund: 503 - Electric					
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.80
SILVERSKY, INC.	440452-SI	10/01/2021	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	191.29
INTEGRATED TECHNOLOGIES G...	7246	10/01/2021	IT SERVICES JULY 1, 2021 - SEPT...	503-3702-48598	984.85
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.80
BANK OF AMERICA	9142021	10/04/2021	ELECTRICAL CONTINUING EDUC...	503-3702-42720	149.00
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,951.43
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	503-3702-43316	159.60
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	503-3702-47420	470.55
TRIPLE H SOLAR, LLC	0272	10/08/2021	ENGINEERING SERVICES- OPEN ...	503-3702-48598	840.00
SIERRA AUTO/CARQUEST	289158	10/08/2021	AIR FILTER	503-3702-47420	49.59
SIERRA AUTO/CARQUEST	289158	10/08/2021	FUEL ELEMENT	503-3702-47420	52.59
SIERRA AUTO/CARQUEST	289158	10/08/2021	OIL FILTER HD	503-3702-47420	13.86
SIERRA AUTO/CARQUEST	289160	10/08/2021	STARTER 37MT	503-3702-47420	399.88
SIERRA AUTO/CARQUEST	289354	10/08/2021	AIR FILTER	503-3702-47420	49.59
SIERRA AUTO/CARQUEST	289943	10/08/2021	AIR FILTER	503-3702-47420	29.45
SIERRA AUTO/CARQUEST	289943	10/08/2021	FAN BELT (SERP BELT-POLY RIB)	503-3702-47420	16.69
SIERRA AUTO/CARQUEST	289943	10/08/2021	FUEL FILTER	503-3702-47420	16.31
SIERRA AUTO/CARQUEST	289964	10/08/2021	FUEL FILTER	503-3702-47420	27.03
SSA SOLAR OF NM 4, LLC	402245	10/08/2021	POWER SERVICES- OPEN PO FY ...	503-3702-50795	24,902.33
LANDIS+GYR TECHNOLOGY, INC	90345550	10/08/2021	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
GRAINGER, INC.	9067301813	10/08/2021	ELECTRIC ENGRAVER	503-3702-44607	26.44
GRAINGER, INC.	9067301813	10/08/2021	ENGRAVING BIT	503-3702-44607	27.72
SIERRA ELECTRIC CO-OP, INC.	10042021/10072021	10/15/2021	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	560.74
SIERRA ELECTRIC CO-OP, INC.	10042021/10072021	10/15/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	199,452.62
SUN VALLEY, INC.	160387/6	10/15/2021	DISCOUNT	503-3702-44607	-29.50
SUN VALLEY, INC.	160387/6	10/15/2021	20V LITHIUM IMPACT DRIVER	503-3702-44607	578.00
SUN VALLEY, INC.	160387/6	10/15/2021	MS 271 20" CHAINSAW	503-3702-44607	489.99
SUN VALLEY, INC.	160387/6	10/15/2021	1/2" SOCKET ADAPTER	503-3702-44607	11.98
TRI-STATE GENERATION & TRA...	303249	10/15/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	38,033.25
TESTON'S FREEWAY CHEVRON	3793	10/15/2021	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,357.44
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.80
VERIZON WIRELESS	9889810194	10/15/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.04
WESTERN AREA POWER ADMIN	JJPB1798A0921	10/15/2021	BASE DEMAND & BASE ENERGY...	503-3702-50795	45,359.34
XEROX CORP.	014502950	10/22/2021	BASE CHARGE & METER USAGE...	503-3702-43465	98.63
XEROX CORP.	014611156	10/22/2021	BASE CHARGE & METER USAGE...	503-3702-43465	33.81
CHERRILL'S WESTERN APPAREL	083294	10/22/2021	JEANS- CHRIS REES	503-3702-42620	150.00
CHERRILL'S WESTERN APPAREL	083294	10/22/2021	JEANS- BO EASLEY	503-3702-42620	150.00
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	135.99
COOPERATIVE EDUCATIONAL S...	24-120272	10/22/2021	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	1,206.33
LANDIS+GYR TECHNOLOGY, INC	90344722	10/22/2021	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GRAINGER, INC.	9077773266	10/22/2021	LED FLOODLIGHT	503-3702-44607	321.82
REED'S TIRE CENTER	9914	10/22/2021	TIRE MOUNTS	503-3702-47420	108.19
IRBY SUPPLY CO.	S012645074.001	10/22/2021	3/4 AUGER BIT	503-3702-44607	56.00
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,914.98
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
SHPIGLER CONSULTING, INC.	10252021	10/29/2021	TRAVEL FEE	503-3702-48599	1,322.69
WESTERN UNITED ELECTRIC	6045348,6045817	10/29/2021	5/8 LOCKNUTS	503-3702-44607	270.00
WESTERN UNITED ELECTRIC	6045348,6045817	10/29/2021	2/0-03 ALUMINUM CABLE	503-3702-44607	3,645.00
MERCHANT JOB TRAINING & SA...	6454	10/29/2021	TUITION 1ST YEAR MERCHANT ...	503-3702-42720	550.00
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.80
LANDIS+GYR TECHNOLOGY, INC	90343025	10/29/2021	TECH STUDIO ANNUAL MAINTEN...	503-3702-43815	220.00
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	192.28
Fund 503 - Electric Total:					337,006.02

Fund: 504 - Water

NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	134.40
HALL ENVIRONMENTAL ANALYS...	2108H25	10/01/2021	EPA METHOD 524.2 TTHM	504-3803-44605	100.00
HALL ENVIRONMENTAL ANALYS...	2108H25	10/01/2021	HALOACETIC ACID BY 552.3	504-3803-44605	148.11
SILVERSKY, INC.	440452-SI	10/01/2021	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	191.29
INTEGRATED TECHNOLOGIES G...	7243	10/01/2021	CHRISTINA RAMOS- ADOBE AC...	504-3803-43815	375.00
INTEGRATED TECHNOLOGIES G...	7243	10/01/2021	JESSE COLE- ADOBE ACROBAT ...	504-3803-43815	232.00
INTEGRATED TECHNOLOGIES G...	7246	10/01/2021	IT SERVICES JULY 1, 2021 - SEPT...	504-3803-48598	984.85
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/WATER	504-3803-43780	40.74
PURE OPERATIONS, LLC	NI214659	10/01/2021	ANNUAL WATER METER TESTI...	504-3803-47420	54.16
BANK OF AMERICA	301721	10/04/2021	TRV SIN SQUARE WORK LIGHT	504-3803-44613	44.99
BANK OF AMERICA	301721	10/04/2021	DW 1/2N HIGH TORQUE IMPAC...	504-3803-44613	269.99
BANK OF AMERICA	301721	10/04/2021	DW 20V MAX LTHM CRDLSS 1/2...	504-3803-44613	239.00
BANK OF AMERICA	301721	10/04/2021	DW 23 PC TOUGHBOX 1/2IN DR...	504-3803-44613	119.98
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	10,636.16
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	504-3803-43316	41.40
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	504-3803-47420	165.07
TAXATION AND REVENUE	09302021	10/08/2021	WATER CONSERVATION FEE FY ...	504-3803-43797	1,246.16
COOPERATIVE EDUCATIONAL S...	24-119076	10/08/2021	ENGINEERING SERVICES WATER...	504-3803-48598	23,156.78
SIERRA AUTO/CARQUEST	289155	10/08/2021	FUEL PUMP MODULE	504-3803-47420	329.04
SIERRA AUTO/CARQUEST	289352	10/08/2021	BRAKE PADS	504-3803-47420	53.31
SIERRA AUTO/CARQUEST	289352	10/08/2021	BRAKE PADS	504-3803-47420	45.43
SIERRA AUTO/CARQUEST	289352	10/08/2021	AIR FILTER	504-3803-47420	10.21
SIERRA AUTO/CARQUEST	289352	10/08/2021	OIL FILTER	504-3803-47420	4.03
SIERRA AUTO/CARQUEST	289352	10/08/2021	PAINTED ROTOR	504-3803-47420	112.88
B & H OIL CO.	52031/52037/52039	10/08/2021	DIESEL FOR TRANSFER TANK A...	504-3803-43316	281.24
DPC INDUSTRIES, INC.	747002208-21	10/08/2021	CHLORINE CYLINDERS	504-3803-44607	937.70
SUN VALLEY, INC.	160041/160176/160271	10/15/2021	UNSTOCKED FIELD SUPPLIES FO...	504-3803-44607	142.29
SUN VALLEY, INC.	160321/6	10/15/2021	32OZ PURPLE PRIMER	504-3803-44607	119.94
SUN VALLEY, INC.	160321/6	10/15/2021	DISCOUNT	504-3803-44607	-11.54
SUN VALLEY, INC.	160321/6	10/15/2021	32 OZ BLU PVC CEMENT	504-3803-44607	110.94
TESTON'S FREEWAY CHEVRON	3801	10/15/2021	DIESEL FUEL	504-3803-43316	836.57
TESTON'S FREEWAY CHEVRON	3801	10/15/2021	UNLEADED FUEL	504-3803-43316	768.67
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	134.40
XEROX CORP.	014502940	10/22/2021	BASE COURSE CHARGE METERE...	504-3803-43465	172.41
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN..	504-3803-43780	959.96
KING'S LOCKSMITH	007942	10/29/2021	KEY REPLACEMENTS OR SPARE ...	504-3803-44607	10.80
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	10,054.90
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
BAKER UTILITY SUPPLY CORP.	291930,292058	10/29/2021	UNSTOCKED FIELD SUPPLY ORD...	504-3803-44607	11,196.13
BAKER UTILITY SUPPLY CORP.	293003	10/29/2021	SUPPLIES AS NEEDED FOR WAT...	504-3803-44607	1,625.92
BAKER UTILITY SUPPLY CORP.	293454	10/29/2021	OPEN PO FOR WATER UNSTOC...	504-3803-44607	1,350.54
BANK OF AMERICA	2941549	10/29/2021	NMP 101 NM PROCUREMENT P...	504-3803-42720	70.00
BANK OF AMERICA	2941549	10/29/2021	NMP 102 OVERVIEW OF ACQUIS...	504-3803-42720	70.00
BANK OF AMERICA	2941549	10/29/2021	NMP 105 SPECIFICATION WRITI...	504-3803-42720	70.00
BANK OF AMERICA	2941549	10/29/2021	NMP 143 PUBLIC PURCHASING	504-3803-42720	70.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BANK OF AMERICA	2941681	10/29/2021	NMP 212 NM PUBLIC PROCUR...	504-3803-42720	75.00
BANK OF AMERICA	2941681	10/29/2021	NMP 213 NM PUBLIC PROCUR...	504-3803-42720	75.00
RED WING SHOES OF LAS CRUC...	5251	10/29/2021	WORK BOOTS FOR RAMON SA...	504-3803-44615	230.00
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	174.09
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.74
STEVE BELL CONSTRUCTION	C18079	10/29/2021	ANNUAL USE OF CRUSHER FINES	504-3803-47415	456.00
DPC INDUSTRIES, INC.	DE74000639-21	10/29/2021	DEMURRAGE	504-3803-43465	55.00
BARTOO SAND & GRAVEL, INC.	M37209	10/29/2021	HAULING TRUCK ON LOWBOY ...	504-3803-47420	856.07
Fund 504 - Water Total:					70,896.75
Fund: 505 - Solid Waste					
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.20
SILVERSKY, INC.	440452-SI	10/01/2021	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	191.29
INTEGRATED TECHNOLOGIES G...	7246	10/01/2021	IT SERVICES JULY 1, 2021 - SEPT...	505-3904-48598	984.85
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/RECYCLE CENTER	505-3904-43780	50.26
BORDER INTERNATIONAL TRUC...	R400019549.01	10/01/2021	DIAGNOSTIC FOR CEL/DEF ISSU...	505-3904-47420	238.22
BANK OF AMERICA	9003	10/04/2021	NMP 211 - NM PROCUREMENT ...	505-3904-42720	75.00
BANK OF AMERICA	9003	10/04/2021	NMP 142 -NM ETHICS & PUBLIC...	505-3904-42720	75.00
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	751.14
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	505-3904-47420	625.73
SIERRA AUTO/CARQUEST	289708	10/08/2021	AIR FILTER	505-3904-47420	11.98
SIERRA AUTO/CARQUEST	289708	10/08/2021	HD CABIN AIR FILTER	505-3904-47420	25.60
BORDER TIRE, LLC	3007037	10/08/2021	11R225 SPREAD AXEL RAD.SPOT...	505-3904-44607	1,500.00
BORDER TIRE, LLC	3007037	10/08/2021	11R22.5 FINISHED CASING A	505-3904-44607	650.00
CITY OF LAS CRUCES	81713	10/08/2021	SCSWA OPEN PO FY2021-2022	505-3904-45601	40,925.81
CRESCENT ELECTRIC SUPPLY C...	S509499389.001	10/08/2021	1/2-3/4 SC KIND SQ BOX STL	505-3904-43403	8.03
CRESCENT ELECTRIC SUPPLY C...	S509499389.001	10/08/2021	4 11/16 SQ 1 TGL SW SURF COV...	505-3904-43403	51.73
CRESCENT ELECTRIC SUPPLY C...	S509499389.001	10/08/2021	3/4" CONDUIT NIPPLES	505-3904-43403	1.48
CRESCENT ELECTRIC SUPPLY C...	S509499389.001	10/08/2021	3/4" LOCKNUTS STL	505-3904-43403	0.34
CRESCENT ELECTRIC SUPPLY C...	S509527880.001	10/08/2021	Q230SIEMENS BREAKER 30A 2P	505-3904-43403	52.49
SUN VALLEY, INC.	160098/6	10/15/2021	DISCOUNT	505-3904-44607	-1.70
SUN VALLEY, INC.	160098/6	10/15/2021	NUTS & BOLTS -SELF DRILLING ...	505-3904-44607	15.99
SUN VALLEY, INC.	160098/6	10/15/2021	TG 12 X20 BLU POLY TARP	505-3904-44607	33.99
SUN VALLEY, INC.	160237/6	10/15/2021	32 OZ FRESH SCENT CLOROX SP...	505-3904-44607	25.74
SUN VALLEY, INC.	160341/6	10/15/2021	NUTS & BOLTS (BOLTS)	505-3904-44607	5.96
SUN VALLEY, INC.	160341/6	10/15/2021	NUTS & BOLTS (NUTS)	505-3904-44607	1.60
SUN VALLEY, INC.	160341/6	10/15/2021	NUTS & BOLTS (WASHERS)	505-3904-44607	1.08
BORDER TIRE, LLC	3006827	10/15/2021	11R225 SPREAD AXLE MCX 12 ...	505-3904-44607	150.00
BORDER TIRE, LLC	3006827	10/15/2021	NAILHOLE W/RETREAD	505-3904-44607	8.74
BORDER TIRE, LLC	3006827	10/15/2021	11R225 SPREAD AXLE RAD. SPO...	505-3904-44607	150.00
BORDER TIRE, LLC	3006827	10/15/2021	11R225 SPREAD AXEL RAD.SPOT..	505-3904-44607	150.00
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.21
XEROX CORP.	014502934	10/22/2021	METER USAGE & BASE CHARGE...	505-3904-43465	110.93
XEROX CORP.	014611154	10/22/2021	METER USAGE & BASE CHARGE...	505-3904-43465	35.68
PARKHILL SMITH & COOPER	01859321.004/01857921.005	10/22/2021	ENVIRONMENTAL LANDFILL M...	505-3904-48599	8,389.94
RED WING SHOES OF LAS CRUC...	5235	10/22/2021	83956 MARTIN GONZALES 10D	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5235	10/22/2021	83956 WILLIAM (MIKE) JOHNS...	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5236	10/22/2021	83852 JOE DALEY SAFETY BOOT...	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5236	10/22/2021	83930 WESLEY MYERS 13D	505-3904-44615	200.00
RED WING SHOES OF LAS CRUC...	5236	10/22/2021	83956 MATTHEW GRANSBURY ...	505-3904-44615	200.00
WEX BANK	74686321	10/22/2021	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	4,472.05
REED'S TIRE CENTER	9895	10/22/2021	STEEL RIMS	505-3904-44607	75.73
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	483.31
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
MPG SERVICES, LLC	3454	10/29/2021	INSTALL EXHAUST FAN /LABOR...	505-3904-43403	1,320.01
P & T MACHINE	372105	10/29/2021	DRIVE SHAFT REPAIR	505-3904-47420	125.00
P & T MACHINE	372105	10/29/2021	LABOR TAX	505-3904-47420	7.65
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.21
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	165.56
Fund 505 - Solid Waste Total:					65,607.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 506 - WWTP					
NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
HALL ENVIRONMENTAL ANALYS...	2109424	10/01/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2109424	10/01/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2109424	10/01/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2109804/2108F53	10/01/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2109804/2108F53	10/01/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2109804/2108F53	10/01/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2109804/2108F53	10/01/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
NM RECYCLING COALITION	3506	10/01/2021	MEMBERSHIP ANNUAL DUES	506-4005-43770	200.00
SILVERSKY, INC.	440452-SI	10/01/2021	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	191.29
INTEGRATED TECHNOLOGIES G...	7246	10/01/2021	IT SERVICES JULY 1, 2021 - SEPT...	506-4005-48598	984.85
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
NEW MEXICO GAS COMPANY, I...	9/30/21	10/01/2021	GAS BILLS/VACUUM STATION	506-4005-43780	26.91
BANK OF AMERICA	131252	10/04/2021	TRV SIN SQUARE WORK LIGHT	506-4005-44613	44.99
BANK OF AMERICA	131252	10/04/2021	2300 PSI ELECTRIC PRESSURE ...	506-4005-44613	219.99
BANK OF AMERICA	131252	10/04/2021	STANLEY FATMAX 10W RCHRG L...	506-4005-44613	59.99
BANK OF AMERICA	131252	10/04/2021	2000 WATT INVERTER GENORA...	506-4005-44613	479.99
BANK OF AMERICA	5020488759	10/04/2021	FAN	506-4005-44607	79.09
BANK OF AMERICA	5020488759	10/04/2021	TEMPERATURE SENSOR WIRING...	506-4005-44607	231.31
CITY UTILITIES	8/24/21	10/08/2021	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	858.12
INTERNAL SERVICE FUND	015625	10/08/2021	INTERNAL SERVICE- MAINTENA...	506-4005-47420	2.50
VILLAGE OF WILLIAMSBURG	09302021	10/08/2021	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	4,276.58
HALL ENVIRONMENTAL ANALYS...	2109852	10/08/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2109852	10/08/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	18.98
HALL ENVIRONMENTAL ANALYS...	2109852	10/08/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2109852	10/08/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
PRIMECARE ORTHOTICSS AND ...	29090	10/08/2021	WORK BOOTS FOR LEONIDES ...	506-4005-44615	395.02
B & H OIL CO.	52031/52037/52039	10/08/2021	DIESEL FOR TRANSFER TANK HE...	506-4005-43316	57.30
PINNACLE PROPANE	52830208	10/08/2021	PROPANE-WWTP-OPEN PO FOR...	506-4005-43780	91.73
USA BLUEBOOK	681081/679841/696869	10/08/2021	HACH BLUEBOOK CHLORINE SW...	506-4005-44607	107.10
USA BLUEBOOK	681081/679841/696869	10/08/2021	HACH TOTAL CHLORINE SWIFTE...	506-4005-44607	71.85
USA BLUEBOOK	681081/679841/696869	10/08/2021	USA BLUEBOOK DPD 1 DISPENC...	506-4005-44607	172.35
USA BLUEBOOK	681081/679841/696869	10/08/2021	ROYCE MODEL 711 PORTABLE S...	506-4005-44613	2,578.50
USA BLUEBOOK	681081/679841/696869	10/08/2021	NITRILE GLOVES 5MIL MEDIUM	506-4005-44615	286.44
USA BLUEBOOK	681081/679841/696869	10/08/2021	HARD HAT BRIM SHADE LIME	506-4005-44615	54.60
USA BLUEBOOK	681081/679841/696869	10/08/2021	ANSI CLASS 2 VEST YELLOW LA...	506-4005-44615	31.35
USA BLUEBOOK	681081/679841/696869	10/08/2021	EXTREME WORK HI VISIBILITY G...	506-4005-44615	106.86
USA BLUEBOOK	681081/679841/696869	10/08/2021	ANSI CLASS 2 MESH VEST YELL...	506-4005-44615	13.09
USA BLUEBOOK	681081/679841/696869	10/08/2021	EXTREME WORK HI VISIBILITY G...	506-4005-44615	56.25
USA BLUEBOOK	681081/679841/696869	10/08/2021	NITRILE GLOVES 5MIL LARGE	506-4005-44615	286.44
USA BLUEBOOK	681081/679841/696869	10/08/2021	NORTH CONSPIRE SAFETY GLAS...	506-4005-44615	16.14
USA BLUEBOOK	681081/679841/696869	10/08/2021	NORTH CONSPIRE SAFETY GLAS...	506-4005-44615	16.14
USA BLUEBOOK	681081/679841/696869	10/08/2021	ANSI CLASS 2 VEST YELLOW SM...	506-4005-44615	10.45
USA BLUEBOOK	729548	10/08/2021	PHYCOMYCIN ALGAECIDE FOR ...	506-4005-44607	312.90
SUN VALLEY, INC.	160205/160230/160264	10/15/2021	UNSTOCKED FIELD SUPPLIES FO...	506-4005-44607	213.77
HALL ENVIRONMENTAL ANALYS...	2109C18	10/15/2021	TAX	506-4005-44605	12.60
HALL ENVIRONMENTAL ANALYS...	2109C18	10/15/2021	FECAL SOIL MPN	506-4005-44605	160.00
TESTON'S FREEWAY CHEVRON	3802	10/15/2021	UNLEADED FUEL	506-4005-43316	797.76
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	474.63
CITY UTILITIES	10/27/21	10/29/2021	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	392.88
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	SM 4500 NORG C TKN (M4500-...	506-4005-48598	245.00
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	EPA METHOD 625 SVOCs HAXA...	506-4005-48598	200.00
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	EPA METHOD 1664B FOG (1664)	506-4005-48598	85.00
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	66.55
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	EPA METHOD 365.1 TOTAL PHO...	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2109875,2109872	10/29/2021	EPA METHOD 300.0 ANIONS NO...	506-4005-48598	280.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	TOTAL CYANIDE SUBBED	506-4005-44605	100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	HARDNESS TEST	506-4005-44605	30.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	AMMONIA TET	506-4005-44605	50.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	SVOC'S	506-4005-44605	720.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	VOC'S	506-4005-44605	320.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	TOTAL METALS TEST	506-4005-44605	238.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	ACID EXTRACTABLE METALS TE...	506-4005-44605	220.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	TAX	506-4005-44605	147.10
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	PHENOLICS	506-4005-44605	120.00
HALL ENVIRONMENTAL ANALYS...	2109C16,2109862	10/29/2021	MERCURY TEST	506-4005-44605	70.00
HALL ENVIRONMENTAL ANALYS...	2109C44,2109C85	10/29/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2109C44,2109C85	10/29/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2109C44,2109C85	10/29/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
HALL ENVIRONMENTAL ANALYS...	2109C44,2109C85	10/29/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2110405,2110315	10/29/2021	EPA 200.8 METALS CADMIUM ...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2110405,2110315	10/29/2021	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	38.67
HALL ENVIRONMENTAL ANALYS...	2110405,2110315	10/29/2021	SM5210B BOD (M5210B)	506-4005-48598	116.00
HALL ENVIRONMENTAL ANALYS...	2110405,2110315	10/29/2021	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	270.00
COOPERATIVE EDUCATIONAL S...	24-119782	10/29/2021	ENGINEERING SERVICES SEWER...	506-4005-48598	4,720.88
BAKER UTILITY SUPPLY CORP.	292698,293356	10/29/2021	OPEN PO FOR UNSTOCKED FIEL...	506-4005-44607	2,682.32
BANK OF AMERICA	2941549	10/29/2021	NMP 103A CONTRACT ADMINIS...	506-4005-42720	70.00
BANK OF AMERICA	2941549	10/29/2021	NMP 001 FOUNDATION CULMI...	506-4005-42720	70.00
BANK OF AMERICA	2941549	10/29/2021	ENROLLMENT FEE	506-4005-42720	50.00
BANK OF AMERICA	2941549	10/29/2021	NMP 103B CONTRACT ADMINIS...	506-4005-42720	70.00
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	355.19
FLOWPOINT ENVIRONMENTAL ...	DEC2185	10/29/2021	ANNUAL RENEWAL FOR SOFTW...	506-4005-43815	1,095.00

Fund 506 - WWTP Total: 30,557.46

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	85.20
CHAPARRAL SAND & GRAVEL, L...	37101	10/01/2021	#2 SAND FOR GREENS	508-4303-44607	878.60
B & H OIL CO.	52313	10/01/2021	UN LEADED GAS	508-4303-43316	523.57
B & H OIL CO.	52313	10/01/2021	DIESEL FUEL	508-4303-44607	819.62
TDS	9/30/21	10/01/2021	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
R & R PRODUCTS INC.	CD2605296	10/08/2021	SPRINKLER HEAD TRIMMER	508-4303-44607	172.35
R & R PRODUCTS INC.	CD2605296	10/08/2021	GRINDING DISC	508-4303-44607	31.50
R & R PRODUCTS INC.	CD2605296	10/08/2021	GRINDING DISC	508-4303-44607	31.50
R & R PRODUCTS INC.	CD2605296	10/08/2021	8 INCH CUTTING BLADE	508-4303-44607	64.60
WINSUPPLY NE ALBUQUERUQE...	023378-01	10/15/2021	SWING JOINTS	508-4303-44607	565.00
HELENA CHEMICALS	14145216	10/15/2021	GREENS GRADE GRANULAR	508-4303-44607	608.00
J&B CHEMICAL ASSOCIATES	377844	10/15/2021	ALGEE CLEANER FOR POND	508-4303-44607	996.97
MORNING STAR SPORTS LLC	58237	10/15/2021	3XL UPCHARGE	508-4303-44607	6.00
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	DIGITIZING ONE TIME SET UP	508-4303-44607	65.00
MORNING STAR SPORTS LLC	58237	10/15/2021	LADIES SILK SPORT SHIRTS M	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	2XL UPCHARGE	508-4303-44607	12.00
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS 3X	508-4303-44607	23.90
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS	508-4303-44607	35.85
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS 2X	508-4303-44607	35.85
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	LADIES SILK SPORT SHIRTS LG	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	SPORT TECH VISOR	508-4303-44607	42.00
MORNING STAR SPORTS LLC	58237	10/15/2021	LADIES SILK SPORT SHIRTS 2X	508-4303-44607	35.85
MORNING STAR SPORTS LLC	58237	10/15/2021	LADIES SILK SPORT SHIRTS XL	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	LADIES SILK SPORT SHIRTS SM	508-4303-44607	59.75
MORNING STAR SPORTS LLC	58237	10/15/2021	PORT AUTHORITY CAPS	508-4303-44607	51.00
MORNING STAR SPORTS LLC	58237	10/15/2021	EMBROIDERY LOGO	508-4303-44607	552.00
MORNING STAR SPORTS LLC	58237	10/15/2021	EMBRODIDERY LOGO	508-4303-44607	120.00
MORNING STAR SPORTS LLC	58237	10/15/2021	SILK TOUCH SPORT SHIRTS XL	508-4303-44607	59.75
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	107.63
XEROX CORP.	014611157	10/22/2021	BASE CHARGES METER USAGE F...	508-4303-43465	164.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY UTILITIES	10/13/21	10/22/2021	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	855.74
YAMAHA MOTOR FINANCE COR...	756483	10/22/2021	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
TDS	101821	10/29/2021	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
AUSTIN TURF & TRACTOR, INC.	127303	10/29/2021	SHIPPING	508-4303-44607	18.00
AUSTIN TURF & TRACTOR, INC.	127303	10/29/2021	BED KNIFE SCREWS	508-4303-44607	45.00
AUSTIN TURF & TRACTOR, INC.	127303	10/29/2021	BED KNIFES	508-4303-44607	230.70
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	112.80
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.39
Fund 508 - Golf Course Total:					9,892.82

Fund: 509 - Muni Airport

NM RETIREE HEALTH CARE	008695	10/01/2021	RETIREE HEALTHCARE PPE 2021...	509-4403-41226	32.40
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	STAPLE REMOVER (3) PACK	509-4403-44606	6.99
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	BANKER BOX STANDARD SET-UP...	509-4403-44606	21.99
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	DESK CALENDAR 2021-2022	509-4403-44606	19.49
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	DURACELL AA BATTERIES	509-4403-44606	14.13
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	ELECTRIC STAPLER HEAVY DUTY...	509-4403-44606	23.99
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	SHIPPING	509-4403-44607	3.91
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	STEEL BUCKET (1) GALLON	509-4403-44607	17.98
AMAZON CAPITAL SERVICES, IN...	1J3X-N6FD-YR93	10/01/2021	MENS WORK GLOVES	509-4403-44607	58.80
BANK OF AMERICA	2109010948579235	10/04/2021	ONLINE FUELING CLASS A/B/C ...	509-4403-42720	175.00
BANK OF AMERICA	2109010948579235	10/04/2021	ONLINE FUELING CLASS A/B/C ...	509-4403-42720	175.00
BANK OF AMERICA	2109010948579235	10/04/2021	ONLINE FUELING CLASS A/B/C ...	509-4403-42720	175.00
SIERRA ELECTRIC CO-OP, INC.	0 2154	10/15/2021	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	1,061.03
TECH 45 ENTERPRISES	21-127	10/15/2021	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.00
TESTON'S FREEWAY CHEVRON	3796	10/15/2021	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	222.16
NM RETIREE HEALTH CARE	643870	10/15/2021	RETIREE HEALTHCARE PPE 2021...	509-4403-41226	32.40
WAFD INSURANCE GROUP, INC.	09/28/2021	10/19/2021	RENEWAL ENVIRONMENTAL PO...	509-4403-46731	4,161.32
XEROX CORP.	014611158	10/22/2021	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	41.69
WINDSTREAM CORPORATION	101521	10/22/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	324.17
BANK OF AMERICA	2109290925517855	10/29/2021	30-DAY WALKTHROUGH INSPE...	509-4403-42720	89.85
NM RETIREE HEALTH CARE	754758	10/29/2021	RETIREE HEALTHCARE PPE 2021...	509-4403-41226	32.40
VERIZON WIRELESS	9890680070	10/29/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.07
Fund 509 - Muni Airport Total:					10,593.77

Fund: 600 - Internal Serv

RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	AFL ELC 5050 ANTIFREEZE	600-7003-43316	444.40
RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	5W30 OIL	600-7003-43316	719.04
RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	5W20 OIL	600-7003-43316	736.16
RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	FUEL SURCHARGE	600-7003-43316	4.44
RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	ALF PRM EP GREASE	600-7003-43316	366.95
RELADYNE CONSERVANCY OIL ...	0049076-IN	10/08/2021	ALL MAKES 5050 ANTIFREEZE	600-7003-43316	356.40
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	TEKTON 3/8" DR X 22MM DEEP...	600-7003-44607	6.79
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	CRAFTSMAN SOCKET, METRIC 1...	600-7003-44607	9.98
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	CRAFTSMAN DEEP SOCKET ME...	600-7003-44607	9.98
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	CRATSMAN SCOKET METRIC 1/...	600-7003-44607	8.98
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	CRAFTSMAN COMBINATION W...	600-7003-44607	8.48
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	DEWALT 3/8" 12 PT DEEP SOCK...	600-7003-44607	5.49
AMAZON CAPITAL SERVICES, IN...	1ND3-R61X-1M7C	10/08/2021	TEKTON 3/8" DR X 21 MM DEEP...	600-7003-44607	6.81
AMAZON CAPITAL SERVICES, IN...	1T3N-47F6-KTXP,191D-HDTK-X...	10/08/2021	CARHARTT MENS HI VIS JACKET...	600-7003-42620	155.19
AMAZON CAPITAL SERVICES, IN...	1T3N-47F6-KTXP,191D-HDTK-X...	10/08/2021	CARHART MENS HI VIS JACKET ...	600-7003-42620	218.34
AMAZON CAPITAL SERVICES, IN...	1T3N-47F6-KTXP,191D-HDTK-X...	10/08/2021	AMAZON BASICS HANGING FO...	600-7003-44606	29.97
AMAZON CAPITAL SERVICES, IN...	1T3N-47F6-KTXP,191D-HDTK-X...	10/08/2021	KIL,LER FILTER REPLACEMENT F...	600-7003-44607	275.28
SIERRA AUTO/CARQUEST	289157	10/08/2021	27 RATCHET STRAP	600-7003-44607	85.28
SIERRA AUTO/CARQUEST	289255	10/08/2021	HEADLIGHT HALOGEN	600-7003-44607	23.86
SIERRA AUTO/CARQUEST	289257	10/08/2021	ZX G-05 AFC ANTIFREEZE	600-7003-44607	18.76
SIERRA AUTO/CARQUEST	289259	10/08/2021	FLASHLIGHT	600-7003-44607	21.99
SIERRA AUTO/CARQUEST	289709	10/08/2021	MANIFOLD HOSE SET	600-7003-44607	84.91
SIERRA AUTO/CARQUEST	289710	10/08/2021	BATTERY-SILVER	600-7003-44607	528.80
SIERRA AUTO/CARQUEST	289711	10/08/2021	COOLANT CAP	600-7003-44607	19.98
SIERRA AUTO/CARQUEST	289711	10/08/2021	COUPLER P M FE 1/4 NP/ AIR FI...	600-7003-44607	3.45
SIERRA AUTO/CARQUEST	289711	10/08/2021	COUPLER/ AIR FITTING	600-7003-44607	6.59

Expense Approval Report

Payable Dates: 10/1/2021 - 10/31/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	289711	10/08/2021	UTILITY KNIFE	600-7003-44607	16.99
SIERRA AUTO/CARQUEST	289711	10/08/2021	CHUCK STR KWIK/ AIR FITTING	600-7003-44607	11.81
SIERRA AUTO/CARQUEST	289711	10/08/2021	HYD/TRANSMISSION	600-7003-44607	43.55
SIERRA AUTO/CARQUEST	289711	10/08/2021	OIL FILTER - HD	600-7003-44607	7.29
SIERRA AUTO/CARQUEST	289815	10/08/2021	147CF ACETYLENE	600-7003-44607	96.00
SIERRA AUTO/CARQUEST	289815	10/08/2021	OXYGEN	600-7003-44607	34.50
SIERRA AUTO/CARQUEST	289942	10/08/2021	HEADLAMP HALOGEN	600-7003-47420	14.64
SIERRA AUTO/CARQUEST	290077	10/08/2021	90 TOWEL CANISTER	600-7003-44607	16.04
SIERRA AUTO/CARQUEST	290081	10/08/2021	STT LAMP	600-7003-47420	33.56
SIERRA AUTO/CARQUEST	290081	10/08/2021	STT LAMP	600-7003-47420	21.79
SIERRA AUTO/CARQUEST	290081	10/08/2021	1/4 M M PLUG MLTN	600-7003-47420	6.94
SIERRA AUTO/CARQUEST	290081	10/08/2021	BOLT M10	600-7003-47420	3.96
SOUTHWEST SIGN SERVICE	11561	10/15/2021	3" BLUE VINYL #9 STICKER	600-7003-44607	15.96
SOUTHWEST SIGN SERVICE	11561	10/15/2021	3" BLUE VINYL # 8 STICKER	600-7003-44607	15.96
SOUTHWEST SIGN SERVICE	11561	10/15/2021	3" BLUE VINLY CITY PHONE # D...	600-7003-44607	102.00
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN-ON FILTER	600-7003-44607	181.65
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN ON FILTER	600-7003-44607	7.85
PARTS PLUS, INC.	1-317116	10/15/2021	WIX FILTER	600-7003-44607	23.60
PARTS PLUS, INC.	1-317116	10/15/2021	WIX CARTRIDGE	600-7003-44607	36.08
PARTS PLUS, INC.	1-317116	10/15/2021	SPIN ON FILTER	600-7003-44607	41.52
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN-ON FILTER	600-7003-44607	44.12
PARTS PLUS, INC.	1-317116	10/15/2021	OIL FILTER	600-7003-44607	25.08
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN-ON FILTER	600-7003-44607	139.68
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN ON FILTER	600-7003-44607	79.76
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN-ON FILTER	600-7003-44607	54.44
PARTS PLUS, INC.	1-317116	10/15/2021	WIX SPIN-ON FILTER	600-7003-44607	48.36
PARTS PLUS, INC.	1-317143	10/15/2021	WIX AIR FILTER	600-7003-44607	59.54
PARTS PLUS, INC.	1-317143	10/15/2021	WIX RADIAL FILTER	600-7003-44607	27.82
PARTS PLUS, INC.	1-317143	10/15/2021	WIX AIR FILTER	600-7003-44607	29.57
PARTS PLUS, INC.	1-317143	10/15/2021	WIX RADIAL FILTER	600-7003-44607	16.63
PARTS PLUS, INC.	1-317143	10/15/2021	WIX AIR FILTER	600-7003-44607	51.79
AMAZON CAPITAL SERVICES, IN...	1CLF-GNJ9-4R6Y/1N97-67CD-1...	10/15/2021	HP PRINTER PAPER 8.5 x 11 (5 ...	600-7003-44606	29.49
AMAZON CAPITAL SERVICES, IN...	1CLF-GNJ9-4R6Y/1N97-67CD-1...	10/15/2021	HANGING FOLDERS 25-PK	600-7003-44606	9.99
AMAZON CAPITAL SERVICES, IN...	1CLF-GNJ9-4R6Y/1N97-67CD-1...	10/15/2021	DIAL FOAMING HAND SOAP	600-7003-44606	2.99
AMAZON CAPITAL SERVICES, IN...	1YDX-K6PL-44NX	10/15/2021	3/4" DRIVE TORQUE WRENCH	600-7003-44607	208.99
WEX BANK	74686321	10/22/2021	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	133.06
XEROX CORP.	014611159	10/22/2021	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	118.14
AMAZON CAPITAL SERVICES, IN...	1C1V-PY4M-76N4	10/22/2021	DESK CALENDAR	600-7003-44606	9.49
AMAZON CAPITAL SERVICES, IN...	1C1V-PY4M-76N4	10/22/2021	2022 WEEKLY CALENDAR AND ...	600-7003-44606	27.82
AMAZON CAPITAL SERVICES, IN...	1RG1-6Y1N-7DWC	10/22/2021	CAT MEN'S CARGO PANTS	600-7003-42620	106.46
Fund 600 - Internal Serv Total:					6,111.21
Fund: 999 - Revolving					
JAFFEE BLOMQUIST	641447	10/29/2021	INCORRECT PAY DEDUCTION P...	999-9999-20270	1,650.00
Fund 999 - Revolving Total:					1,650.00
Grand Total:					1,086,163.65

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	187,435.34
201 - Corrections	2,003.00
209 - Fire	14,972.43
211 - Law Enforce Prot	1,732.53
214 - Lodgers Tax	16,681.79
216 - Muni Street	10,484.35
294 - State Library	286.23
295 - Muni Pool	5,071.74
303 - Vet Wall	143.11
312 - R&R Airport	277,197.30
360 - NMFA PROJECTS	4,547.91
403 - Pledge State	18,834.93
501 - Cemetary	320.37
502 - Util Office - Pool	14,136.76
503 - Electric	337,006.02
504 - Water	70,896.75
505 - Solid Waste	65,607.83
506 - WWTP	30,557.46
508 - Golf Course	9,892.82
509 - Muni Airport	10,593.77
600 - Internal Serv	6,111.21
999 - Revolving	1,650.00
Grand Total:	1,086,163.65

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	9,860.46
101-1000-60725	GRANTS TO SUB-RECIPIE...	16,500.00
101-1001-41226	RETIREE INSURANCE	453.60
101-1001-43465	RENT OF EQUIPMENT	414.07
101-1001-43740	PRINTING/PUBLISHING	975.10
101-1001-43775	TELEPHONE	277.29
101-1002-41226	RETIREE INSURANCE	243.21
101-1002-43770	SUBSCRIPTION & DUES	281.71
101-1002-43775	TELEPHONE	261.64
101-1003-41226	RETIREE INSURANCE	664.98
101-1003-43465	RENT OF EQUIPMENT	397.37
101-1003-43775	TELEPHONE	348.86
101-1003-48599	OTHER CONTRACTUAL SE...	197.17
101-1004-41226	RETIREE INSURANCE	716.19
101-1004-42720	EMPLOYEE TRAINING-AD...	1,355.50
101-1004-43465	RENT OF EQUIPMENT	535.90
101-1004-43740	PRINTING/PUBLISHING	881.99
101-1004-43775	TELEPHONE	249.24
101-1004-48599	OTHER CONTRACTUAL SE...	397.00
101-1006-41226	RETIREE INSURANCE	320.40
101-1006-42620	UNIFORMS LINEN-CODE ...	410.68
101-1006-43770	SUBSCRIPTION & DUES	150.00
101-1006-43775	TELEPHONE	109.75
101-1006-44606	OFFICE SUPPLIES	140.85
101-1006-44607	FIELD SUPPLIES	1,184.77
101-1006-48598	PROFESSIONAL SERVICES	1,007.96
101-1006-48599	OTHER CONTRACTUAL SE...	450.20
101-1007-41226	RETIREE INSURANCE	2,180.36
101-1007-43316	GAS & OIL	3,592.49
101-1007-43465	RENT OF EQUIPMENT	316.92
101-1007-43740	PRINTING/PUBLISHING	104.99

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43775	TELEPHONE	1,396.61
101-1007-43815	SOFTWARE	122.00
101-1007-47420	MAINTENANCE VEHICLE/...	816.74
101-1007-48598	PROFESSIONAL SERVICES	200.00
101-1007-48599	OTHER CONTRACTUAL SE...	43,398.00
101-1008-41226	RETIREE INSURANCE	440.73
101-1008-43316	GAS & OIL	888.35
101-1008-43775	TELEPHONE	300.64
101-1008-47420	MAINTENANCE VEH/EQUI...	15.05
101-1009-41226	RETIREE INSURANCE	535.12
101-1009-42720	EMPLOYEE TRAINING-M...	257.32
101-1009-43316	GAS & OIL	1,156.20
101-1009-43465	RENT OF EQUIPMENT	1,029.74
101-1009-43775	TELEPHONE	145.30
101-1009-44606	OFFICE SUPPLIES	234.22
101-1009-44607	FIELD SUPPLIES-MUNI RE...	7,456.10
101-1009-44613	NON-CAPITAL ITEMS	957.02
101-1009-47415	MAINTENANCE--REPAIRS ...	7,279.80
101-1009-47420	MAINTENANCE VEHICLE/...	399.35
101-1010-41226	RETIREE INSURANCE	194.40
101-1010-43775	TELEPHONE	93.32
101-1010-48598	PROFESSIONAL SERVICES	425.00
101-1011-41226	RETIREE INSURANCE	920.22
101-1011-43775	TELEPHONE	69.74
101-1011-44606	OFFICE SUPPLIES	79.95
101-1012-41226	RETIREE INSURANCE	260.40
101-1012-43775	TELEPHONE	85.68
101-1013-41226	RETIREE INSURANCE	77.30
101-1013-42720	EMPLOYEE TRAINING	257.32
101-1014-41226	RETIREE INSURANCE	486.00
101-1014-43316	GAS & OIL	454.84
101-1014-43403	REGULAR BUILDING MAI...	1,050.14
101-1014-43465	RENT OF EQUIPMENT	34.66
101-1014-43775	TELEPHONE	114.59
101-1014-44607	FIELD SUPPLIES-FACILITY ...	544.00
101-1014-44615	SAFETY EQUIPMENT	99.99
101-1014-47410	MAINTENANCE CONTRAC...	107.88
101-1014-47420	MAINTENANCE-VEHICLE/...	10,096.98
101-1016-41226	RETIREE INSURANCE	542.19
101-1016-44830	CITY BOOK PURCHASING-L.	2,601.21
101-1017-48599	OTHER CONTRACTUAL SE...	24,936.78
101-1018-43780	UTILITIES	29,687.77
101-1018-43815	SOFTWARE LIC/SOFTWAR...	191.28
101-1018-48598	PROFESSIONAL SERVICES	984.84
101-1040-43465	RENT OF EQUIPMENT	379.92
101-1099-34348	RENT OF PUBLIC FACILITIES	650.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	243.00
201-1903-48710	CARE OF PRISONERS-COR...	1,760.00
209-1603-43316	GAS & OIL	199.12
209-1603-43465	RENT OF EQUIPMENT	258.38
209-1603-43775	TELEPHONE	416.26
209-1603-43780	UTILITIES	641.78
209-1603-43999	OPERATING COSTS	4,998.60
209-1603-44613	NON-CAPITAL ITEMS	2,995.00
209-1603-47415	MAINTENANCE--REPAIRS ...	396.03
209-1603-47420	MAINTENANCE VEHICLE/...	5,067.26
211-2003-44607	FIELD SUPPLIES	1,592.05
211-2003-47420	MAINTENANCE-VEHICLE/...	140.48

Account Summary

Account Number	Account Name	Payment Amount
214-2503-47406	PROMOTIONAL/ADVERTIS...	289.62
214-2503-47597	9% ADVERTISING/MARKET...	4,293.65
214-2503-48591	MAIN STREET CONTRACT	11,250.00
214-2503-48599	OTHER CONTRACTUAL SE...	416.66
214-2503-60596	STATE ADVERTISING GRA...	431.86
216-4503-43316	GAS & OIL	3,661.44
216-4503-43550	ROADWAY MAINTENANCE	5,192.30
216-4503-44615	SAFETY EQUIPMENT	313.75
216-4503-47420	MAINT.VEHICLE/FURN/E...	727.21
216-4503-48599	OTHER CONTRACTUAL SE...	589.65
294-5003-43465	RENT OF EQUIPMENT	19.24
294-5003-43775	TELEPHONE	167.04
294-5003-60834	STATE LIBRARY GRANT-ST...	99.95
295-4803-41226	RETIREE INSURANCE	206.70
295-4803-43465	RENT OF EQUIPMENT	33.76
295-4803-43775	TELEPHONE	28.56
295-4803-43780	UTILITIES-MUNI POOL	4,802.72
303-4703-43775	TELEPHONE	143.11
312-7006-80805	BUILDINGS & STRUCTURES	37,707.29
312-7013-47415	MAINTENANCE & REPAIR...	236,195.01
312-7014-44607	FIELD SUPPLIES	3,295.00
360-7012-48598	PROFESSIONAL SERVICES	4,547.91
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	320.37
502-3601-37380	Miscellaneous Revenue	2,750.16
502-3601-41226	RETIREE INSURANCE	757.29
502-3601-43316	GAS & OIL	400.54
502-3601-43465	RENT OF EQUIPMENT	669.07
502-3601-43740	PRINTING/PUBLISHING	2,101.43
502-3601-43770	SUBSCRIPTIONS & DUES	1,009.20
502-3601-43775	TELEPHONE	190.59
502-3601-43780	UTILITIES	681.02
502-3601-43815	SOFTWARE LIC/SOFTWAR...	5,323.15
502-3601-44606	OFFICE SUPPLIES	228.83
502-3601-47420	MAINTENANCE-VEHICLE/...	25.48
503-3702-41226	RETIREE INSURANCE	1,283.40
503-3702-42620	UNIFORM/LINEN-ELECTRI...	300.00
503-3702-42720	EMPLOYEE TRAINING-ELE...	699.00
503-3702-43316	GAS & OIL	1,517.04
503-3702-43465	RENT OF EQUIPMENT	132.44
503-3702-43770	SUBSCRIPTION & DUES	1,900.00
503-3702-43775	TELEPHONE	242.32
503-3702-43780	UTILITIES	11,787.94
503-3702-43815	SOFTWARE LIC/SOFTWAR...	411.29
503-3702-44607	FIELD SUPPLIES	5,397.45
503-3702-47420	MAINTENANCE-VEHICLE/...	1,233.73
503-3702-48598	PROFESSIONAL SERVICES	3,031.18
503-3702-48599	OTHER CONTRACTUAL SE...	1,322.69
503-3702-50795	WHOLESALE POWER COS...	307,747.54
504-3803-41226	RETIREE INSURANCE	442.89
504-3803-42720	EMPLOYEE TRAINING-WA...	430.00
504-3803-43316	GAS & OIL	1,927.88
504-3803-43465	RENT OF EQUIPMENT	227.41
504-3803-43775	TELEPHONE	69.74
504-3803-43780	UTILITIES	22,891.76
504-3803-43797	WATER CONSERVATION-...	1,246.16

Account Summary

Account Number	Account Name	Payment Amount
504-3803-43815	SOFTWARE LIC/SOFTWAR...	798.29
504-3803-44605	CHEMICALS/LABORATORY...	248.11
504-3803-44607	FIELD SUPPLIES-WATER D...	15,482.72
504-3803-44613	NON-CAPITAL ITEMS	673.96
504-3803-44615	SAFETY EQUIPMENT	230.00
504-3803-47415	MAINTENANCE--REPAIRS ...	456.00
504-3803-47420	MAINTENANCE-VEHICLE/...	1,630.20
504-3803-48598	PROFESSIONAL SERVICES	24,141.63
505-3904-41226	RETIREE INSURANCE	1,461.62
505-3904-42720	EMPLOYEE TRAINING-SOL...	150.00
505-3904-43316	GAS & OIL	4,472.05
505-3904-43403	REGULAR BUILDING MAI...	1,434.08
505-3904-43465	RENT OF EQUIPMENT	146.61
505-3904-43775	TELEPHONE	165.56
505-3904-43780	UTILITIES	2,484.71
505-3904-43815	SOFTWARE LIC/SOFTWAR...	191.29
505-3904-44607	FIELD SUPPLIES-SOLID WA...	2,767.13
505-3904-44615	SAFETY EQUIPMENT	1,000.00
505-3904-45601	WASTE DISPOSAL	40,925.81
505-3904-47420	MAINTENANCE-VEHICLE/...	1,034.18
505-3904-48598	PROFESSIONAL SERVICES	984.85
505-3904-48599	OTHER CONTRACTUAL SE...	8,389.94
506-4005-41226	RETIREE INSURANCE	826.98
506-4005-42720	EMPLOYEE TRAINING-WA...	260.00
506-4005-43316	GAS & OIL	855.06
506-4005-43770	SUBSCRIPTION & DUES	200.00
506-4005-43775	TELEPHONE	355.19
506-4005-43780	UTILITIES	3,044.27
506-4005-43815	SOFTWARE LIC/SOFTWAR...	1,286.29
506-4005-44605	CHEMICALS/LABORATORY...	2,187.70
506-4005-44607	FIELD SUPPLIES-WASTEWA...	3,870.69
506-4005-44613	NON-CAPITAL ITEMS	3,383.46
506-4005-44615	SAFETY EQUIPMENT	1,272.78
506-4005-47420	MAINTENANCE-VEHICLE/...	2.50
506-4005-48598	PROFESSIONAL SERVICES	8,735.96
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,276.58
508-4303-41226	RETIREE INSURANCE	305.63
508-4303-43316	GAS & OIL	523.57
508-4303-43465	RENT OF EQUIPMENT	1,067.95
508-4303-43775	TELEPHONE	1,280.39
508-4303-43780	UTILITIES	855.74
508-4303-44607	FIELD SUPPLIES	5,859.54
509-4403-41226	RETIREE INSURANCE	97.20
509-4403-42720	TRAVEL & EDUCATION	614.85
509-4403-43316	GAS & OIL	222.16
509-4403-43465	RENT OF EQUIPMENT	41.69
509-4403-43775	TELEPHONE	431.24
509-4403-43780	UTILITIES	1,061.03
509-4403-44606	OFFICE SUPPLIES	86.59
509-4403-44607	FIELD SUPPLIES	80.69
509-4403-46731	PROPERTY LIABILITY-AIRP...	4,161.32
509-4403-48598	PROFESSIONAL SERVICES	3,797.00
600-7003-42620	UNIFORMS/LINEN	479.99
600-7003-43316	GAS & OIL	2,760.45
600-7003-43465	RENT OF EQUIPMENT	118.14
600-7003-44606	OFFICE SUPPLIES	109.75
600-7003-44607	FIELD SUPPLIES	2,561.99
600-7003-47420	MAINTENANCE-VEHICLE/...	80.89

Account Summary

Account Number	Account Name	Payment Amount
999-9999-20270	MISCELLANEOUS PAYABLE	<u>1,650.00</u>
	Grand Total:	1,086,163.65

Project Account Summary

Project Account Key	Payment Amount
None	<u>1,086,163.65</u>
Grand Total:	1,086,163.65



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: F.1

SUBJECT: Public Hearing/ Final Adoption 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: November 10, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

On 10-13-2021 the Governing Body approved this ordinance for publication. 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:

Public Hearing and adoption of Ordinance No. 720.

Attachments:

- 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 11-17-2021

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 17th day of November, 2021.

Sandra Whitehead – Mayor

ATTEST:

Angela A. Torres – City Clerk

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 17th day of November, 2021.

Sandra Whitehead – Mayor

ATTEST:

Angela A.Torres – City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: F.2

SUBJECT: Public Hearing/ Final Adoption of Ordinance No. 722 amending the City of Truth or Consequences Municipal Code of Ordinance Section 2-248 (E) pertaining to the Library Advisory Board

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Library Board desires to meet quarterly instead of monthly. City Commission Approved Ordinance 722 for Publication at the meeting on 10/27/2021.

Recommendation:

Proceed with Public Hearing of Ordinance 722

Approve for Final Adoption Ordinance 722

Attachments:

- Ordinance 722

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): Yes

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

Approved Denied Other: -

File Name: CC Agendas 11-17-2021

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 722

**AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 2-248 (e) OF THE
CODE PERTAINING TO LIBRARY BOARD MEETINGS**

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

Section 1. That **SECTION 2-248 (e)** of the Code of Ordinances of the City of Truth or Consequences, be amended so that such section shall read as follows:

~~The Board shall meet no fewer than ten times per year on a regular date to be designated by the Board;~~ **the Board shall hold meetings at least quarterly** provided, however; that a special meeting may be called at any time by written request to the Chair of the Board by three members and personally served to the Library Director or on call by the Chair of the Board with the written consent of all members of the Board. All meetings whether regular or special shall be open to the public as provided by the laws of the state and subject to the requirements of the Open Meetings Resolution of the City. Three members shall constitute a quorum, and no action can be taken in the absence of a quorum present.

Section 2. All other provisions of 2-248 [specifically 2-248 (a) – (d) and (f) – (h)] 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 17th day of November, 2021.

SANDRA WHITEHEAD – Mayor

ATTEST:

ANGELA TORRES – City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: G.1

SUBJECT: Resolution No. 34 21/22 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: November 10, 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. 34 21/22 Budget Adjustment Requests for Fiscal Year 2021-2022

Attachments:

Resolution -34 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. 34 21/22 Ordinance No. .

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agenda 11-17-2021



RESOLUTION NO. 34 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 17th of November, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
 FISCAL YEAR: 2021-2022
 DFA Resolution Number: 34 21/22
 BAR NUMBER: 7

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT	ADJUSTMENT	ADJUSTED BUDGET	PURPOSE
						/ INCREASE	/ DECREASE		
1	Electric Department	503-3702-47415	Maintenance & Repair Grounds and Roadways	Expense	\$ 575,302	\$ 52,000	\$ -	\$ 627,302	Use cash carry over from 2020-21 to repair the South transformer Leak
2	NMFA Projects	360-7016-47415	Loan Proceeds	Revenue		\$ 1,320,907.00	\$ -	\$ 1,320,907	Budget Loan proceeds from NMFA to replace the North Transformer
2	NMFA Projects	360-7016-80845	Buildings & Structures	Expense		\$ 1,320,907.00	\$ -	\$ 1,320,907	Budget Loan proceeds from NMFA to replace the North Transformer
3	Other Federal Funded Projects	320-6603-31375	Federal Grants-Other	Revenue	\$ 3,190,150	\$ 769,850	\$ -	\$ 3,960,000	To correct revenue line item for Federal Grants on the MSD Water System Improvement Project posted incorrectly in prior years to this line item
3	Other Federal Funded Projects (USDA)	320-6603-38387	Loan Proceeds	Revenue	\$ 5,457,000	\$ -	\$ (769,850)	\$ 4,687,150	To correct revenue line item for Loan Proceeds on the MSD Water System Improvement Project posted incorrectly in prior years to Federal Grants instead of Loan Proceeds via RCAC Bridge Loan
4	Water Department	504-3803-30153	Governmental Gross Receipts	Revenue	\$ 61,019.00		\$ -	\$ 62,819	Increase Water budget to reflect a 5% increase. Originally budgeted a 2% increase. This is to match the annual estimated increase
						\$ 1,800.00			
4	Water Department	504-3803-34523	Utilities Services (fees)	Revenue	\$ 1,372,093.00		\$ -	\$ 1,411,338	
						\$ 39,245.00			
4	Water Department	504-3803-34533	Utilities Svc Connections	Revenue	\$ 9,391.00		\$ -	\$ 10,202	
						\$ 811.00			
4	Water Department	504-3803-34553	New Installations	Revenue	\$ 6,432.00		\$ -	\$ 15,432	
						\$ 9,000.00			
4	Water Department	504-3803-35543	Non-Payment Penalty	Revenue	\$ 4,033.00		\$ -	\$ 4,639	
						\$ 606.00			
Total Increase in Revenue Water Department						\$ 51,462			
4	Water Department	504-3803-40110	Fulltime Wages	Expense	\$ 163,280	\$ 4,160		\$ 167,440	Hired a full time employee at \$2 more than originally budgeted
4	Water Department	504-3803-40140	Delayed Compensation	Expense	\$ -	\$ 1,157		\$ 1,157	Paid annual leave to an employee
4	Water Department	504-3803-44607	Filed Supplies	Expense	\$ 84,500	\$ 46,145		\$ 130,645	To increase field supplies for Maintenance and Repairs
Total Increase in Expenses Water Department						\$ 51,462			

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

5	Other Federal Funded Projects	320-7017-31375	Federal Grants-Other	Revenue	\$ -	\$ 2,720,000	\$ -	\$ 2,720,000	To budget grant proceeds for Water System Improvement- Phase 1
5	Other Federal Funded Projects (USDA)	320-7017-38387	Loan Proceeds	Revenue	\$ -	\$ 4,811,000	\$ -	\$ 4,811,000	To budget USDA loan proceeds for Water System Improvement-Phase 1
5	Other Federal Funded Projects	320-7017-80860	Infrastructure	Expense	\$ -	\$ 7,531,000	\$ -	\$ 7,531,000	To budget expenses for the Water System Improvements- Phase 1
6	Municipal Streets	216-7018-32386	NMDOT State Co-Op	Revenue	\$ -	\$ 100,000	\$ -	\$ 100,000	To budget NMDOT Grant to plan, dersign, construc, and improve drainage on streets
6	Municipal Streets	216-7018-48598	Professional Services	Expense	\$ -	\$ 100,000	\$ -	\$ 100,000	To budget NMDOT Grant to plan, dersign, construc, and improve drainage on streets
7	PD GRT	296-2403-44613	Non-Capital Equipment	Expense	\$ 15,000	\$ 32,343	\$ -	\$ 47,343	To budget partial cash carryover for non-capital equipment needed in the Police Department
7	PD GRT	296-2403-80810	Other Capital Equipment	Expense	\$ 112,278	\$ 35,331	\$ -	\$ 147,609	To budget partial cash carryover for capital equipment needed in the Police Department
8	Municipal Streets	216-4503-37374	Surplus Auction Proceeds	Revenue	\$ -	\$ 12,208	\$ -	\$ 12,208	To budget proceeds from sale of disposed equipment in auction
8	Municipal Streets	216-4503-43550	Roadway Maintenance	Expenses	\$ 446,988	\$ 12,208	\$ -	\$ 459,196	To budget proceeds from sale of disposed equipment in auction
9	PD Donations	298-2103-37394	PD Donations	Revenue	\$ 644	\$ 5,306	\$ -	\$ 5,950	Estimated donations for Shop with a Cop \$5,000 & \$306 Halloween Candy Donation
9	PD Donations	298-2103-45607	Misc. Expense	Expense	\$ 644	\$ 5,000	\$ -	\$ 5,644	Estimated donations for Shop with a Cop
10	State Library	294-5003-32394	State Grant In Aid	Revenue	\$ -	\$ 14,570	\$ -	\$ 14,570	FY22 State Aid Grant for Library
10	State Library	294-5003-44613	Non-Capital Items	Expense	\$ 37,441	\$ 10,000	\$ -	\$ 47,441	FY22 State Aid Grant for Library
10	State Library	295-5003-48830	Library Acquisitions (book)	Expense	\$ -	\$ 4,570	\$ -	\$ 4,570	FY22 State Aid Grant for Library

ATTEST:

Angela Torres, Clerk-Treasur (Date)

Sandra Whitehead, Mayor (Date)

DOCUMENT #1

**CITY OF TRUTH OR CONSEQUENCES
BUDGET RECAP**

2021-2022

City of Truth or Consequences		FINAL BUDGET 2021-22 ENTERPRISE FUNDS (500)									
Fund No.	Fund	Actual Beginning Cash Balance	+ Investments	Cash & = Investments	Estimated + Revenues	Cash + Transfers In	Cash - Transfers Out	Estimated - Expenditures	Estimated Ending Cash = Balance	DFA Local Reserve - Requirement	Estimated Ending Cash = Balance
ENTERPRISE FUNDS											
503	Electric Division	1,252,847.32	-	1,252,847.32	7,372,173	-	(1,917,705)	(6,295,261)	412,055		412,055

DOCUMENT #2



November 5, 2021

Mayor Sandra Whitehead
City of Truth or Consequences
505 Sims St
Truth or Consequences, NM 87901

Re: 2022 Equipment Loan, Loan Number PPRF-5652

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on October 28th, 2021 to review the loan application submitted by City of Truth or Consequences. The application received conditional approval by the NMFA Board for a Public Project Revolving Fund loan in the amount of \$1,320,907.

The loan is conditional upon the completion of the following Readiness to Proceed items:

1. Timely submission of any additional information requested by the NMFA as follows:
 - a. Loan Documents shall conform to NMFA standard forms and policies.

The next step in the loan process is to schedule loan closing timetables. The NMFA loan counsel will work with you and your bond counsel to schedule the closings. The NMFA loan counsel for these projects is Suzanne Bruckner, who can be reached at 505-883-3443 – SWB@sutinfirm.com.

Your loans will be transferred to the NMFA's Client Services Department's Funding Coordinator who will assist you during the closing process as well as on any post-closing or servicing issues.

If you have any questions or need further assistance, please contact the Client Services Department, Leslie Medina at 505-992-9643, lmedina@nmfa.net or feel free to contact me anytime at rcruz@nmfa.net or at our toll-free number (877) 275-6632.

Sincerely,

A handwritten signature in cursive script that reads "Ron Cruz".

Ron Cruz
Regional Finance Manager

Cc: Bruce Swingle, City Manager
Carol Kirkpatrick, Finance Director

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

City Commission meets at 9:00 am

25537-655

PPRF-5652

**TRUTH OR CONSEQUENCES, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY – ELECTRICAL TRANSFORMER LOAN**

DATE	ACTION	PARTIES
09/08/21	Deliver application and financial information to NMFA	T or C
10/28/21	NMFA meetings to approve loan request	NMFA
11/05/21	Distribute Financing Schedule	Sutin
11/22/21	Distribute Ordinance, Loan Agreement and Closing documents to all for review	Sutin
11/29/21	Preliminary comments on Ordinance	All
12/08/21	Send Ordinance to T or C for placement on agenda for first reading (Noon)	Sutin
12/15/21	City Commission Meeting for first reading of Ordinance	T or C
12/21/21	Send Notice of Intent to Adopt Ordinance to newspaper (Noon)	Sutin
12/24/21	Notice of Intent to Adopt Ordinance is published	Newspaper
12/27/21	Comments due on Ordinance, Loan Agreement and Closing documents	All
01/04/22	Final determination of interest rate	NMFA
01/05/22	Send final Ordinance and Loan Documents to T or C for meeting and signature	Sutin
01/05/22	Send copies of final documents to the NMFA for review and comments	Sutin
01/12/22	City Commission Meeting to adopt Ordinance & sign documents	T or C
01/12/22	Send Notice of Adoption of Ordinance to newspaper (Noon)	Sutin
01/14/22	Notice of Adoption of Ordinance is published	Newspaper
01/21/21	Signed documents returned to Sutin	T or C
01/26/22	Expiration of 90-day interest rate period, extend	
02/02/21	Final Due Diligence Worksheet due	Sutin
02/09/22	Send final, signed documents to the NMFA for signature	Sutin
02/13/22	Expiration of 30-day limitation of action period	
02/18/22	Closing	All
02/21/22	File 8038G with IRS	Sutin

CONTACTS

Truth or Consequences, NM
405 W. 3rd Street

Truth or Consequences, NM 87901
575-894-6673

Bruce Swingle, City Manager
Tammy Gardner
Angela Torres, City Clerk

bswingle@torcnm.org
tgardner@torcnm.org
torclerk@torcnm.org

Jay F. Rubin, Esq.

P. O. Box 151

Truth or Consequences, NM 87901
575-894-3031

jrubin@zianet.com

New Mexico Finance Authority
207 Shelby Street
Santa Fe, NM 87501
505-992-9615

Ron Cruz, Loan Officer

rcruz@nmfa.net

Sutin, Thayer & Browne
6100 Uptown Blvd. NE, Suite 400
Albuquerque, NM 87110

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Robert Johnston, Esq.
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Stacy Camacho, Paralegal
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Newspaper:

Sierra County Sentinel

575-894-3088

Email to: sentinel@gpkmedia.com

Published Fridays only. Deadline: Noon Wednesday



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #:

SUBJECT: Award Recommendation for RFP #20-21-012 North Transformer Replacement
DEPARTMENT: Finance Department
DATE SUBMITTED: September 15, 2021
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: RFP #20-21-012 North Transformer Replacement was advertised on July 2, 2021. Proposals were due on August 20, 2021. Evaluations were performed on August 23, 2021. Oral presentations were not held.

Recommendation:

Evaluation Committee's Recommendation for Award is American Electrical Testing Co., LLC

Attachments:

- Evaluation Committee Report
- Notice of Award to American Electrical Testing, Co., LLC.
- Acceptance of Award from American Electrical Testing Co., LLC

Fiscal Impact (Finance): Yes

Total cost of award is \$1,095,682.52 plus Gross Receipts tax \$93,133.01 for a total of \$1,188,815.53. Project is pending loan approval.

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: [Click here to enter text.](#)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: September 22, 2021

Agenda Item #:

SUBJECT: Approval of Contract with American Electrical Testing Co., LLC

DEPARTMENT: Finance Department

DATE SUBMITTED: September 15, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: RFP #20-21-012 North Transformer Replacement was advertised on July 2, 2021. Proposals were due on August 20, 2021. Evaluations were performed on August 23, 2021. Oral presentations were not held. Evaluation Committee recommended American Electrical Testing Co., LLC

Recommendation:

Approval of Contract with American Electrical Testing Co., LLC for the North Transformer Replacement

Attachments:

Click here to enter text.

- Contract with American Electrical Testing Co., LLC
-

Fiscal Impact (Finance): Yes

Total cost of the contract is \$1,095,682.52 plus Gross Receipts tax \$93,133.01 for a total of \$1,188,815.53. Project is pending loan approval.

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: Click here to enter text.

DOCUMENT #3

**320-6603 USDA MSD WATER SYSTEM IMPROVEMENTS
EXPENDITURES AND REVENUES**

CORRECTIONS ON PRIOR YEAR REVENUE POSTINGS AND CURRENT YEAR BUDGET

WHAT WAS ACTUALLY POSTED

		2019-20 Actual		2020-21 Budget	2020-21 Actual	2021-22 Budget
Expenditures						
Infrastructure	320-6603-86860	\$ 9,417,000.00	\$ 9,417,000.00	\$ 9,417,000.00	\$ (769,850.11) \$ 8,647,149.89	\$ 8,647,150.00
Revenue						
Federal Grants - Other	320-6603-31375	\$ 3,960,000.00	\$ (442,375.13) \$ 3,517,624.87	\$ 3,517,624.87	\$ (327,474.98) \$ 3,190,149.89	\$ 3,190,149.89
Loan Proceeds USDA (RCAC Bridge)	320-6603-38387	\$ 5,457,000.00	\$ 5,457,000.00	\$ 5,457,000.00	\$ 5,457,000.00	\$ 5,457,000.00
		\$ 9,417,000.00	\$ (442,375.13) \$ 8,974,624.87	\$ 8,974,624.87	\$ (327,474.98) \$ 8,647,149.89	\$ 8,647,149.89

Posted in 2019-20 Incorrectly to 31375
Should have been posted to 38387

Posted in 2020-21 incorrectly to 31375
Should have been posted to 38387

WHAT SHOULD HAVE BEEN POSTED

		2019-20 Actual		2020-21 Budget	2020-21 Actual	2021-22 Budget
Expenditures						
Infrastructure	320-6603-86860	\$ 9,417,000.00	\$ 9,417,000.00	\$ 9,417,000.00	\$ (769,850.11) \$ 8,647,149.89	\$ 8,647,149.89
Revenue						
Federal Grants - Other	320-6603-31375	\$ 3,960,000.00	\$ - \$ 3,960,000.00	\$ 3,960,000.00	\$ 3,960,000.00	\$ 3,960,000.00
Loan Proceeds USDA (RCAC Bridge)	320-6603-38387	\$ 5,457,000.00	\$ (442,375.13) \$ 5,014,624.87	\$ 5,014,624.87	\$ (327,474.98) \$ 4,687,149.89	\$ 4,687,149.89
		\$ 9,417,000.00	\$ (442,375.13) \$ 8,974,624.87	\$ 8,974,624.87	\$ (327,474.98) \$ 8,647,149.89	\$ 8,647,149.89

TO MAKE CORRECTION IN BUDGETED REVENUES 2021-22

		Budget Should Be 2021-22	Current Budget 2021-22
Revenue			
Federal Grants - Other	320-6603-31375	\$ 3,960,000.00	\$ 3,190,149.89 \$ 769,850.11
Loan Proceeds USDA (RCAC Bridge)	320-6603-38387	\$ 4,687,149.89	\$ 5,457,000.00 \$ (769,850.11)



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2019-2020 Period Ending: 06/30/2020

Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS

Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS

320-6603-31375

FEDERAL GRANTS

Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS Total:

Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:

Report Total:

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	0.00	1,148,676.00	442,375.13	442,375.13	0.00	-706,300.87	61.49 %
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS Total:	0.00	1,148,676.00	442,375.13	442,375.13	0.00	-706,300.87	61.49 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	0.00	1,148,676.00	442,375.13	442,375.13	0.00	-706,300.87	61.49 %
Report Total:	0.00	1,148,676.00	442,375.13	442,375.13	0.00	-706,300.87	61.49 %

Should be a Loan Reimb



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2020-2021 Period Ending: 06/30/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS							
<u>320-6603-31375</u> FEDERAL GRANTS	3,517,625.00	3,517,625.00	20,759.69	327,474.98	0.00	-3,190,150.02	90.69 %
<u>320-6603-32385</u> DO NOT USE - LOAN PROCEEDS	5,457,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>320-6603-38387</u> LOAN PROCEEDS	0.00	5,457,000.00	0.00	0.00	0.00	-5,457,000.00	100.00 %
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,974,625.00	8,974,625.00	20,759.69	327,474.98	0.00	-8,647,150.02	96.35 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,974,625.00	8,974,625.00	20,759.69	327,474.98	0.00	-8,647,150.02	96.35 %
Report Total:	8,974,625.00	8,974,625.00	20,759.69	327,474.98	0.00	-8,647,150.02	96.35 %

Should be a loan reimb



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 07/31/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS							
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS							
<u>320-6603-31375</u> FEDERAL GRANTS	3,190,150.00	3,190,150.00	0.00	0.00	0.00	-3,190,150.00	100.00 %
<u>320-6603-38387</u> LOAN PROCEEDS	5,457,000.00	5,457,000.00	0.00	0.00	0.00	-5,457,000.00	100.00 %
Department: 6603 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	8,647,150.00	0.00	0.00	0.00	-8,647,150.00	100.00 %
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS Total:	8,647,150.00	8,647,150.00	0.00	0.00	0.00	-8,647,150.00	100.00 %
Report Total:	8,647,150.00	8,647,150.00	0.00	0.00	0.00	-8,647,150.00	100.00 %

DOCUMENT #4

504 Water Revenues as of October 31, 2021

Water Revenue As of 10/31/2021				
	Budget	Activity 10/31/2021	Difference	Percent Collected
GOVERNMENTAL GROSS RECEIPTS-WA	\$ 61,019.00	\$ 22,427.13	\$ 38,591.87	36.75%
UTILITIES SERVICES-WATER DIVISION	\$ 1,372,093.00	\$ 525,039.30	\$ 847,053.70	38.27%
UTILITIES SVC CONN-WATER DIVISION	\$ 9,391.00	\$ 3,701.46	\$ 5,689.54	39.41%
NEW INSTALLATIONS-WATER DIVISION	\$ 6,432.00	\$ 11,650.68	\$ (5,218.68)	181.14%
NON-PAYMENT PENALTY 8%-WATER DIVISI	\$ 4,033.00	\$ 2,299.58	\$ 1,733.42	57.02%
	\$ 1,452,968.00	\$ 565,118.15	\$ 887,849.85	38.89%

Revenue collected greater than budgeted

Actual Total Collected 6/30/2021	21-22 Budget vs 20-21 Actual Received	% Change 21-22 to 20- 21	5% Change 21-22 vs 20- 21	What Budget Should've Been with at 5% Increase	Dif Between 2.09% and 5% Increase	Amount to Increase Budget
\$ 59,826.19	\$ 1,192.81	1.99%	\$ 2,991.31	\$ 62,817.50	\$ 1,798.50	\$ 1,800.00
\$ 1,344,131.44	\$ 27,961.56	2.08%	\$ 67,206.57	\$ 1,411,338.01	\$ 39,245.01	\$ 39,245.00
\$ 9,715.87	\$ (324.87)	-3.34%	\$ 485.79	\$ 10,201.66	\$ 810.66	\$ 811.00
\$ 5,103.96	\$ 1,328.04	26.02%	\$ 255.20	\$ 5,359.16	\$ (1,072.84)	\$ 9,000.00*
\$ 4,418.15	\$ (385.15)	-8.72%	\$ 220.91	\$ 4,639.06	\$ 606.06	\$ 606.00
\$ 1,423,195.61	\$ 29,772.39	2.09%	\$ 71,159.78	\$ 1,494,355.39	\$ 41,387.39	\$ 51,462.00

* Due to exceeding revenues as of 10/31/21 and anticipated revenue for the remainder of 2021-22

DOCUMENT #5



United States Department of Agriculture

Rural Development

August 24, 2021

New Mexico
State Office

One Sun Plaza
100 Sun Ave NE
Suite 130
Albuquerque, NM
87109

Voice (505) 761-4950
Fax (855) 543-9499

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

SUBJECT: Recipient Name: Truth or Consequences, City of
Project Name: Water System Improvements – Phase 1
Water Application
CFDA NUMBER 10.760 - Water and Waste Disposal Systems for
Rural Communities

Loan: \$ 4,811,000
Grant: \$ 2,720,000

Dear Mayor Whitehead: 7,531,000

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project, or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

All conditions set forth under Section III – Requirements Prior to Advertising for Bids must be met within 365 days of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 3 days:

- Form RD 1942-46, "Letter of Intent to Meet Conditions"
- Form RD 1940-1, "Request for Obligation of Funds"

The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan and/or grant approval, nor does it ensure that funds are or will be available for the project. When funds are available, the Form 1940-1 will be

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To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: mail at U.S. Department of Agriculture, Office of the Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

provided to you for your signature. After you sign and return the form to the Agency, the request will be processed, and loan and grant funds will be approved and obligated.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access information and regulations referenced in this letter at our website located at www.rd.usda.gov.

The conditions are as follows:

SECTION I - PROJECT DETAIL

1. **Project Description** – Funds will be used to install water meters and waterline replacements which entails the water transmission lines including pressure relief valves (PRVs) throughout the city in order to address the System High Pressure issues. This project will replace approximately 4.9 miles of failing water lines due to age and condition of current infrastructure.

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

2. **Project Funding** – The Agency is offering the following funding for your project:

Agency Loan -	\$ 4,811,000
Agency Grant -	\$ 2,720,000
TOTAL PROJECT COST -	\$ 7,531,000.00

Funding is offered based on the amounts stated above. Prior to loan closing, any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and other funding sources.

This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Construction	\$4,930,683
NMGRT	\$461,019
Contingency	\$493,738
Engineering Fees	\$1,171,179
Includes:	
Predevelopment Work (PER/ER)	\$47,000
Design	\$554,850
Construction Administration	\$75,933
Resident Project Representation (Inspection)	\$235,270
Additional Services	\$168,475
NMGRT	\$89,651
Interest/Fees- Interim/Bridge	\$440,746
Legal Fees - Local Attorney	\$10,000
Legal Fees - Bond Counsel	\$21,000
Legal Fees - NMGRT	\$2,635
 TOTAL	 \$7,351,000

Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget or scope.

SECTION II – LOAN AND GRANT TERMS

4 **Repayment** – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing unless you request otherwise. Should the interest rate be reduced, the payment will be recalculated to the lower amount.

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal annual amortized installments, beginning one year after closing. For planning purposes, use a 1.375% interest rate and an amortization factor of 32.67, which provides for an annual payment of \$ 1,57,176.00. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided.

5 **Security** – The loan will be secured by a Revenue bond with parity lien position in the amount of \$4,811,000.00. The bond will be fully registered as to both principal and interest in the name of the United States of America, Acting through the United States Department of Agriculture.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. There must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983.

Additional security requirements are contained in RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," and RUS Bulletin 1780-27, "Loan Resolution." A draft of all security instruments, including draft bond resolution, must be reviewed, and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

6. **Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," for all new and existing indebtedness to the Agency prior to loan closing.

7. **Construction Completion Timeframe** - All projects must be completed, and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Requests for waivers beyond the initial extension will be submitted to the Assistant Administrator for concurrence decision.

8. **Disbursement of Agency Funds** - Agency funds will be disbursed into the borrower's depository account through an electronic transfer system. SF 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant Agreement must not be executed, and funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45(d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

Grant funds are to be deposited in an interest-bearing account (exception provided below) in accordance with 2 CFR Part 200 and interest in excess of \$500 per year remitted to the Agency. The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.

- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.]

9. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a. **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$1,310 per month; this amount should be deposited monthly until a total of \$15,718 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully funded amount is reached.
- b. **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$182,347 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility's short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

Current assets can also be used to establish and maintain reserves for expected expenses, including but not limited to operation and maintenance, deferred interest during the construction period, and an asset management program.

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

10. **Environmental Requirements** – The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

11. **Engineering Services** – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents

DOCUMENT #6



RESOLUTION NO. 32 21/22

**PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Truth or Consequences and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$100,000.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$100,000.00
- and
- b. City of Truth or Consequences proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$100,000.00

City of Truth or Consequences shall pay all costs, which exceed the total amount of \$100,000.00.

Now therefore, be it resolved in official session that City of Truth or Consequences determines, resolves, and orders as follows:


That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 (for Laws of 2021) and the City of Truth or Consequences 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 the written agreement.

NOW therefore, be it resolved by the City of Truth or Consequences to enter into Cooperative Agreement Control Number C1213061 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2021) to plan, design, construct and improve drainage within the control of the City of Truth or Consequences in Truth or Consequences, Sierra County, New Mexico.

PASSED, APPROVED AND ADOPTED this 27th day of October 2021.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO



Sandra Whitehead, Mayor





Angela Torres, City Clerk

Contract Number: _____
Vendor Number: **0000054340**
Control Number: **C1213061**

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 102, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

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

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

DFA Appropriation ID F3061 NMDOT Control Number C1213061 **\$100,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, Section 33, Subsection 102, One Hundred Thousand Dollars and No Cents (\$100,000), to plan, design, construct and improve drainage in Truth or Consequences in Sierra county; .

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and No Cents \$100,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable,

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

Zero Dollars and Zero Cents (\$ 0.00), which equals One Hundred Thousand Dollars and No Cents (\$100,000) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Truth or Consequences

Name: Angela Torres
Title: Clerk/Treasurer
Address: 505 Sims Street, Truth or Consequences, New Mexico 87901
Email: aatorres@torcnm.org
Telephone: 575-894-6673

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: Department of Transportation District 1 Office
Name: Andreas Linnan
Title: Acting Local Government Road Fund Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: Andreas.Linnan@state.nm.us
Telephone: 575-640-7077

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2025 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Truth or Consequences may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Truth or Consequences only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

B. Swingle
Signature of Official with Authority to Bind Grantee

City of Truth or Consequences
Entity Name

By: Bruce Swingle
(Type or Print Name)

Its: City Manager
(Type or Print Title)

10-28-2021
Date

DEPARTMENT OF TRANSPORTATION

By: _____

Its: Cabinet Secretary or Designee

Date _____

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Craig C. Kling
Craig C. Kling (Sep 8, 2021 11:57 AM)

By: Craig Kling

Its: Assistant General Counsel

Date _____

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information				II. Payment Computation			
<small>(Make sure information is complete & accurate)</small>							
A. Grantee:				A. Payment Request No.			
B. Address:				B. Grant Amount:			
<small>(Complete Mailing, including Suite, if applicable)</small>				C. AIPP Amount (If Applicable):			
				D. Funds Requested to Date:			
				E. Amount Requested this Payment:			
				F. Reversion Amount (If Applicable):			
C. Phone No:				G. Grant Balance:			
D. Grant No:				H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <small>(attach wire if first draw)</small>			
E. Project Title:				I. <input type="checkbox"/> Final Request for Payment (if Applicable)			
F. Grant Expiration Date:							
III. Fiscal Year :							
<small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small>							
IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VII of the Capital Outlay Grant Agreement.							
V. <input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.							
Grantee Fiscal Officer or Fiscal Agent (if applicable)				Grantee Representative			
Printed Name				Printed Name			
Date:				Date:			
(State Agency Use Only)							
Vendor Code:		Fund No.:		Loc No.:			
I certify that the State Agency financial and vendor file information agree with the above submitted information.							
Division Fiscal Officer				Division Project Manager			
Date				Date			

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of
bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Truth or Consequences shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Truth or Consequences shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.

10. **Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.**

C1213061 Draft

Final Audit Report

2021-09-08

Created:	2021-09-08
By:	Desiree Sanchez (Desiree.Sanchez3@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAwo1OKqL_-fNpOlpZpK83y6oaWY8Dy8IE

"C1213061 Draft" History

-  Document created by Desiree Sanchez (Desiree.Sanchez3@state.nm.us)
2021-09-08 - 5:47:27 PM GMT- IP address: 68.84.153.66
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-08 - 5:48:25 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-08 - 5:54:51 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-08 - 5:57:13 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.
2021-09-08 - 5:57:13 PM GMT

DOCUMENT #7

Budget Increase for 296 PD Gross Receipts Tax Using Cash Carryover from 2020-21

Cash Balance:

Beginning Cash 7/1/21	\$ 808,220.33
Less Budgeted Expenditures 2021-22	\$ (191,834.00)
Less Transfers Out to Other Funds	\$ (112,728.00)
Estimated Ending Cash Balance Without Revenues for 2021-22	<u>\$ 503,658.33</u>

Increase in Expenditures:

296-2403-44613	Non-Capital Equipment	Cargo Mount and Weapons Vault	\$ 2,526.74	
296-2403-44613	Non-Capital Equipment	Single Prisoner Cage	\$ 2,778.55	
296-2403-44613	Non-Capital Equipment	Computer for Admins Asst	\$ 2,273.92	
296-2403-44613	Non-Capital Equipment	Fully Equip Ford Explorer	\$ 3,194.66	
296-2403-44613	Non-Capital Equipment	Computer Docking Stations for 11 police vehicles	\$ 18,815.39	
296-2403-44613	Non-Capital Equipment	Body Cameras and Batteries	\$ 2,754.00	
				\$ 32,343

296-2403-80810	Other Capital Equipment-Vehicles	Fully Equip Ford F150 (increase value of vehicle)	\$ 17,828.21	
296-2403-80810	Other Capital Equipment	Surveillance System	\$ 17,503.28	

Total Increase in Expenditures

\$ 35,331
<u>\$ 67,675</u>

From: [Swingle, Bruce](#)
To: [Kirkpatrick, Carol](#); [Rodriguez, Victor](#)
Subject: FW: Police Department Public Safety GRT Projects
Date: Thursday, October 28, 2021 4:25:30 PM
Attachments: [PD_Scan427.pdf](#)

Carol and Victor: The chief can delay the assess control system \$25,943.91 and handheld radio upgrade \$14,335.90 until next year. This will reduce the budget increase request to \$67,675.

Bruce Swingle,
City Manager

Professionalism, it's a Habit, not an Act

From: Rodriguez, Victor
Sent: Wednesday, October 06, 2021 4:21 PM
To: Swingle, Bruce
Subject: Police Department Public Safety GRT Projects

Hi Bruce,

Here is the proposed list and costs for public safety projects we spoke about, which if approved could be purchased with gross receipt tax funds. I've attached quotes for all projects. WAC Outfitters is on state contract and Apex is CES authorized vendor through state contract.

Police Department Surveillance System (Vendor : Apex Technologies): \$17,503.28 (lowest quote) (3 vendors came out, but only two sent quotes)

Cargo Mount and Weapons Vault for Lt. Venable's patrol unit (Vender: WAC Outfitters): \$2,526.74

Fully Equip Ford F150 (former code enforcement vehicle) into new police unit (Vender: WAC Outfitters): \$17,828.21

Single Prisoner Cage for Chief Rodriguez's unit (Vendor: WAC Outfitters): \$2,778.55

New Computer for Administrative Assistant Maribel Martinez (Vendor: Integrated Technologies Group, LLC): \$2,273.92

Fully Equip Ford Explorer (new code enforcement vehicle) (Vendor: WAC Outfitters): \$3,194.66

Computer Docking Stations for 11 police vehicles (Vendor: WAC Outfitters): **\$18,815.39**

Access Control System: \$25,943.91

Handheld Radio Upgrade with extra batteries: \$14,335.90

Additional Body Cameras and extra batteries: \$2,754.00

Estimated total: \$107,954.56

Thank you and please let me know if you have any questions.

Victor J. Rodriguez, Chief of Police
City of Truth or Consequences Police Department
507 McAdoo Street
Truth or Consequences, New Mexico 87901
Office: 575-894-1204

DOCUMENT #8

J. J. Kane Auctioneers

CHECK NO 1027626

DATE 21-Oct-21 SUPPLIER NAME CITY OF TRUTH OR CONSEQUENCES NM SUPPLIER NO 60306

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNT	NET AMOUNT
118930	05-Oct-21	AUCTION PAYOUT	0.00	0.00	12,207.50

@CITY OF TRUTH OR CONSEQUENCES
 505 Sims St
 Truth or Consequences, NM 87901

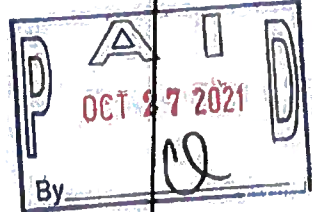
DATE : 10/27/2021 12:50 PM
 OPER : CL
 TKBY : CL
 TERM : 9
 REC# : R00240439

STAU STREET AUCTION PAYOUT 12207.50
 KANE AUCTIONEERS OCT 2021 AUCTION
 PAYOUT
 216-4503-37374 -12207.50

Check 12207.50 REF:1027626

APPLIED	12207.50
TENDERED	12207.50
CHANGE	0.00


muni street



PLEASE DETATCH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT.

0.00	0.00	12,207.50
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THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



Fall Oaks Corporate Center
 1000 Cahola Rd. Bldg 115 Ste 203
 Maple Shade, NJ 08052
 (856) 764-7183


CHECK DATE	CHECK NUMBER	CHECK AMOUNT
21-Oct-21	1027626	12,207.50

Wells Fargo Bank
 San Francisco, CA
 4210

1027626

PAY: Twelve Thousand Two Hundred Seven Dollars And Fifty Cents*****

TO THE ORDER OF: CITY OF TRUTH OR CONSEQUENCES NM
 505 SIMS ST
 TRUTH OR CONSEQUENCES, NM, 87901
 United States



 AUTHORIZED SIGNATURE

Payout ID: 118930
Auction ID: 613



1000 S Lenola Rd Bldg One, Suite 203
Maple Shade, NJ 08052
Phone: (856) 764-7163
Fax: (856) 764-4098

J.J. Kane Exchange, LLC d/b/a J.J. Kane Auctioneers
33 Inverness Center Parkway Birmingham AL 35243

ATTN BO EASLEY
CITY OF TRUTH OR CONSEQUENCES
505 SIMS STREET
TRUTH OR CONSEQUENCES NM 87901

Dear Bo Easley,

Enclosed please find a check made payable to City of Truth or Consequenses in the amount of \$12,207.50 for the net proceeds from the auction we conducted on 10/5/2021.

Gross Sales Total :			\$12,850.00
---Adjustments---			
	Total No Sales	\$0.00	
	Lot Adjustments	\$0.00	
Total Adjustments/No Sales			\$0.00
Adjusted Sales Total			\$12,850.00
Seller Costs			
	Commission Charged 5%	\$642.50	
	Advertising	\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
Total Seller Costs :			\$642.50
Individual Lot Costs :			
	Transportation	\$0.00	
	Washing	\$0.00	
	Decommission	\$0.00	
	Parts/Repairs (see attached report)	\$0.00	
	Misc Lot Costs (see attached report)	\$0.00	
	Misc Lot Costs (see attached report)	\$0.00	
Total Seller Costs :			\$0.00
Seller Income:			
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
		\$0.00	
Total Seller Income:			\$0.00
Tax (not included):			\$0.00
Seller Net Proceeds:			\$12,207.50

If you have any questions about this payout, please feel free to contact us at (856) 764-7163 or jjkane@jjkane.com.

Thank you for your business!

Payout ID: 118930
 Auction ID: 613



JJ Kane
 AUCTIONEERS

1000 S Lenola Rd Bldg One, Suite 203
 Maple Shade, NJ 08052
 Phone: (856) 764-7163
 Fax: (856) 764-4098

J.J. Kane Exchange, LLC d/b/a J.J. Kane Auctioneers
 33 Inverness Center Parkway Birmingham AL 35243

LOT SUMMARY

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street

Truth Or Consequences, NM 87901

10/5/2021 AL (Birmingham) - 613 Timed Auction

Lot #	Description	Amt Bid:	Amount	---EXPENSE---	---EXPLANATION---
53900	1993 Chevrolet K1500 4x4 Extended-Cab Pickup Truck, 8-cyl Auto, A/C, (Exempt from Odometer Disclosure - Reads 131,644 miles) (Runs & Moves, Body Damage) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 2GCEK19H7P1181644	\$600.00			
No Sale <input type="checkbox"/>		Commission:	\$30.00	Adjustments:	0
		Transportation:	\$0.00	Parts/Repairs:	\$0.00
		Washing:	\$0.00	Misc Exp 1:	\$0.00
		Decommission:	\$0.00	Misc Exp 2:	\$0.00
					\$570.00
53936	1995 Big Tex Road Runner 60CH-16 T/A Tagalong Trailer, with 18 ft. level deck between wheels, (Fender & Deck Damage, Spare Tire Not Included) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 16VCX1820S1H71065	\$550.00			
No Sale <input type="checkbox"/>		Commission:	\$27.50	Adjustments:	0
		Transportation:	\$0.00	Parts/Repairs:	\$0.00
		Washing:	\$0.00	Misc Exp 1:	\$0.00
		Decommission:	\$0.00	Misc Exp 2:	\$0.00
					\$522.50
53955	2001 Chevrolet Blazer 4x4 4-Door Sport Utility Vehicle, 6-cyl Auto, A/C, (Exempt from Odometer Disclosure - Reads 94,186 miles) (Runs & Moves, Check Engine Light On, Minor Body Damage) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 1GNDT13W61K202689	\$300.00			
306 No Sale <input type="checkbox"/>		Commission:	\$15.00	Adjustments:	0
		Transportation:	\$0.00	Parts/Repairs:	\$0.00
		Washing:	\$0.00	Misc Exp 1:	\$0.00
		Decommission:	\$0.00	Misc Exp 2:	\$0.00
					\$285.00
54288	1981 Marmon T/A Dump Truck, Cummins NTC350 diesel, 13-spd, with 10-14 yard body, (Exempt from Odometer Disclosure - Reads 264,764 miles) (Not Running, Condition Unknown, Body/Rust Damage, (2) Flat Tires Driver Side Rear, Seller Notes: Unit Should Run With New Batteries) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 1M9CCB188B1004246	\$600.00			
No Sale <input type="checkbox"/>		Commission:	\$30.00	Adjustments:	0
		Transportation:	\$0.00	Parts/Repairs:	\$0.00
		Washing:	\$0.00	Misc Exp 1:	\$0.00
		Decommission:	\$0.00	Misc Exp 2:	\$0.00
					\$570.00

Payout ID: 118930
Auction ID: 613



JJ Kane
AUCTIONEERS

1000 S Lenola Rd Bldg One, Suite 203
Maple Shade, NJ 08052
Phone: (856) 764-7163
Fax: (856) 764-4098

J.J. Kane Exchange, LLC d/b/a J.J. Kane Auctioneers
33 Inverness Center Parkway Birmingham AL 35243

LOT SUMMARY

CITY OF TRUTH OR CONSEQUENCES

505 Sims Street

Truth Or Consequences, NM 87901

10/5/2021 AL (Birmingham) - 613 Timed Auction

Lot #	Description	Amt Bid:	Commission:	Transportation:	Washing:	Decomission:	---EXPENSE---	Adjustments:	Parts/Repairs:	Misc Exp 1:	Misc Exp 2:	---EXPLANATION---
54289	1985 GMC C7 Topkick T/A Dump Truck, Cat 3208 diesel, 5-spd, 2-spd rear, with 10-14 yard body, (Exempt from Odometer Disclosure - Reads 128,350 miles) (Not Running, Condition Unknown, Seller Notes: Unit Should Run With New Batteries) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 1GDT7D4Y5FV623007	\$2,800.00	\$140.00	\$0.00	\$0.00	\$0.00	---EXPENSE---	0	\$0.00	\$0.00	\$0.00	
												\$2,660.00
56857	1976 John Deere 544B Articulating Wheel Loader, s/n 236731T, J.D. diesel, Shuttle, with GP loader bucket & enclosed cab, (Runs & Operates) (Reads 2,821 hours) NOTE: This unit is being sold AS IS/WHERE IS via Timed Auction. For pickup information and terms, please reference the release form. (Buyer is responsible for removal. Assistance by consignor or JJ Kane Auctioneers is not assured.) VIN: 236731T	\$8,000.00	\$400.00	\$0.00	\$0.00	\$0.00	---EXPENSE---	0	\$0.00	\$0.00	\$0.00	
												\$7,600.00

LOT SPECIFIC AMOUNTS and FEES

TOTAL AMOUNT of ALL LOTS SOLD:	\$12,850.00
TOTAL AMOUNT of Commission:	\$642.50
TOTAL AMOUNT of Transportation:	\$0.00
TOTAL AMOUNT of Washing:	\$0.00
TOTAL AMOUNT of Decomission:	\$0.00
TOTAL AMOUNT of Adjustments:	\$0.00
TOTAL AMOUNT of Parts/Repairs:	\$0.00
TOTAL AMOUNT of Misc Exp 1:	\$0.00
TOTAL AMOUNT of Misc Exp 2:	\$0.00
LOTS SUBTOTAL	\$12,207.49

SELLER SPECIFIC EXPENSES and INCOME

Seller Expenses	Advertising:	\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
Seller Income		\$0.00
		\$0.00
		\$0.00
	Tax (not included):	\$0.00

SELLER NET: \$12,207.50

Kirkpatrick, Carol

From: Kirkpatrick, Carol
Sent: Tuesday, October 26, 2021 11:33 AM
To: Fuentes, Priscilla; LeClair, Chelsea; Kerin Salcedo
Subject: Auction Proceeds

Priscilla,

For the sale of equipment, deposit the proceeds into the 216 Street fund #216-4503-37374 Surplus auction proceeds (Kerin will you please set up account string and prepare BAR? Apply to M&R 216) \$12,207.50.

Chelsea: Bank acct is 30088947 Municipal Street Fund. Could you please send me and Kerin a copy of everything so we can process a budget adjustment?

Thank you,

Carol Kirkpatrick
Finance Director
City of Truth or Consequences
575-740-7323



CITY OF TRUTH OR CONSEQUENCES
AGENDA REQUEST FORM

Agenda Item #: F.1

MEETING DATE: September 8, 2021

SUBJECT: Resolution No. 20 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to be held on October 5, 2021.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: September 2, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. The City will use an online auctioneer J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to sell the surplus property belonging to the City. The auction is scheduled for October 5, 2021.

Recommendation:

Approve Resolution No. 20 21/22 declaring the listed items as surplus property and allowing the City to Auction items in a Public Auction.

Attachments:

- Resolution No. 20 21/22
- Items List

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. Resolution No. 20 21/22 Ordinance No. N/A

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 9-8-2021



RESOLUTION NO. 20 21/22

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use the online auction J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell personal property having a value of more than two thousand five hundred (\$2,500.00) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J or Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.
- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale of lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.
- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this 8th day of September, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

Auction List
Surplus Property

Qty	D	VIN	PLATE	VALUE	LOCATION
	Streets Department				
	1995 BIG TEX Roadrunner Flatbed	16VCX1820S1H71065	G-30312	\$ 200.00	Street Department
	1993 Chevy Cheyenne	2GCEK19H7P1181644	G-26557	\$ 1,500.00	Street Department
	2001 Chevy S-10	1GNDT13W61K202689	G-47965	\$ 1,500.00	Street Department
	1981 Marmon Dump Truck	1M9CCB188B1004246	G-31161	\$ 3,000.00	Street Department
	1985 GMC Dump Truck	1GDT7D4YSFV623007	G-26523	\$ 3,000.00	Street Department
	1976 John Deer Loader	236731T	N/A	\$ 5,000.00	Street Department

DOCUMENT #9

298-2103-37394

Fiscal

Balance: -6,034.86

PD DONATIONS

7/1/2021 - 6/30/2022

Pending: 0.00

- General
- Segmentation
- Report Groups
- Notes
- Authorization
- Budget
 - Summary
 - Detail
 - Period Distributio
 - Adjustments
 - Budget Notes
- History
 - Detail
 - Period Activity
 - Fiscals
 - Journal Entries

Post Date	Packet	Description	Amount	Period	Module
8/2/2021	GLPKT12744	POLICE DONATION- SCHOOL SUPPLY- WALMART PD DONATIONS (MISC DONATIONS)	-643.86	August	Cashiering
8/13/2021	GLPKT12815	SHOP WITH A COP DONATION 8/13/21 PD DONATIONS (MISC DONATIONS)	-1,785.00	August	Cashiering
10/20/2021	GLPKT13259	AR DEPOSIT CORRECTION PD DONATIONS SHOP A COP 10/19/21 R00239608	-50.00	October	General Ledger
10/20/2021	GLPKT13259	AR DEPOSIT CORRECTION PD DONATIONS SHOP A COP 10/13/21 R00238823	-100.00	October	General Ledger
10/20/2021	GLPKT13259	AR DEPOSIT CORRECTION PD DONATIONS SHOP A COP 10/12/21 R00238535	-100.00	October	General Ledger
10/20/2021	GLPKT13259	AR DEPOSIT CORRECTION PD DONATIONS SHOP A COP 10/08/21 R00238352	-1,000.00	October	General Ledger
10/20/2021	GLPKT13259	AR DEPOSIT CORRECTION PD DONATIONS SHOP A COP 09/13/21 R00235139	-150.00	October	General Ledger
10/22/2021	GLPKT13281	POLICE DONATION- SHOP WITH A COP PD DONATIONS (MISC DONATIONS)	-306.00	October	Cashiering
10/22/2021	GLPKT13330	POLICE DONATION- SHOP WITH A COP PD DONATIONS (MISC DONATIONS)	306.00	October	General Ledger
10/22/2021	GLPKT13330	AR EOD CORRECTION 10/22/21 HALLOWEEN CANDY FUNDS	-306.00	October	General Ledger
10/25/2021	GLPKT13284	POLICE DONATION- SHOP WITH A COP PD DONATIONS (MISC DONATIONS) ANDREA FREEMAN	-100.00	October	Cashiering
10/28/2021	GLPKT13307	LOS ARCOS SHOP WITH A COP PD DONATIONS (MISC DONATIONS)	-300.00	October	Cashiering
11/1/2021	GLPKT13326	POLICE 10.29.21 SHOP WITH A COP PD DONATIONS (MISC DONATIONS) KIRKOS FAMILY FUNERAL HOME	-500.00	November	Cashiering
11/5/2021	GLPKT13381	11.4.21 SHOP W/ A COP SIERRA ELECTRIC COOP PD DONATIONS (MISC DONATIONS)	-500.00	November	Cashiering
11/5/2021	GLPKT13381	11.4.21 SHOP W/ A COP TORC LODGE #2050 LOYAL ORDER OF THE MOOSE PD DONATIONS (MISC DONATIONS)	-500.00	November	Cashiering
Totals			-6,034.86		



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

Fund: 298 - PD Donations

Revenue

298-2103-37394

PD DONATIONS

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue Total:	0.00	644.00	1,500.00	6,034.86	0.00	5,390.86	937.09 %

Expense

298-2103-45607

MISC. EXPENSES

Expense Total:	0.00	644.00	0.00	643.20	1,072.99	-1,072.19	266.49 %
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Fund: 298 - PD Donations Surplus (Deficit):	0.00	0.00	1,500.00	5,391.66	-1,072.99	4,318.67	0.00 %
Report Surplus (Deficit):	0.00	0.00	1,500.00	5,391.66	-1,072.99	4,318.67	0.00 %

DOCUMENT #10

Kerin Salcedo

From: Pat O'Hanlon
Sent: Friday, October 29, 2021 3:18 PM
To: Kirkpatrick, Carol
Cc: Kerin Salcedo
Subject: FW: FY22 State Aid Grant Agreement Packet
Attachments: FY22 State Aid Checklist & Instructions.pdf; T or C Library FY22 Allocation Notification.pdf; T or C Library FY22 State Aid Grant Agreement.pdf; Attachment A - 4.5.2 NMAC.pdf; State Grants-in-Aid Expenditures Guidance Sheet UPDATED October 2021.pdf; FY22 State Aid Expenditures Tracking Sheet - 1 Branch.xlsx

Good afternoon, Carol and/or Kerin:

I am forwarding the State Grant-in-Aid agreement for FY22.

Looks like we will have \$14,569.31; it must be entirely spent by June 30,2022. (I bet we can do that!)

I know you don't need the whole packet, but since I don't know which parts you might not need, I'm sending all of it. It appears that this year we don't have to mess with electronic signatures, unless we want to. I don't know about you two, but I really tend to prefer original signatures whenever possible. 😊

Fortunately, she includes good, clear instructions.

Please just let me know that you have received it.

And, have a really nice weekend!

Thanks,

Pat O'Hanlon
Library Director

From: Aragon, Carmelita, DCA [<mailto:Carmelita.Aragon@state.nm.us>]
Sent: Friday, October 29, 2021 2:21 PM
To: Pat O'Hanlon
Subject: FY22 State Aid Grant Agreement Packet

NEW MEXICO



STATE LIBRARY

October 29, 2021

Library Director,

Please find attached to this email, important documents and information regarding state grants-in-aid for FY22. See the Grant Allocation Notification and Grant Agreement for your library's allocation. Please ensure **ALL** attachments are reviewed, as they contain critical information and instructions.

This state grants-in-aid allocation is intended to supplement and encourage local effort in providing local library service. As these are state funds, **all** state grants-in-aid money received **must** be spent in its **entirety** (down to the penny) by **June 30, 2022**.

Please closely review the following attached documents:

- State Grants-in-Aid Checklist and Instructions (for next steps)
- Allocation Notification (for allocation amount, remit info, etc.)
- State Grants-in-Aid Grant Agreement (for terms of compliance)
- 4.5.2 NMAC (for requirements to remain eligible for state grants-in-aid)
- State Grants-in-Aid Expenditures Guidance Sheet (for *updated* allowable expenditures)
- **NEW** State Aid Expenditures Tracking Sheet (must be completed and returned to Development Bureau by June 30, 2022).

Per the 4.5.2 NMAC (4.5.2.10 D), eligible libraries have **60 days** to return two (2) signed copies of the grant agreement. As such, please return two (2) signed copies of the grant agreement to the Development Bureau by **December 30, 2021**. **NOTE: If preferred, a digitally signed copy can be returned via email.** The person who signs the grant agreement, must be an authorized agent who has authority to enter into a legal contract with the State of New Mexico.

Note: If a library does not submit the grant agreement within the required time period, it forfeits the grant allocation.

This email is being sent only to you, the Library Director. PLEASE provide the financial officer and any other interested persons with all pertinent information contained in this email.

Sincerely,



State Data Coordinator
New Mexico State Library
Library Development Bureau
Carmelita.Aragon@state.nm.us / 505-476-9740 / 1-800-340-3890

FY 2022 State Grants-in-Aid Checklist and Instructions

Attached To This Email	What To Do With It
Grant Allocation Notification	<ul style="list-style-type: none"> - Check that all information is correct - Keep it & keep it handy
<p>Grant Agreement – Either print 2 copies (can be printed 2-sided) or if preferred, sign digitally</p> <p>NOTE: <i>Only the signed copies need to be returned.</i> There is no need to print and return the entire state aid packet to the Development Bureau</p>	<ul style="list-style-type: none"> - Print two (2) copies of the grant agreement and have authorized agent who has authority to enter into a legal contract with the State of New Mexico sign <i>both</i> copies in BLUE INK. NOTE: If preferred, a digitally signed copy can be returned via email, Carmelita.Aragon@state.nm.us - Return BOTH signed copies to: New Mexico State Library Development Bureau, State Aid 1209 Camino Carlos Rey Santa Fe, NM 87507 - BOTH signed grant agreements or digitally signed grant agreement must be returned to the Development Bureau by <i>December 30, 2021</i>
4.5.2 NMAC – Revised June 1, 2016	<ul style="list-style-type: none"> - KEEP it & keep it handy to ensure compliance with all requirements to remain eligible for FY23 funding - Provide financial officer and any other interested parties with a copy of 4.5.2 NMAC, guidance sheet, etc.
State Grants-in-Aid Expenditures Guidance Sheet – Updated October 2021	<ul style="list-style-type: none"> - KEEP it & keep it handy - Refer to this document for how state aid funds can be spent – note that it is not an exhaustive list; contact us with any questions
State Aid Funds Tracking Sheet - NEW	<ul style="list-style-type: none"> - Use the attached spreadsheet to track and maintain accurate records of state aid expenditures - NOTE: This spreadsheet MUST be completed and returned to the Development Bureau by <i>June 30, 2022</i>
What Happens Next?	<ul style="list-style-type: none"> - The State Librarian will sign returned grant agreements. The Library Director will receive one signed copy via USPS or via email. - Once the grant agreement is fully executed, a request for payment will be made. - The library's financial agent will receive a check or ACH payment. - Spend ALL state aid funds received in compliance with 4.5.2 NMAC <i>before June 30, 2022</i>. - Contact us with any questions Carmelita.Aragon@state.nm.us / 505-476-9740 / 1-800-340-3890

**New Mexico State Library
1209 Camino Carlos Rey
Santa Fe, NM 87507**

FY2022 STATE GRANTS-IN-AID ALLOCATION NOTIFICATION

1.	Recipient Name:	Truth or Consequences Public Library
2.	Remit to Name and Address:	City of Truth or Consequences, T or C Public Library 325 Library Lane T or C, NM 87901
3.	State of NM Vendor #:	54340
4.	Project Title and Legal and Fiscal Data:	State Grants-in-Aid to Public Library Statute/Administrative Code NMSA 1978 Section 18-2-4 B, 4.5.2 NMAC
5.	State Library Contact:	Carmelita Aragon New Mexico State Library Carmelita.Aragon@state.nm.us
6.	Source of Funding:	<i>State of N.M. Legislature – General Appropriation Act of 2022</i>
7.	Grant Type and Amount Received:	Library Type Grant: Public Library Branch(es) Grant: \$ 4,856.44 Total Grant: \$14,569.31
8.	Allocation Period:	Fiscal Year 2022 <i>ALL STATE AID FUNDS MUST BE SPENT BY JUNE 30, 2022.</i>
9.	Terms and Conditions of Allocation:	<p>The state grants-in-aid program is intended to supplement and encourage local effort in providing local library service.</p> <p><i>State Aid Funds may be used for:</i></p> <ol style="list-style-type: none"> <i>1) library collections;</i> <i>2) library staff salaries;</i> <i>3) library staff professional development;</i> <i>4) library equipment; or</i> <i>5) other operational expenditures associated with delivery of library services.</i> <p>Libraries must report how funds were spent in the FY22 Annual Report and in the provided tracking sheet. A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.</p>
10.	Date:	October 29, 2021

State Grants-in-Aid to Public Libraries Agreement
For FY2022

This Agreement is entered into on the date of last signature, below, by and between the New Mexico State Library, hereinafter called NMSL, and Truth or Consequences Public Library, located in T or C, NM, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

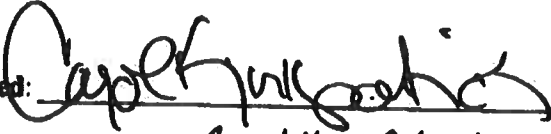
THEREFORE, the Parties agree to the following terms and conditions:

- I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Fourteen Thousand Five Hundred Sixty Nine Dollars and Thirty One Cents (\$14,569.31)** to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.
- II. The Recipient agrees to:
 1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
 92. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
 93. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
 94. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
 95. No later than August 15, 2022, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
 96. Sign and return this Agreement to NMSL *within 60* days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**
- III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed:  Date: 10/29/21
By (print name and title): Carol Kirkpatrick - Finance Director Authorized Agent of Recipient

I verify that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico

Signed: _____ Date: _____

By: Eli Guinnee, New Mexico State Librarian

State Grants-in-Aid to Public Libraries Agreement
For FY2022

This Agreement is entered into on the date of last signature, below, by and between the New Mexico State Library, hereinafter called NMSL, and Truth or Consequences Public Library, located in T or C, NM, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL statutory provisions and the State Librarian has adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

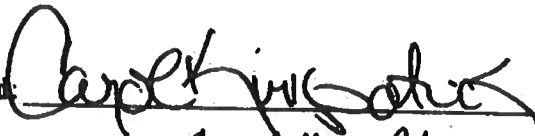
THEREFORE, the Parties agree to the following terms and conditions:

- I. NMSL agrees to pay the Recipient a grant in an amount not to exceed Fourteen Thousand Five Hundred Sixty Nine Dollars and Thirty One Cents (\$14,569.31) to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.
- II. The Recipient agrees to:
 1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
 92. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
 93. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
 94. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
 95. No later than August 15, 2022, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
 96. Sign and return this Agreement to NMSL *within 60* days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.
- III. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to address the dispute.

IV. The Laws of New Mexico shall govern this Agreement.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed:  Date: 10/29/21
By (print name and title): Carol Kirkpatrick - Finance Director Authorized Agent of Recipient

I verify that I am an authorized agent who has authority to enter into a legal contract with the State of New Mexico

Signed: _____ Date: _____

By: Eli Guinnee, New Mexico State Librarian

Administrative code is subject to change. Please always check for the most up-to-date version online.

STATE AID FOR PUBLIC LIBRARIES

TITLE 4 CULTURAL RESOURCES
CHAPTER 5 STATE LIBRARY
PART 2 STATE GRANTS IN AID TO PUBLIC LIBRARIES

4.5.2.1 ISSUING AGENCY: Department of Cultural Affairs, New Mexico State Library Division.
[4.5.2.1 NMAC - Rp, 4.5.2.1 NMAC, 6/1/2016]

4.5.2.2 SCOPE: Public libraries and developing public libraries.
[4.5.2.2 NMAC - Rp, 4.5.2.2 NMAC, 6/1/2016]

4.5.2.3 STATUTORY AUTHORITY: Subsection I of Section 18-2-4 NMSA 1978 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Subsection B of Section 18-2-4 NMSA 1978 directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system.
[4.5.2.3 NMAC - Rp, 4.5.2.3 NMAC, 6/1/2016]

4.5.2.4 DURATION: Permanent.
[4.5.2.4 NMAC - Rp, 4.5.2.4 NMAC, 6/1/2016]

4.5.2.5 EFFECTIVE DATE: June 1, 2016 unless a later date is cited at the end of a section.
[4.5.2.5 NMAC - Rp, 4.5.2.5 NMAC, 6/1/2016]

4.5.2.6 OBJECTIVE: The objective of this rule is to describe the state grants in aid to public libraries program (hereinafter "the state aid program") and to establish criteria for reviewing and awarding the grants. The purpose of the state aid program is to provide financial assistance that encourages and supports public library service by public libraries and developing public libraries. The state aid program is intended to supplement and encourage local effort in providing local library service. The state aid program consists of developing library grants and public library grants that may be used for: library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services.
[4.5.2.6 NMAC - Rp, 4.5.2.6 NMAC, 6/1/2016]

4.5.2.7 DEFINITIONS:

A. "Annual report" means a report sent once a year from a public library or developing library to the state library. An annual report shall at least accomplish the following tasks:

- (1) provide information in the time, manner, and form prescribed by the state library;
- (2) describe prior fiscal year's activities, including income, expenditures, statistics on collections and services, and compliance with state aid program criteria;
- (3) be certified by the library as to the accuracy, completeness, and truthfulness of the information provided; and

- (4) be approved by and on file at the state library.

B. "Basic library services" means free services provided in a library's legal service area, including library collections with circulating materials; reference services; a catalog of library holdings accessible by the public; educational programs; interlibrary loan services; public access computers connected to the internet; and internet connectivity for patrons and staff. Basic library service may include any technology or service that relates to the access to information for patron use.

C. "Bookmobile" means a mobile branch that offers basic library services with the exception of computers and internet connectivity.

D. "Branch" means an auxiliary service administered by a public or developing library that provides the following public services:

- (1) separate quarters from the main library;
- (2) a permanent library collection and reference services;
- (3) offers basic library services;
- (4) staff present during open hours; and

Attachment A

- (5) at least 20 hours of public access to physical quarters per week on an annual basis.
- E. "Circulating materials" means items from library collections that are checked out by patrons for use outside of the library.
- F. "Collection development policy" means guidelines used by library staff for making decisions about the budget for and selection, management, and preservation of library collections.
- G. "Community analysis and needs assessment" means an evaluation of a library's legal service area, its current and future needs, and the library's role in meeting those needs.
- H. "Developing library" means a New Mexico organization that has initiated and is progressively implementing basic library services within its legal service area.
- (1) A developing library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution of a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A developing library provides the following public services:
- (a) staff present during open hours;
 - (b) at least 15 hours of public access to physical quarters per week on an annual basis;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.
- I. "Fiscal year" means July 1 through June 30.
- J. "Legal service area" means the geographic area for which a library has been established to offer services and from which, or on behalf of which, the library derives income. The legal service area may be defined by a written agreement with a political subdivision of the state for which the library is the primary service provider. The most recent United States or tribal census determines the population of the legal service area if the population figures are given separately for that area. If the census does not report a discreet population figure for the legal service area, then the state library in its sole discretion shall determine the population for the library's legal service area.
- K. "Library board" means an administrative or advisory group comprised of representative members of the library's community.
- L. "Library collections" means library items for public use. Library collections may include such items as books, videos, sound recordings, licensed databases, and equipment. A portion of the collections must be circulating materials.
- M. "Library equipment" means equipment associated with the delivery of library services.
- N. "Library staff" means salaried employees or volunteers whose time is regularly dedicated to delivery of library services.
- O. "Matching funds" means the amount expended in a fiscal year for library collections from any source other than the state. Sources for matching funds may include municipal funds, county funds, tribal funds, or money acquired through donations, fund-raising, or grants. In-kind contributions are not matching funds. Matching funds do not include funds used for operating costs, administrative costs, or regular staff salaries.
- P. "Public library" means a New Mexico organization that offers basic library services within its legal service area.
- (1) A public library is established through one of the following mechanisms:
- (a) through an ordinance or legal resolution adopted by a subdivision of state government;
 - (b) by a contract between a private entity and a subdivision of state government;
 - (c) by an Indian nation; or
 - (d) as a non-profit corporation.
- (2) A public library provides the following public services:
- (a) staff dedicated to the library
 - (b) year-round public access to the physical location at least 25 hours per week;
 - (c) at least two days of public access to physical quarters per week on an annual basis; and
 - (d) hours of operation posted on or near the library.
- Q. "Reference services" means the provision of library staff to answer reference questions during all the hours the library is open.
- R. "Strategic plan" means a detailed program to ensure that library services meet the current and future needs of the library's legal service area. The strategic plan shall include a vision and mission statement as well as goals and objectives, and it shall cover a period of at least the next three years and not exceed five years.

4.5.2.8 DEVELOPING LIBRARY GRANT:

Attachment A

A. Purpose: To supplement an eligible developing library's budget for up to five years until it meets the minimum requirements for a public library grant.

B. Description: The developing library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding developing library grants: The state library shall award developing library grants to developing libraries that meet or exceed the following criteria.

- (1) timely submission of an annual report with the state library;
- (2) receipt of no more than five, consecutive, awards of developing library grants;
- (3) continuous operation for at least nine months;
- (4) demonstration of receipt of financial support from sources other than the state. In particular, matching

funds in relation to the population of the library's legal service shall be at least \$0.25 per person in its first year and any non-consecutive years of developing library grant application participation; \$0.50 per person in its second consecutive year; \$0.75 per person in its third consecutive year; \$1.00 per person in its fourth consecutive year; and \$1.25 per person in its fifth consecutive year;

(5) maintenance of adequate financial and other records to support the library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

- (6) compliance with all state statutes and rules;
- (7) compliance with requirements for developing library grants;
- (8) employment of a designated director;
- (9) creation of a library board that meets at least two times a year and adheres to the state's open meetings

law; and

- (10) successful expenditure of all developing library grant funds during the prior fiscal year, if applicable.

[4.5.2.8 NMAC - Rp, 4.5.2.8 NMAC, 6/1/2016]

4.5.2.9 PUBLIC LIBRARY GRANT:

A. Purpose: To supplement eligible public libraries' budgets.

B. Description: The public library grant funds shall be used for library collections, library staff salaries, library staff training, library equipment, or other operational expenditures associated with delivery of basic library services.

C. Criteria for reviewing and awarding public library grants: The state library shall review and award public library grants to public libraries that have met the following criteria:

(1) timely submission of an annual report with the state library for the current year and a minimum of two years prior;

- (2) continuous operation for at least one year;
- (3) receipt of a minimum of three consecutive developing library grants;
- (4) demonstration of receipt of financial support from sources other than the state; in particular, matching

funds in relation to the population of the library's legal service area shall be at least \$1.50 per person;

(5) maintenance of adequate financial and other records to support the public library's eligibility for receiving library grants; the state library may audit such records annually, or as needed, as determined in the state library's sole discretion;

- (6) compliance with all state statutes and rules;
- (7) compliance with all requirements for public library grants;
- (8) Formation of a strategic plan that the public library reviews, updates, and files with the state library every three years, and a community analysis and needs assessment, and a collection development policy that the public library reviews, updates, and files with the state library every five years;

(9) maintain a library board that meets at least two times a year and adheres to the state open meetings

law;

- (10) employment of a designated director; and
- (11) successful expenditure of all public library grant funds during the prior fiscal year.

[4.5.2.9 NMAC - Rp, 4.5.2.9 NMAC, 6/1/2016]

4.5.2.10 DISTRIBUTION OF FUNDS: The library division shall distribute state grants in aid in the following manner:

A. Application: The annual report submitted for the immediate prior year shall serve as the developing or public library's application for state grants-in-aid.

B. Allocation: For state grants-in-aid, the state library shall award at least a quarter of a share (0.25) of the annual allocation to developing libraries, one (1) share of the allocation to each public library, and one half (.50) of a share of the allocation to each branch and bookmobile.

Attachment A

C. **Notification:** Following the end of the application period, the state library shall calculate the grant award for each library. The state library shall notify all eligible public libraries informing them of the amount of their grant.

D. **Request for payment:** Each library shall return the signed grant agreement to the state library within 60 days of receipt of the agreement measured from the postmark or electronic postmark. Upon timely receipt of the grant agreement, the state library shall process a payment request form. If a library does not submit the grant agreement within the required time period, it forfeits the grant award.

E. **Maintenance of effort:** A library's local budget shall not be reduced by its governing body as a result of eligibility for the state aid program. Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds from the library grants award for one year after the reduction has occurred.
[4.5.2.10 NMAC - Rp, 4.5.2.11 NMAC, 6/1/2016]

4.5.2.11 LIMITATION ON FUNDS:

A. The grant amounts may vary by year, depending on the amount of the appropriation to the state library by the state legislature and the state library's other budgeted expenses.

B. Libraries shall not use grant funds for administrative or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, and legal services

C. Public and developing libraries shall expend all grant funds during the fiscal year in which they are awarded.

D. Should a library cease providing basic library services prior to or within thirty days of funding; grant funds shall revert to the state library.

[4.5.2.11 NMAC - Rp, 4.5.2.12 NMAC, 6/1/2016]

4.5.2.12 APPEAL OR VARIANCE:

A. In the event that any library is denied a grant by the state library or does not meet a requirement of this rule, that library may appeal the decision of the state library or request a variance from the requirement.

B. Such appeal or variance shall be made in writing to the state librarian within 10 days of notification of denial of funds or within 10 days of discovery of non-compliance with a requirement. The appeal or variance shall state all relevant facts and conditions.

C. The state librarian shall consider each appeal or request for variance and respond in writing to the appealing or requesting party with a decision within 30 days. The state librarian's decision is the department of cultural affairs' final action on the matter.

[4.5.2.12 NMAC - Rp, 4.5.2.14 NMAC, 6/1/2016]

HISTORY OF 4.5.2 NMAC:

Pre-NMAC History:

NMSL 67-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised April 19, 1967, filed 5/3/67.
NMSL 67-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 8/30/67.
NMSL 68-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Amended August 28, 1967, filed 12/19/68.
NMSL 69-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised May 26, 1969, filed 6/20/69.
NMSL 69-2, State Grants-In-Aid To Public Libraries, Rules and Regulations; Revised September 16, 1969, filed 10/9/69.
NMSL 70-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, Revised February 26, 1970, filed 4/27/70.
NMSL 73-4, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 1973, filed 7/10/73.
NMSL 74-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 19, 1974, filed 8/16/74.
NMSL 75-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, 1975, filed 6/9/75.
NMSL 76-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, March 31, 1976, filed 4/27/76.
NMSL 77-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, January 21, 1977, filed 2/4/77.
NMSL Rule 79-1B, State Grants-In-Aid To Public Libraries, Rules and Regulations, June 11, 1979, filed 6/25/79.
NMSL 79-3, State Grants-In-Aid To Public Libraries, Rules and Regulations, July 1, 1979, filed 7/27/79.
NMSL 81-2, State Grants-In-Aid To Public Libraries, Rules and Regulations, May 11, 1981, filed 5/12/81.
NMSL 89-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 10/23/89.
NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations, filed 1/28/93.

History of Repealed Material:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93), repealed 7/1/2000.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000), repealed 7/1/2009.
4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009), repealed 6/1/2016.

Other History:

NMSL 93-1, State Grants-In-Aid To Public Libraries, Rules and Regulations (filed 1/28/93) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2000.

Attachment A

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 6/19/2000) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 7/1/2009.

4.5.2 NMAC, State Grants-In-Aid To Public Libraries (filed 7/1/2009) was replaced by 4.5.2 NMAC, State Grants In Aid To Public Libraries, effective 6/1/2016.

State Grants-in-Aid Expenditures Guidance Sheet

The 4.5.2 New Mexico Administrative Code (NMAC) governs State Grants-in-Aid to public libraries. To be eligible to receive state aid, New Mexico public libraries must meet eligibility requirements as outlined in the 4.5.2 NMAC. All state grants-in-aid funds received must be expended or encumbered during the fiscal year in which they are given (before June 30 each year).

This informational guidance sheet is not an exhaustive list of all allowable and non-allowable expenditures. If there are questions as how to expend state aid funds, please contact the Library Development Bureau for clarification *prior* to making purchases, 1-800-340-3890.

Allowable Purchases - State aid funds can be used for:

- Library Collections
 - Items traditionally available at the library and intended for public use, such as books, e-books, audiobooks, DVDs, CDs, electronic and digital media, licensed databases (e.g., ancestry.com, mango languages), etc. are allowable. Non-traditional circulating/educational programming items may also be allowable. Please contact the Development Bureau for more information.
- Library Staff Salaries
 - State aid funds can be used to pay regular library staff for their work within the library. Providing pay to a substitute library staff member may also be allowable.
- Library Staff Professional Development
 - Travel (including meals and lodging) for attending in-state (e.g., NMLA) and out-of-state library conferences (e.g., ALA, MPLA, PLA, ARSL), and trainings provided to library staff on library related services/issues, which are organized and held at the library, or held at another location, e.g., state library or other library.
- Library Equipment
 - Items associated with meeting the information needs of library patron's such as public computers, printers, wireless routers, scanners, software and related peripherals, etc.
- Other Operational Expenditures Associated with Delivery of Library Services
 - Expenditures associated with the delivery of library services, such as the library's catalog, library programming supplies, electric bills, phone bills, directional signage, copy paper, security costs, etc.
 - Contracts directly related to the delivery of basic library services to patrons, including educational program subject matter experts, etc.

Non-Allowable Purchases - State aid funds cannot be used for:

- Administrative and/or indirect expenses such as budgeting, accounting, financial management, information systems, data processing, legal services, fringe benefits etc.
- Food, giveaways/incentives, college classes for library staff (i.e., tuition reimbursement), library decorations, library staff furniture, recreational rentals/purchases (e.g., bouncy houses, party supplies, pony rentals), etc.
- Operational expenditures that do not directly relate to the delivery of basic library services to library patrons, including cost of parties, receptions, fund-raising events, other social functions, maintenance/cleaning supplies, toilet paper, paper towels, cleaning equipment, vacuums, etc.
- Capital improvements and construction.



Truth or Consequences

My Budget Report Account Summary

For Fiscal: 2021-2022 Period Ending: 11/30/2021

**Fund: 294 - State Library
Revenue**

[294-5003-32393](#)

[294-5003-37371](#)

STATE LIBRARY GRANT- STATE LIBRARY
CONTRIBUTIONS/DONATIONS-ST LIBRARY

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
	42,241.00	42,241.00	0.00	0.00	0.00	-42,241.00	0.00 %
	1,000.00	1,000.00	41.60	520.10	0.00	-479.90	52.01 %
Revenue Total:	43,241.00	43,241.00	41.60	520.10	0.00	-42,720.90	1.20 %

Expense

[294-5003-43465](#)

[294-5003-43775](#)

[294-5003-44613](#)

[294-5003-48599](#)

[294-5003-60834](#)

RENT OF EQUIPMENT
TELEPHONE
NON-CAPITAL ITEMS
OTHER CONTRACTUAL SERVICES
STATE LIBRARY GRANT-STATE LIBRARY

	0.00	350.00	0.00	85.88	264.12	0.00	100.00 %
	1,600.00	2,300.00	0.00	672.60	1,627.40	0.00	100.00 %
	42,241.00	37,441.00	0.00	0.00	0.00	37,441.00	0.00 %
	2,200.00	2,200.00	0.00	0.00	0.00	2,200.00	0.00 %
	0.00	3,750.00	201.66	1,212.44	2,537.56	0.00	100.00 %
Expense Total:	46,041.00	46,041.00	201.66	1,970.92	4,429.08	39,641.00	13.90 %

Fund: 294 - State Library Surplus (Deficit):

-2,800.00 -2,800.00 -160.06 -1,450.82 -4,429.08 -3,079.90 210.00 %

Report Surplus (Deficit):

-2,800.00 -2,800.00 -160.06 -1,450.82 -4,429.08 -3,079.90 210.00 %



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: G.2

SUBJECT: Resolution No. 35 21/22 Declaring Surplus Property for an online Auction through J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: November 11, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. The City will use an online auctioneer J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers to sell the surplus property belonging to the City. The auction will be in January 2022.

Recommendation:

Approve Resolution No. 35 21/22 declaring the listed items as surplus property and allowing the City to Auction items in a Public Auction.

Attachments:

- Resolution No. 35 21/22
- Items List

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. Resolution No. 35 21/22 Ordinance No. N/A

Continued To: . Referred To: .

Approved Denied Other: .

File Name: CC Agendas 11-17-2021



RESOLUTION NO. 35 21/22

A RESOLUTION DECLARING SURPLUS PROPERTY TO BE NONESSENTIAL FOR PUBLIC OR GOVERNMENT FUNCTIONS TO BE SOLD PURSUANT TO §3-54-2 NMSA

WHEREAS, the City Commission of the City of Truth or Consequences finds surplus property to be nonessential for public or government functions; and

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use the online auction **J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers** to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

- The City of Truth or Consequences may sell personal property having a value of more than two thousand five hundred (\$2,500.00) at public or private sale. If a private sale is held under this subsection, such sale shall be held only after notice is published at least twice, pursuant to the provisions of Subsection J or Section 3-1-2 NMSA 1978, not less than seven days apart, with the last publication not less than fourteen days prior to the sale.
- If a public sale is held, the bid of the highest responsible bidder shall be accepted unless the terms of the bid do not meet the published terms and conditions of the municipality, in which event the highest bid which does meet the published terms and conditions shall be accepted; provided, however, a municipality may reject all bids. Terms and conditions for a proposed sale of lease shall be published at least twice, not less than seven days apart, with the last publication no less than fourteen days prior to the bid opening, and shall be published according to the provisions of Subsection J of Section 3-1-2 NMSA 1978.
- The City of Truth or Consequences may sell, at a private or public sale, exchange or donate real or personal property to the state, to any of its political subdivisions or to the federal government if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration. The provisions of Section 6-6-11 NMSA 1978 shall not apply to such sale, exchange or a donation.

PASSED, APPROVED AND ADOPTED this 17th day of November, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

PROPERTY DISPOSAL LIST

Qty	WASTEWATER	VIN	PLATE	ORIGINAL COST	Approved
1	2007 F-150 4X4	1FTRF14VX7KC75147	G-69552	\$ 18,830.00	
1	1995 FORD F-250 P/U	2FTHF25HXSCA40433	G-27237	\$ 19,222.00	
1	2005 FORD F-150 4X4	1FTRF14595NA81897	G-61009	\$ 17,566.00	
1	1996 FORD F-150 P/U	2FTEF15N4TCA49715	G-22403	\$ 14,992.00	
1	1982 CHEVY C-70	1GBJ7D1B9CV133598	G-26515	Unknown	
	FACILITY MAINTENANCE	VIN	PLATE	ORIGINAL COST	Approved
1	1995 CHEVY 2500 P/U 4X4	1GBGK24K2SE231993	G-28464	\$18,990.00	
	POLICE DEPARTMENT	VIN	PLATE	ORIGINAL COST	Approved
1	2008 FORD CROWN VICTORIA	2FAFP71V88X155942	G-74035	\$25,929.00	
1	2005 FORD CROWN VICTORIA	2FAHP71W45X127200	G-67075	\$20,500.00	
1	2009 FORD CROWN VICTORIA	2FAHP71V19X140175	G-76924	\$26,000.00	
1	1999 CHEVROLET BLAZER	1GNDD13W9XK229071	05759G	\$21,725.00	
1	2010 DODGE CHARGER	2B3AA4CV9AH237956	G-81094	\$24,604.00	
1	2010 DODGE CHARGER	2B3AA4CT4AH303134	G-84205	\$24,294.00	
1	2010 DODGE CHARGER	2B3AA4CT7AH303127	G-84204	\$24,294.00	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: G.3

SUBJECT: Resolution No. 36 21/22 Approval of amendments to the City Commission Rules of Procedure.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: November 11, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

This item was presented at the 10-27-2021 meeting to discuss possible revisions to the current City Commission Rules of Procedure. Discussion ensued regarding proposed amendments, now the final version is being presented for approval.

Recommendation:

Approval of amendments to the City Commission Rules of Procedure.

Attachments:

- Redline current City Commission Rules of Procedure
- Proposed Resolution No. 36 21/22 Rules of Procedure

Fiscal Impact (Finance): Choose an item.

N/A

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. 36 21/22 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 11-17-2021

**City of Truth or Consequences
Commission RULES OF PROCEDURE**



**November 17, 2021 RESOLUTION No. 14 19/20
Amended Resolution No. 14 19/20, November 17, 2021**

SECTION 1 – GENERAL PROVISIONS

RULE 1 COMMISSION MEETING – LOCATION

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

RULE 2 COMMISSION MEETING – TIME

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

RULE 3 COMMISSION MEETINGS – OPEN TO THE PUBLIC

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

RULE 4 ELECTION OF OFFICERS

Procedures for electing officers are as follows:

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

RULE 5 PRESIDING OFFICER

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

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

RULE 6 QUORUM

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

RULE 7 ATTENDANCE, EXCUSED ABSENCES

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

RULE 8 SPECIAL AND EMERGENCY COMMISSION MEETINGS

Procedures for setting a special meeting are as follows:

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

Procedures for setting an emergency meeting are as follows:

- (a) An emergency meeting may be called only under circumstances that , if not addressed immediately by the City Commission, will likely result in injury or damage to persons or property or substantial financial loss to the City.

- (b) Emergency meetings may be called by the Mayor or a majority of the City Commission by giving whatever notice is possible and reasonable under the circumstances.

RULE 9 COMMISSION MEETING AGENDA

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

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

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

RULE 10 WORKSHOPS

Special Workshops, or regular City Commission meetings that may be canceled by the Presiding Officer in accordance with law, may be designed as Workshops where no official action is contemplated. Workshops may be conducted informally so long as such informality is not in conflict with these rules. The City Clerk, under the direction of the City Manager, shall arrange a City Commission Workshop agenda for the Workshop. The Workshop agenda shall, for each item, contain the Workshop Item. After the proposed Workshop agenda has been approved by the City Manager, an electronic copy of it along with any supporting materials shall be prepared for City Commission members, the City Manager, the City Clerk and the press at least *seventy-two (72) hours* before the City Commission Workshop. During the Workshop, the Presiding Officer may; 1) introduce the subject and give background information; 2) identify the eventual goal of the Workshop, and; 3) act as facilitator to keep the meeting discussion focused to the subject.

RULE 11 CITY MANAGER

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

RULE 12 CITY CLERK

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

RULE 13 FORMS OF ADDRESS

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

RULE 14 RULES OF ORDER

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

RULE 15 ORDER OF BUSINESS

Regular City Commission meetings include Public Comment.

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

A. Call to Order by the Presiding Officer

B. Introduction

1. Roll Call (See Rule 7 for procedure to excuse an absence).

- 2. Silent Meditation**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**

C. Presentations (10 Minutes)

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

E. Reports

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

F. Consent Calendar

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

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

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

I. New Business

J. Executive Session

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

L. Adjournment

RULE 16 ACTIONS FOR “COMMENTS FROM THE PUBLIC” OR A PUBLIC HEARING

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

During the first Regular Meeting of each month any member of the public may sign up with the City Clerk to request time to address the City Commission. The Presiding Officer in his/her discretion may then allow the comments, subject to a time limitation of three (3) minutes. Following such comments, the City Commission may place the matter on a future agenda, or refer the matter to the City Manager for investigation and report.

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

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

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

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

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

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

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

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

The Procedures for a “Public Hearing” are as Follows:

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

In public hearings that are of a quasi-judicial nature, the City Commission shall follow the “Battershell” process. However, the following shall be determined to be a reasonable guide.

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and asks for comments for or against the item at hand.

(c) At the outset of each public hearing or meeting to consider a zoning amendment or zoning reclassification the Presiding Officer will announce the legal standards for zoning amendments and ask the parties to limit their presentations to information within the scope of the standards.

(d) The Presiding Officer calls upon the City staff to describe the matter under consideration.

(e) The Presiding Officer calls for proponents.

(f) The proponents now speak. (Note: If the City itself is the proponent, a member or members of the Administration shall be designated to give proponent and rebuttal testimony).

(g) Opponents speak.

(h) The Presiding Officer calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new materials. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.

(i) The Presiding Officer inquires as to whether any City Commission members have any questions to ask the proponents, opponents, or administration. If any City Commission member has questions, the appropriate individual will be recalled to the podium.

(j) The Presiding Officer closes the public hearing.

RULE 17 VOTING

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

- (a) Each Commissioner in attendance must vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which abstention is recognized. (See 18.f)
- (b) Unless otherwise provided for by statute, a Roll call vote shall be taken for final adoption of ordinances, resolutions, and to adjourn into Executive Session by the Clerk.
- (c) In case of a tie in votes on any proposal, any Commissioner may request the item be put on the next agenda.
- (d) Every member who was in the City Commission chambers when the question was put, shall give their vote unless the City Commission, for special reasons, shall excuse the member by motion or unless the City Commission member is excused in accordance with Rule 7. A City Commission member who “abstains” will be recorded as neither an “aye” or “nay” vote.
- (e) A majority vote of all the members of the City Commission is required to adopt an ordinance or resolution and certain other actions as required by law or ordinance. (§3-17-3 NMSA 1978).
- (f) A member of the City Commission shall recuse himself/herself from participating in a particular item on the agenda when such member 1) has a conflict of interest as described in the Government Conduct Act, 10-16-1, et seq., or 2) the totality of circumstances would create a reasonable public perception that such member cannot participate in that particular item in a fair and impartial manner. In such event, the member shall explain his/her reasoning prior to the item being discussed by the City Commission. The recusing member shall then remove himself/herself from the City Commission chambers prior to the commencement of any discussion of that particular agenda item, and shall not vote on such item.

RULE 18 DECORUM

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

RULE 19 COMMITTEES

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

(a) Special ad Hoc Citizen Advisory Committees:

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

RULE 20 ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS

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

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

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

RULE 21 RESOLUTIONS

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

RULE 22 ORDINANCES

The procedure for ordinances are as follows:

- (a) Notice by publication of the title and subject matter of any ordinance proposed for adoption by the City Commission must take place at least two weeks prior to consideration of final action upon the ordinance in open session. This does not apply to ordinances dealing with an emergency declared by the Mayor to be an immediate danger to the public health, safety and welfare of the City, or to ordinances, the subject matter of which is amending a city-zoning map. The title of each ordinance shall in all cases be read prior to its passage; provided, should a majority of the City Commission members present request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available to interested persons during normal and regular business hours of the City Clerk upon request and payment of a reasonable charge beginning with the date of publication and continuing to the date of consideration by the City Commission.
- (b) If a Motion to pass an ordinance fails, any Commissioner may request the ordinance be put on a future agenda after six (6) months.
- (c) Any ordinance amending or repealing any portion of the City Code of Ordinances shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 23 PERMISSION REQUIRED TO ADDRESS THE COMMISSION

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

RULE 24 COMMISSION RELATIONS WITH BOARDS, COMMISSIONS AND ADVISORY COMMITTEES

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

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

RULE 25 PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE, TELEPHONE DEVICES – PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

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

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

**City of Truth or Consequences
Commission RULES OF PROCEDURE**



~~ADOPTED OCTOBER 24, 1994 – RESOLUTION NO. 10-94/95~~
~~AMENDED MAY 9, 2006 – RESOLUTION NO. 24-06/07~~
~~AMENDED JANUARY 26, 2010 – RESOLUTION NO. 19-09/10~~
~~AMENDED MAY 8, 2012 – RESOLUTION NO. 33-11/12~~
~~AMENDED SEPTEMBER 25, 2012 – RESOLUTION NO. 14-12/13~~
~~AMENDED MARCH 22, 2016~~
~~AMENDED APRIL 25, 2017~~
~~AMENDED AUGUST 23, 2017~~
~~AMENDED MARCH 14, 2018~~
~~AMENDED SEPTEMBER 26, 2018~~
~~AMENDED JANUARY 23, 2019~~
~~AMENDED AUGUST 14, 2019 – RESOLUTION NO. 14-19/20~~ Amended
November 17, 2021 RESOLUTION No. 14-19/20

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION RULES OF PROCEDURE**

SECTION 1 – GENERAL PROVISIONS

RULE 1. COMMISSION MEETING – LOCATION

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

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**CITY OF TRUTH OR CONSEQUENCES
COMMISSION RULES OF PROCEDURE**

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CITY OF TRUTH OR CONSEQUENCES COMMISSION RULES OF PROCEDURE

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

RULE 10. WORKSHOPS

Special Workshops, or regular City Commission meetings that may be canceled by the Presiding Officer in accordance with law, may be designed as Workshops where no official action is contemplated. Workshops may be conducted informally so long as such informality is not in conflict with these rules. The City Clerk, under the direction of the City Manager, shall arrange a City Commission Workshop agenda for the Workshop. The Workshop agenda shall, for each item, contain the Workshop Item. After the proposed Workshop agenda has been approved by the City Manager, an electronic copy

CITY OF TRUTH OR CONSEQUENCES COMMISSION RULES OF PROCEDURE

of it along with any supporting materials shall be prepared for City Commission members, the City Manager, the City Clerk and the press at least *seventy-two (72)* hours before the City Commission Workshop. During the Workshop, the Presiding Officer may; 1) introduce the subject and give background information; 2) identify the eventual goal of the Workshop, and; 3) act as facilitator to keep the meeting discussion focused to the subject.

RULE 11. CITY MANAGER

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

RULE 12. CITY CLERK

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

RULE 13. FORMS OF ADDRESS

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

RULE 14. APPEARANCE OF FAIRNESS DOCTRINE

~~Appearance of Fairness Doctrine and its Application.~~

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

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

CITY OF TRUTH OR CONSEQUENCES COMMISSION RULES OF PROCEDURE

~~may exist? With the prior enactment and passage of Rule 18 (f), the City Commission has determined that it no longer needs inclusion of this Doctrine.~~

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

RULE 15. RULES OF ORDER

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

RULE 16. ORDER OF BUSINESS

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

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

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

A. Call to Order by the Presiding Officer

B. Introduction

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

C. Presentations (10 Minutes)

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

E. ReportsResponse to Public Comments

- 1. City Manager**
- 2. City Attorney**

**CITY OF TRUTH OR CONSEQUENCES
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3. City Commissioners

F. Consent Calendar

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

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

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

~~I. Unfinished Business~~

~~J.1. New Business~~

~~K. Reports~~

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

(k) Executive Session (~~Taken action as needed~~)

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

(m) Adjournment

**CITY OF TRUTH OR CONSEQUENCES
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RULE 17. ACTIONS FOR “COMMENTS FROM THE PUBLIC” OR A PUBLIC HEARING

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

During the first Regular Meeting of each month any member of the public may sign up with the City Clerk to request time to address the City Commission. The Presiding Officer in his/her discretion may then allow the comments, subject to a time limitation of three (3) minutes. Following such comments, the City Commission may place the matter on a future agenda, or refer the matter to the City Manager for investigation and report. ~~After the close of all public comments, the City Commissioners may immediately respond to the public comments or respond to the public comments during the “Response to Public comment” section at the next regularly scheduled City Commission Meeting.~~

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

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

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

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

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

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

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

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

CITY OF TRUTH OR CONSEQUENCES COMMISSION RULES OF PROCEDURE

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

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

~~The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groups (i.e. proponents, opponents, adjacent owners, vested interests, etc.).~~ In public hearings that are of a quasi-judicial nature, the City Commission shall follow the "Battershell" process. However, the following shall be determined to be a reasonable guide.

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

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- (j) The Presiding Officer closes the public hearing.

RULE 18. VOTING

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

- (a) Each Commissioner in attendance must vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which abstention is recognized. (See 18.f)
- (b) Unless otherwise provided for by statute, a Roll call vote shall be taken for final adoption of ordinances, resolutions, and to adjourn into Executive Session by the Clerk.
- (c) In case of a tie in votes on any proposal, any Commissioner may request the item be put on the next agenda.
- (d) Every member who was in the City Commission chambers when the question was put, shall give their vote unless the City Commission, for special reasons, shall excuse the member by motion or unless the City Commission member is excused in accordance with Rule 7. A City Commission member who “abstains” will be recorded as neither an “aye” or “nay” vote.
- (e) A majority vote of all the members of the City Commission is required to adopt an ordinance or resolution and certain other actions as required by law or ordinance. (§3-17-3 NMSA 1978).
- (f) A member of the City Commission shall recuse himself/herself from participating in a particular item on the agenda when such member 1) has a conflict of interest as described in the Government Conduct Act, 10-16-1, et seq., or 2) the totality of circumstances would create a reasonable public perception that such member cannot participate in that particular item in a fair and impartial manner. In such event, the member shall explain his/her reasoning prior to the item being discussed by the City Commission. The recusing member shall then remove himself/herself from the City Commission chambers prior to the commencement of any discussion of that particular agenda item, and shall not vote on such item.

RULE 19. DECORUM

- (a) Members of the City Commission shall confine their remarks to the question under discussion or debate, avoiding personal references or attacks on fellow members, staff members or members of the public. No member of the City Commission shall engage in private discourse or commit any other act tending to distract the attention of the Governing body from the business before it.

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- (b) A member who resorts to persistent irrelevance or persistent repetition may be directed to discontinue his speech by the presiding officer.
- (c) Point of Order. A Commissioner may call attention to the violation of the rules or a mistake in procedure by raising a point of order. The presiding officer may permit a full explanation before ruling on the claim and may submit the question to the Governing Body for decision by a majority vote.

RULE 20. COMMITTEES

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

- (a) Special ad Hoc Citizen Advisory Committees:

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

RULE 21. ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS

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

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

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

RULE 22. RESOLUTIONS

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

RULE 23. ORDINANCES

The procedure for ordinances are as follows:

- (a) Notice by publication of the title and subject matter of any ordinance proposed for adoption by the City Commission must take place at least two weeks prior to consideration of final action upon the ordinance in open session. This does not apply to ordinances dealing with an emergency declared by the Mayor to be an immediate danger to the public health, safety and welfare of the City, or to ordinances, the subject matter of which is amending a city-zoning map. The title of each ordinance shall in all cases be read prior to its passage; provided, should a majority of the City Commission members present request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available to interested persons during normal and regular business hours of the City Clerk upon request and payment of a reasonable charge beginning with the date of publication and continuing to the date of consideration by the City Commission.
- (b) If a Motion to pass an ordinance fails, any Commissioner may request the ordinance be put on a future agenda after six (6) months.
- (c) Any ordinance amending or repealing any portion of the City Code of Ordinances shall also amend or repeal the respective portions of any underlying ordinance(s).

RULE 24. PERMISSION REQUIRED TO ADDRESS THE COMMISSION

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

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

All boards, commissions and City Commission citizen advisory bodies shall provide the City Commission with copies of any minutes taken of meetings. Communications from

**CITY OF TRUTH OR CONSEQUENCES
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such boards, commissions and bodies to the City Commission shall be recorded in the minutes as follows.

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

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

No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, floodlights, or similar artificial illumination, or telephone devices shall be used at City Commission Meetings without the consent of the Presiding Officer or a majority of the City Commission. All cellular telephones shall be either turned off or placed on a non-audio setting. Reasonable effort shall be made to accommodate the use of audio and video recording devices.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: G.4

SUBJECT: Resolution 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 8, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Bruce Swingle (Paige Wolfrom, Mario Juarez-Infante, Wilson & Company, Inc)

Summary/Background: City Commission approved submission of a completed application for Financial Assistance to NMFA for the purpose of a Riverfront Economic Feasibility Study July 24, 2019. Funding was awarded May 29, 2020. Study is completed and draft is ready to be presented to Commission.

Recommendation:

Approve Resolution 37 21/22 Adopting the City of Truth or Consequences Riverfront Economic Feasibility Study

Attachments:

- City of Truth or Consequences Riverfront Economic Feasibility Study - *Draft*
- Resolution 37 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 11-17-2021



RESOLUTION No. 37 21/22

A RESOLUTION ADOPTING THE CITY OF TRUTH OR CONSEQUENCES RIVERFRONT ECONOMIC FEASIBILITY STUDY

WHEREAS, representatives from the City of Truth or Consequences participated in the City of Truth or Consequences Riverfront Economic Feasibility Study; and

WHEREAS, this feasibility study is specific to the following study area: along the Rio Grande, between the intersection of NM 187 and B074 (Old Ladder Ranch Road) in Williamsburg, New Mexico and the intersection of Third Avenue and NM 179 in Truth or Consequences, New Mexico (Sierra County); and

WHEREAS, the purpose of the City of Truth or Consequences Economic Feasibility Study is to analyze the feasibility of outdoor recreational facilities and economic development along the Rio Grande corridor in Truth or Consequences, New Mexico; and

WHEREAS, the City, with assistance from consultants, stakeholders, and the public, identified and evaluated several recommended concepts related to the growing outdoor recreation market in New Mexico; and

WHEREAS, the City believes that the study is an essential document that will guide planning, policy decisions, and the allocation of financial and staff resources; and

WHEREAS, the study suggests several funding options with which to achieve the proposed changes and improvements to the study area.

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 Economic Feasibility Study; 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 17th day of November 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela Torres, City Clerk



City of Truth or
Consequences
Riverfront
Economic
Feasibility Study

November 2021



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Executive Summary

The Study team was tasked with analyzing the feasibility of recreational facilities and economic development along the Rio Grande corridor in Truth or Consequences, New Mexico. Due to several factors, the area is viewed as a potential focus area for outdoor recreation-focused economic development that would support and harness the growing momentum in Sierra County related to the outdoor recreation economy.

The Study Area south of the Rio Grande is currently vacant because of the lack of utility connections across the river. A proposed bridge crossing (vehicular with sidewalk) would provide an opportunity to expand the development of outdoor recreation facilities to the south of the Rio Grande, expanding the overall outdoor recreation market within the City. Analysis of the Truth or Consequences outdoor recreation economy shows that the industry contributes a very small part to the overall local economy. However, the analysis also supports assessments from previous planning efforts that substantial opportunity exists in the City for additional outdoor-related economic development.

The preliminary analysis of the Study Area indicates that notable opportunities exist for projects that could support the community's goal of growing its outdoor recreation economy. The Study identifies a development vision that includes concepts such as a riverfront park, campground, light commercial land uses such as a small-scale restaurant or café, local shops, or recreation-related shops. Additional concepts include a bicycle loop connecting two outdoor recreation hubs, outdoor sport fields, a new playground facility, improved wayfinding and educational signage, and more. By expanding development to the south of the Rio Grande, opportunity would be created to tie outdoor recreation-supportive businesses with the existing residential platted parcels. A bridge crossing to the south side of the River would allow residents and visitors to take advantage of the plentiful recreation opportunities along both sides of the Rio Grande. The public survey, which is described in detail in the report, suggests that only three percent of individuals would *not* like to see any changes within the Study Area, while 97 percent would like to see changes of some type (trails, crossings, development, etc.). While residents expressed concern over development along the River, the majority of surveyed individuals would like to see changes within the Study Area.

The Study does not identify any major barriers to development in the Study Area, however environmental analysis should occur prior to development. The Study provides a list of proposed concepts that the City and private developers can undertake to implement the development vision, as well as a high-level cost estimate for these proposed projects.

Figure 1. Regional Location Map

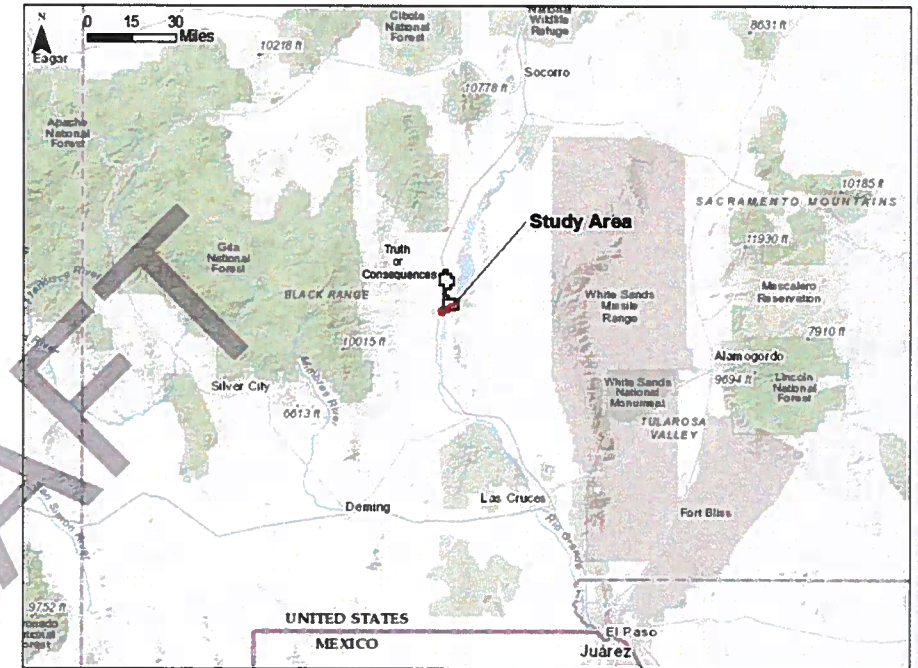
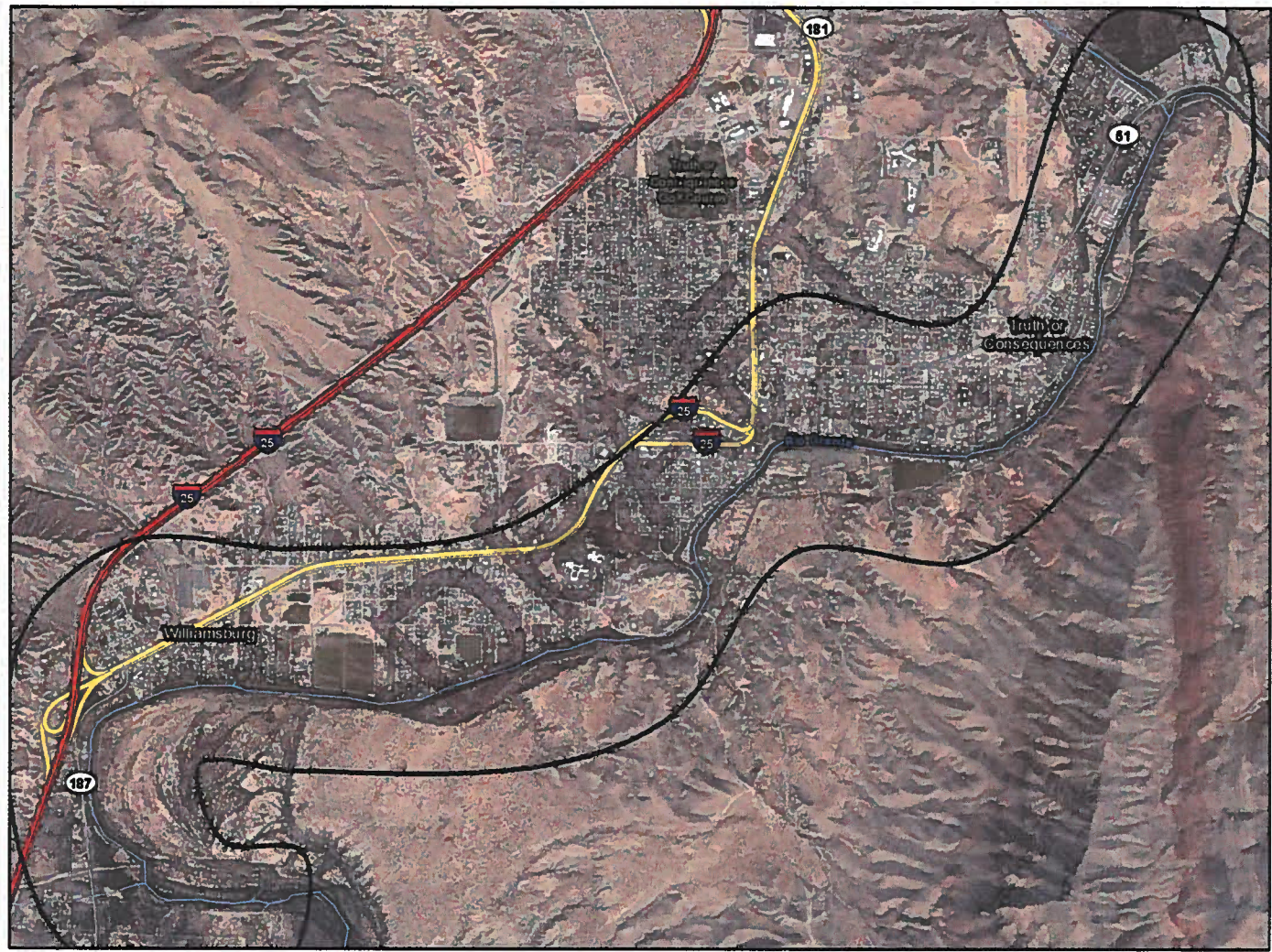


Figure 2. Study Area Map



1. GENERAL PROJECT INFORMATION

1.1 Description and Purpose

The Truth or Consequences Riverfront Economic Feasibility Study will assist the City of Truth or Consequences (City) to properly plan future infrastructure investments and tie into regional economic development and recreational opportunities. This Study examines the feasibility of outdoor-recreation focused development within the Study Area. This development would potentially help the City capture the growing outdoor recreation market while tying into regional momentum around outdoor recreation as well.

1.2 Study Area

The Study Area consists of the area along the Rio Grande, between the intersection of NM 187 and 8074 (Old Ladder Ranch Road) in Williamsburg, New Mexico and the intersection of Third Avenue and NM 179 in Truth or Consequences, New Mexico, shown in **Figure 2** below. This area is approximately seven miles in length. Truth or Consequences is located east of the Village of Williamsburg and southwest of the City of Elephant Butte. **Figure 3** shows the vacant land in the Study Area facing the utility lines. The unpaved roadway near the Rio Grande is shown in **Figure 4**, and the Rio Grande facing south is shown in **Figure 5**.

Figure 3. Study Area Facing Utility Lines



Figure 4. Unpaved Roadway Along Rio Grande in Study Area



Figure 5. Study Area Facing South Side of the Rio Grande



1.3 Vision, Goals, and Objectives

1.3.1 Community Goals

The larger vision that this Study aims to support is that of establishing Truth or Consequences as a destination for outdoor recreation. Specific goals that have been identified to implement that vision include:

- Improving infrastructure for outdoor recreation activities in Truth or Consequences
- Expanding opportunities for outdoor recreation-supportive businesses in the City
- Enhance the visibility of Truth or Consequences as an outdoor recreation destination

1.3.2 Goals & Objectives of the Study

The goals of the Study process include the following:

- Identify existing conditions within the City of Truth or Consequences and within the Study Area, with a focus on identifying opportunities around outdoor recreation and economic development
- Evaluate the local economy market conditions for gaps and opportunities, especially related to outdoor recreation
- Gather resident and stakeholder input regarding outdoor recreation opportunities and economic development within the Study Area
- Establish a concept for development in the Study Area and evaluate the feasibility of the concept
- Provide a high-level cost estimate and implementation plan for the development concept

1.4 Community Participation Process

Through the community and stakeholder participation process, a vision for the Study Area was identified, which reflects and presents opportunities to serve as an inspiration for the community's future.

The participation process for this Economic Feasibility Study included a stakeholder group of eighteen members who participated in two stakeholder meetings throughout the project. These stakeholders ranged from local business owners to County Economic Development Directors, and each one helped identify issues in the Study Area and provided input on the project vision, goals, and development concept. Because of the ongoing Coronavirus pandemic, all stakeholder meetings were held virtually. In addition to the two virtual stakeholder meetings, an in-person public open house was held on Thursday, June 24th at the City Commission Chambers. During the open house, residents of the City shared their opinions and concerns about the proposed concepts. This input was taken into consideration and edits were made to the proposed concepts, including additional environmental analysis, additional trash receptacles, more outdoor recreation opportunities, and a bridge crossing to the south side of the Rio Grande.

Following the open house, a public survey was created to assess resident and other stakeholder sentiment regarding future development within the Study Area. The public survey was introduced and launched

electronically online via a Quick Response (QR) code, as well as physical copies that were made available in residents' monthly utility bills throughout the month of August. This public survey was available to anyone interested in sharing their opinions. Questions on the public survey addressed concerns such as what recreational amenities individuals would like to see in the Study Area, and what opportunities are available to foster economic development, commercial development opportunities, and more. A copy of the public survey and survey responses can be seen in **Appendix A** and are described in more detail in **Section 4.1**

2. EXISTING CONDITIONS and ASSET INVENTORY

2.1 Land Use and Zoning

Truth or Consequences consists of primarily residential and commercial land uses, shown in **Figure 6**. Development is located on the north side of the Rio Grande, east of Interstate 25. The existing land use primarily consists of single-family residential neighborhoods, with a few main areas of commercial development located along the major roadways in the City, north of the Rio Grande. There are large areas of the City that are undeveloped to the west of I-25 and south of the river, consisting mostly of mountainous land. The 2014 Downtown Master Plan/Metropolitan Redevelopment Plan recommended that the City update its zoning map to enhance the downtown historic retail shopping corridor to be more pedestrian oriented. This zoning change would permit mixed use residential buildings and less parking. By doing so, it would attract more people to walk the streets of the downtown area, and in turn attract individuals into the shops and restaurants along the corridor.

The 2014 Comprehensive Plan existing land use map (see **Figure 6**) shows commercial corridors along Main Street (**Figure 7**), I-25 Business Loop/Broadway Street/Date Street and NM-51/Third Avenue, all of which remain commercial land uses.

Figure 6. Existing Land Use

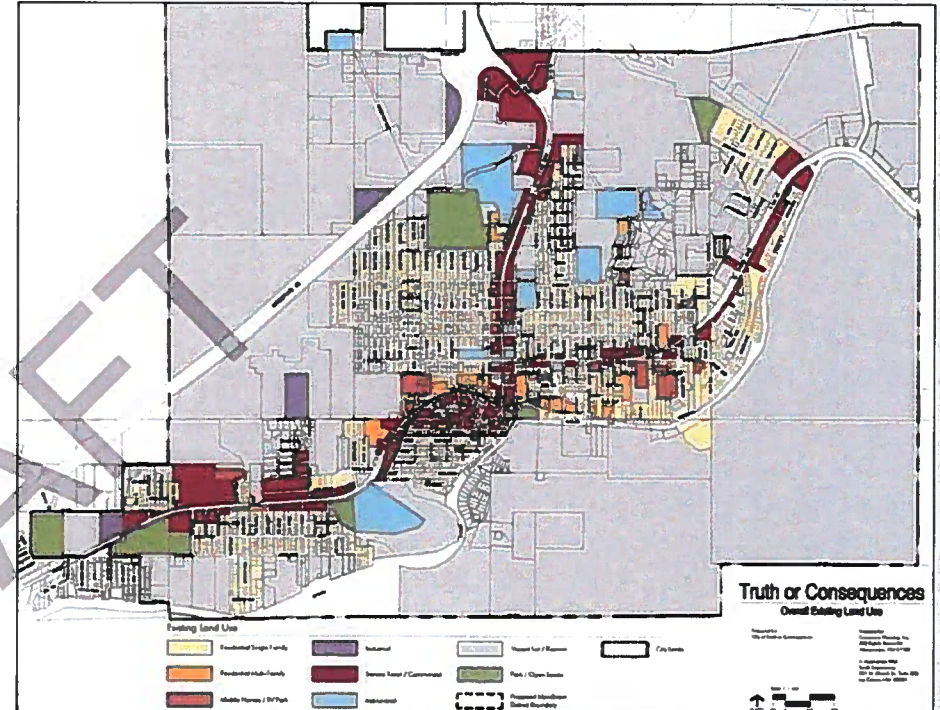


Figure 7. Downtown TorC along Main Avenue



Figure 8 shows the existing zoning in the City. Within the Study Area, zoning consists mostly of residential along the Rio Grande, M-1 (Light Manufacturing) behind Veterans Memorial Park, and T-1 (Transition District) south of the Rio Grande. Light Manufacturing zoning consists of 92 uses including but not limited to hardware stores, welding shops, warehousing and storage, mining and mineral excavation, roofing and sheet metal shops. The M-1 zone allows for 10 special uses as well as 14 conditional uses to include adult entertainment, theatres, banks, and body shops. The Transition District allows for “a low density semi-rural residential district comprised primarily of single-family frame and manufactured housing units. This is a temporary classification intended to allow development of a predominantly undeveloped area” (Comprehensive Plan, pg. 28). Existing conditions within the Study Area are shown in Figure 9.

Figure 8. Existing Zoning

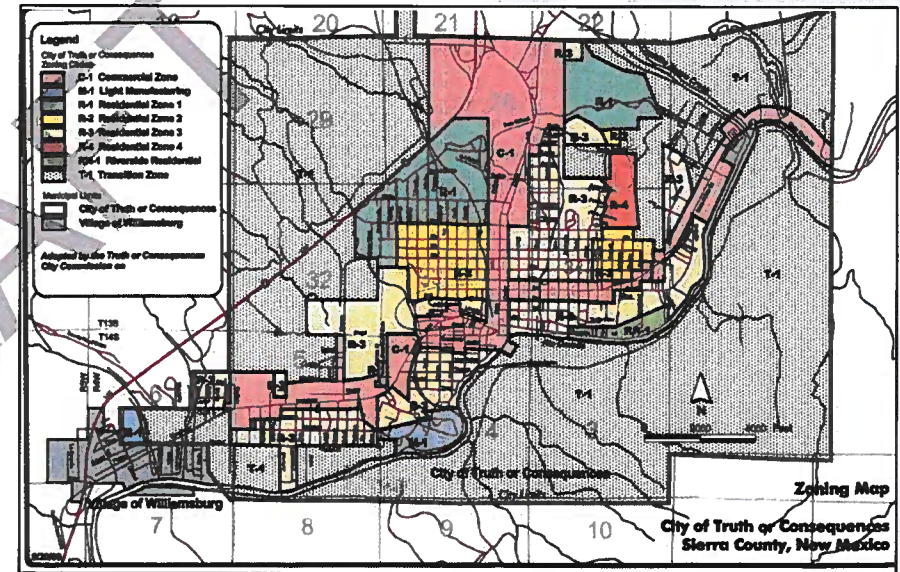
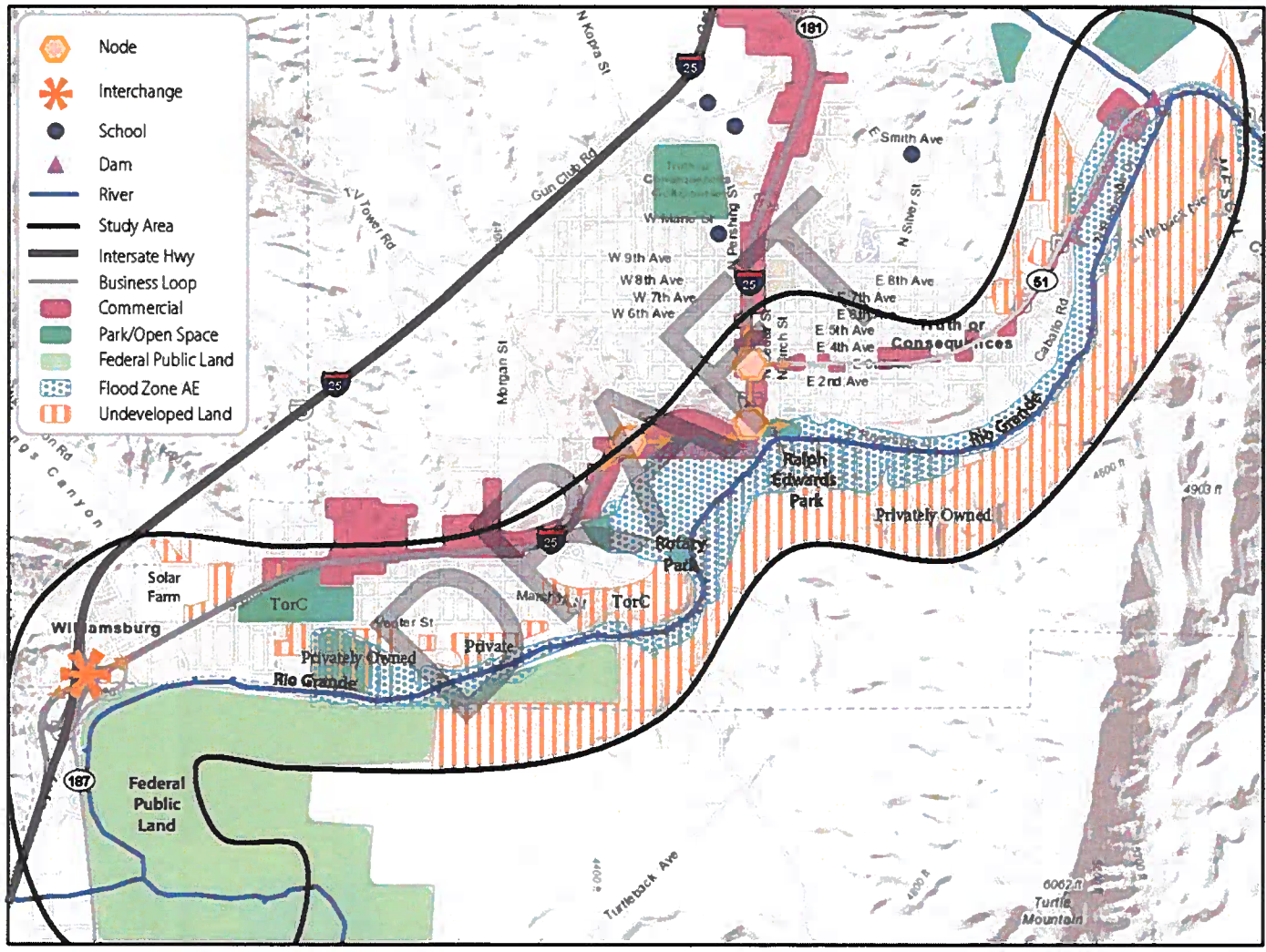
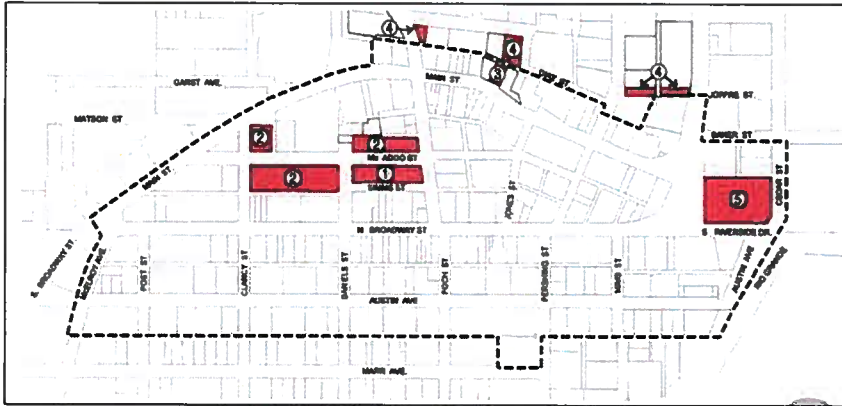


Figure 9. Existing Conditions within the Study Area



The Main Street District and the Metropolitan Redevelopment Plan boundary streets are Main Street on the north, Cedar Street and the Rio Grande on the east, midblock between Austin Street and Marr Avenue on the south, and McElroy Avenue on the west. The City owns five parcels in this area, displayed in **Figure 10**. Below

Figure 10. City-Owned Parcels in the Mainstreet District



Source: Downtown Master Plan, pg. 33

The Main Street District in Truth or Consequences includes commercial retail with a mix of small businesses, restaurants, motels and hot spring spas. Broadway Street is the primary commercial retail corridor and contains a mix of building sizes. Based on the City's information, the majority of the two-story buildings are currently vacant and would make great mixed-use buildings, providing both residential and commercial land uses. Main Street has limited retail and restaurants, but several vacant buildings, providing a perfect opportunity to enhance the local shopping and restaurant scene in the area. In addition to the need for improved commercial land uses, several of the historic buildings in the City are in need of repair. Restoring these buildings will expand upon the historic draw to the City and will attract tourists to more than the Hot Springs. City-owned parcels within the Downtown area are shown in **Figure 10**, taken from the City's 2014 Downtown Master Plan/Metropolitan Redevelopment Plan.

2.2 Land Ownership

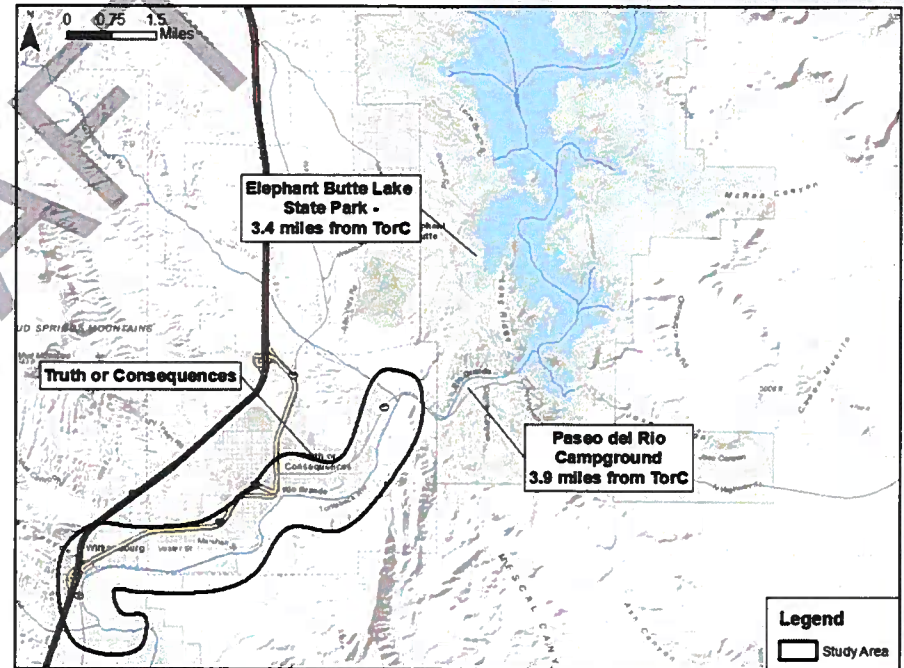
Most of the undeveloped land in Truth or Consequences, north of the Rio Grande, is privately owned, with the exception of the undeveloped land south of Rotary Park, which is owned by the City of Truth or Consequences. There are a few additional areas of undeveloped land which are owned by the City further east along the river, however these areas are much smaller in size. The undeveloped areas of land southeast of the river are privately owned, with several parcels being owned by the Rio Vista Land

Company LLC. The Bureau of Reclamation owns the large area of land south of the river and east of the NM-187.

2.3 Mobility Networks

Truth or Consequences is located along I-25. The City's proximity to the highway creates easy access to other nearby communities and attracts visitors to the City, making it a perfect destination for an outdoor recreation hub. Elephant Butte State Park and the surrounding mountains have attracted trail systems to pass near or through Truth or Consequences due to its close proximity.

Figure 11. Proximity to Nearby Outdoor Recreation Areas



The Healing Waters Trail (see **Figure 12**) is a 3-mile loop system through the historic hot springs spas in downtown Truth or Consequences to the Veterans Memorial Park, to the Rio Grande and back downtown. The loop includes trail markers near historic sites and is anchored by the Veteran's Memorial Park on the west and Ralph Edwards Park on the east.

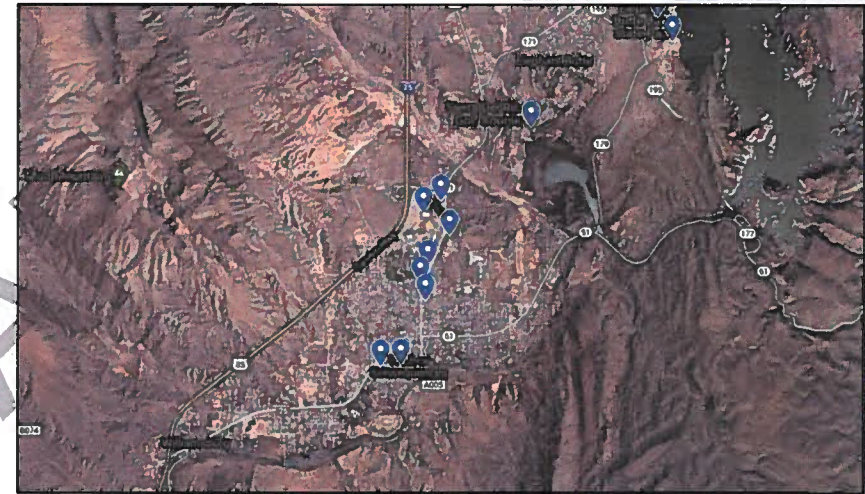
Figure 12. Healing Waters Trail



Source: <https://solotripsandtips.com/healing-waters-trail-torc-nm/>

Truth or Consequences currently does not have weekday public transportation that runs year-round. The Shuttle, sponsored by the City, Sierra County, and others, makes free trips between Truth or Consequences and Elephant Butte on the weekends from Memorial Day weekend through Labor Day weekend. The shuttle location stops are shown below in **Figure 13**. In addition to the shuttle, a 'Tesla Supercharger' station is located south of the Date Street and I-25 intersection.

Figure 13. Sierra County Shuttle Stop Locations



Source: <https://www.sierraco.org/sierra-county-shuttle/>

The Geronimo Trail National Scenic Byway, shown in **Figure 14** passes south of Truth or Consequences and along the west of Elephant Butte. This trail attracts visitors to the Geronimo Trail Scenic Byway Visitor's Center and the Geronimo Springs Museum in downtown Truth or Consequences.

Figure 14. Geronimo Trail Scenic Byway



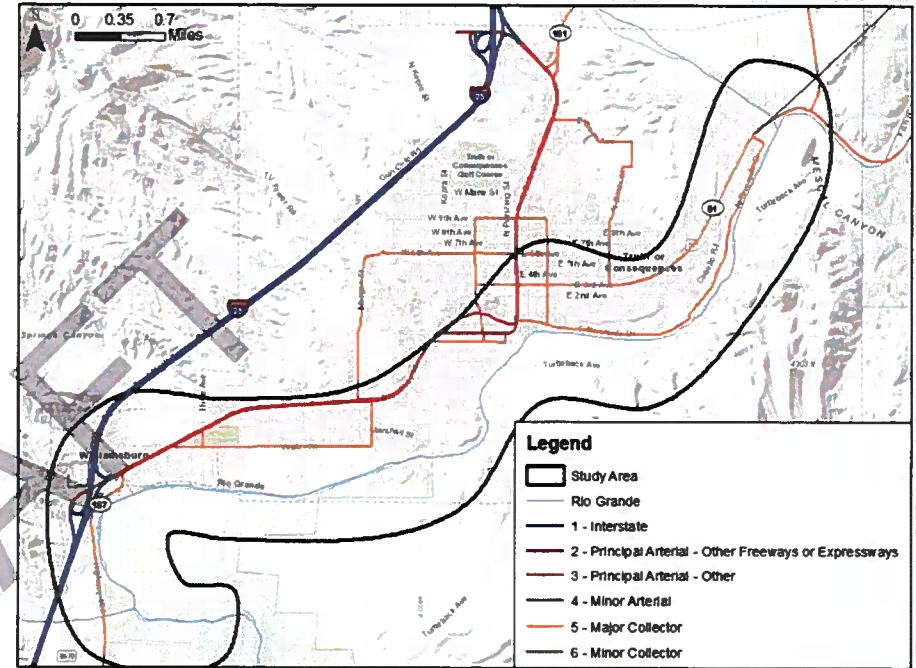
Source: Sierra County New Mexico, Geronimo Trail National Scenic Byway & The Lake Valley Back Country Byway

2.4 Transportation Infrastructure Ownership

The functional classification of roadways within the City are shown in **Figure 15**. New Mexico Department of Transportation (NMDOT) owns and maintains the roadway facilities shown in the figure to the right, while all other roadway facilities are owned and maintained by the City of Truth or Consequences.

The NMDOT District 1 controls Date/Main Street and Broadway Street, which represent the only streets in the community that include handicap ramps, according to the 2014 Comprehensive Plan.

Figure 15. Functional Classification Map



2.5 Community Anchors

According to the Federal Communications Commission (FCC), community and regional anchors are defined as "schools, libraries, medical and healthcare providers, public safety entities, community colleges, and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment, and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, the unemployed, and the aged" (Federal Communications Commission).

Community anchors are the backbone of a city and assist in the growth and development of the residents. Truth or Consequences has a variety of anchors, listed in **Table 1**. These range from educational facilities, medical facilities, and municipal buildings to parks (see **Figure 16**), social service centers, and entertainment. Within the City boundaries, there are two elementary schools, one middle school, and one high school. In addition, the City has day care and early education centers. The medical facilities include

home care and hospice, the Sierra Vista Hospital and helipad, and the Veterans Administration (VA) Clinic. Alongside the VA clinic, Truth or Consequences is also home to the New Mexico State Veterans Center. This center is located near the police department which works alongside other municipal facilities in the area to serve the residents of the community.

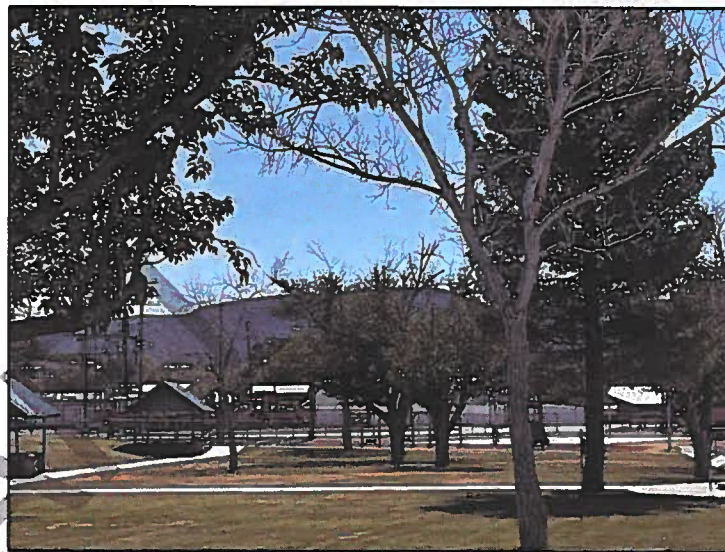
Truth or Consequences is gifted with natural open space both in and around the city. Parks include Ralph Edwards Park, Rotary Park, the Veterans Memorial Park, and the Carole Wheeler Dog Park. These parks are located adjacent to the Rio Grande, while the Healing Waters Plaza sits closer to City center.

In addition to community anchors, the Albert J. Lyon Event Center is used for conventions, fairs, and educational courses. In addition, the Geronimo Springs Museum showcases fossils, Apache artifacts, and other historic items.

Table 1. Community Anchors

Entertainment	Park/Plaza	School	Healthcare	Service Facility
Albert J Lyon Event Center	Veterans Memorial Park	Truth or Consequences Elementary School	Sierra Home Care and Hospice	New Mexico State Veterans Center
Geronimo Springs Museum	Ralph Edwards Park	Hot Springs High School	Sierra Vista Hospital & Helipad	Library
Spaceport America Visitor Center	Rotary Park	T or C Middle School	VA Truth or Consequences Clinic	Fire Dept
	Carole Wheeler Dog Park	TOTS Early Intervention	Ben Archer Health Center	Police Dept
	Healing Waters Plaza	Sierra Elementary Complex	Center for Vein Restoration – Truth or Consequences	Truth or Consequences Municipal Court
		Appletree Educational Center	Sierra Veterinary Services	Human Services – Social Services at 102 Barton Street
		Enchanted Child Development – Day care center		Housing Authority of T or C
				USPS
				Truth or Consequences Municipal Airport

Figure 16. Ralph Edwards Park in Truth or Consequences, NM



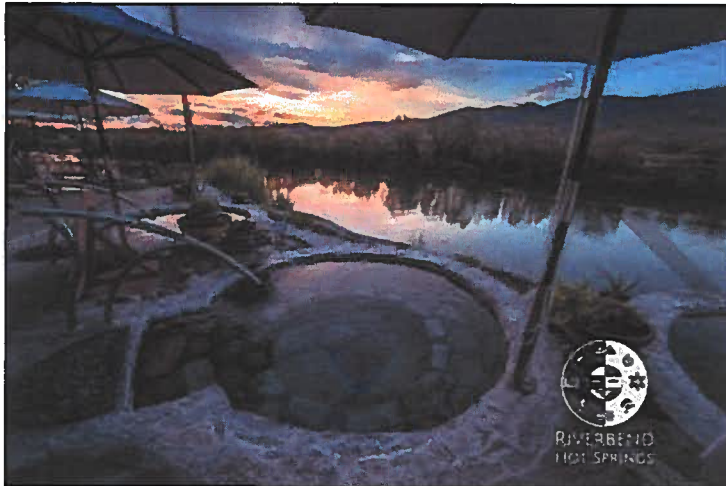
2.7 Community Attractions

Community attractions in the City range from annual events to weekly events and attract both locals as well as tourists. Some examples of attractions in Truth or Consequences are detailed below. The Downtown area near the Rio Grande is home to the Hot Springs Bathhouse Historic and Commercial District, hiking, watercraft rentals, and countless other outdoor recreation activities that have attracted tourists from all over the country. The following attractions are primary economic generators for the City's tourism market.

Hot Springs Bathhouse Historic and Commercial District

The City of Truth or Consequences originally developed in the late 1800s as a health resort, providing healing experiences to the many bathhouse visitors. Since the early 1930s, the City has attracted tourists from all over the country looking for affordable healing centers. The Historic District was placed on the National Register of Historic Places in 2005, and currently houses ten unique hot spring bathhouses all with their own range of accommodations. **Figure 17** shows the Riverbend Hot Springs in Truth or Consequences.

Figure 17. Riverbend Hot Springs in Truth or Consequences, NM



Source: <https://www.newmexico.org/listing/riverbend-hot-springs-mineral-springs-resort-7426-spa/2484/>

Truth or Consequences Fiesta

The City of Truth or Consequences got its name in 1950 as the result of a contest on Ralph Edwards' NBC radio quiz show, Truth or Consequences, where he announced that he would air the program on the 10th anniversary from the first town that renamed itself after the show. Once the City changed its name from Hot Springs, Ralph Edwards traveled to Truth or Consequences, New Mexico to celebrate "Truth or Consequences Fiesta" (shown in **Figure 18**). This event features the Miss Fiesta Beauty Pageant, Hatch Chile Queen, a parade, rodeos, a golf tournament, and more. More than 50 years later, Fiesta continues every May, generating tourism and financial benefit to the City.

Figure 18. Truth or Consequences Fiesta



Source: <https://www.sierracountynewmexico.info/annual-event/truth-or-consequences-fiesta/>

Spaceport America

Spaceport America (see *Figure 19*) is an active space test and launch facility located in southern New Mexico, approximately 25 miles from downtown Truth or Consequences. Spaceport was built in 2011 and is the world’s first purpose-built commercial spaceport. Tenants of Spaceport America include Virgin Galactic, SpaceX, UP Aerospace, and EnergeticX. The Spaceport America Visitor Center is located in downtown Truth or Consequences and is the starting point of the Spaceport facility tours. Spaceport America has created several jobs, promotes hotel and motel lodging in the City, and attracts tourists from all over to this first-of-its-kind attraction.

Figure 19. Spaceport America



Source: <https://www.sierracountynewmexico.info/attractions/spaceport-america-tours/>

Second Saturday Art Hop

Since 2005, on the second Saturday of every month, Truth or Consequences hosts the “Second Saturday Art Hop.” Downtown shops and galleries open their doors to the public from 6-9 PM to promote the local arts. This event includes artwork, performances, live music, food and beverage from the Truth or Consequences Brewery, and more, all of which have kept the tradition alive for nearly fifteen years.

2.8 Socioeconomic and Demographic Data

According to the U.S. Census demographic data, 2019 population estimates for Sierra County were 11,031, and 5,894 for Truth or Consequences, New Mexico. Sierra County population increased by nearly 85 percent between 1970 and 2000. Between 2000 and 2010, the population of both the City and Sierra County decreased 11.2 percent and 9.7 percent, respectively.

Roughly 51 percent of the population in Truth or Consequences is female, and 49 percent male, on par with that of Sierra County as a whole. White is the predominant race in the City, followed by White alone (not Hispanic or Latino), and then Hispanic or Latino, shown in *Table 2*.

The median household income (in 2019 dollars) for Truth or Consequences was \$23,988, \$5,000 lower than the Sierra County median household income of \$29,755. The percent of persons in poverty differed as well with Sierra County at 26.7 and Truth or Consequences at 33.4 percent.

Housing characteristics in Truth or Consequences are similar to those across Sierra County. Owner-occupied housing unit rates in the City are 44.7 percent compared to 50.5 percent in Sierra County and 62.6 percent in the State of New Mexico. The median value of owner-occupied housing units ranged from \$85,300 in Truth or Consequences to \$117,400 in Sierra County, and \$180,900 in New Mexico. The median gross rent in the City is \$493.00, \$537.00 for the County, and \$847 in the State. There are approximately 3,908 households in Truth or Consequences and an average of 1.91 persons per household. There are 5,609 individuals over the age of five in the City, and 17 percent speak a language other than English at home.

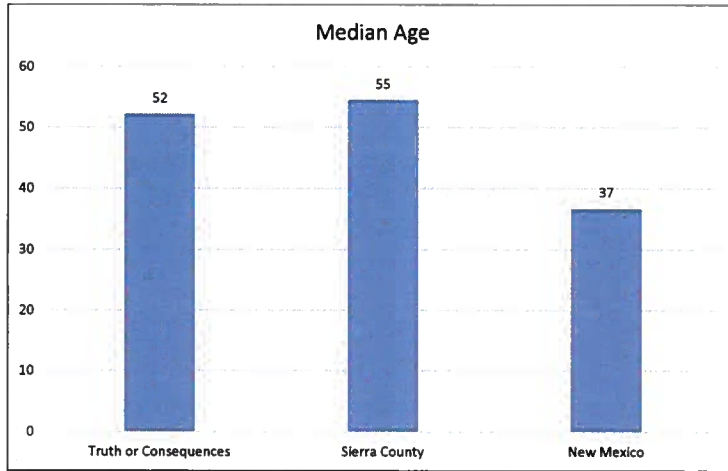
According to the American Community Survey 5-year estimates, Sierra County has a greater amount of outbound migration than inbound migration, and most of the outbound migration from Sierra County has moved to other counties within New Mexico. The counties listed as having the greatest amount of outbound migration from Sierra County are Torrance County (33.9 percent), Doña Ana County (17.8 percent), and Colfax County (14.5 percent).

Table 2. Race and Hispanic Origin

Race and Hispanic Origin	Percent of Truth or Consequences	Percent of Sierra County	Percent in New Mexico
White	83.7	92.4	81.9
White alone, not Hispanic or Latino	63.5	64.7	36.8
Hispanic or Latino, any race	29.4	30.4	49.3
American Indian and Alaska Native alone	8.1	6.1	11.0
Two or More Races	3.0	0.1	2.6
Asian alone	1.4	1.1	1.8
Black or African American alone	0.7	0.7	2.6
Native Hawaiian and Other Pacific Islander alone	0.0	0.0	0.2

Truth or Consequences has historically attracted retirees for its hot mineral springs, arts culture, and affordability. As shown in *Table 3*, the median age for the City is higher than New Mexico’s median age. Between 2000 and 2010, the median age had increased by 8.8 percent, from 48 to 52.2 years.

Table 3. Median Age



2.9 Employment & Available Skill Base

A comparison between Truth or Consequences, Sierra County, and New Mexico reveals a higher percentage of households in the City that have attained a high school diploma. While the number of Truth or Consequences households that have earned a bachelor's degree or higher, are similar to that of the County, the City continually lags behind the state as a whole. 2019 ACS data shows that roughly 80 percent of individuals in Truth or Consequences have a High School Diploma, while only 20 percent have a Bachelor's degree or higher. This lack of educational attainment in the City could prove influential to the potential new employers that may be attracted to the area.

Currently, there are no colleges or universities in Truth or Consequences. The nearest higher education schools are over 70 miles away; New Mexico Tech (NMT) in Socorro and New Mexico State University (NMSU) in Las Cruces. A large majority of the population of the City is comprised of older adults, however, a higher education school could attract younger individuals and provide additional employment opportunities for the residents.

The United States Census Bureau's On The Map 2018 statistics show that there were 3,508 jobs in 2018 in Truth or Consequences. Of those that work in Truth or Consequences, 1,195 are employed in Truth or Consequences and live outside Truth or Consequences, 1,191 live in Truth or Consequences and are employed outside Truth or Consequences, and 1,122 are employed and live in Truth or Consequences, shown in **Figure 20** to the right.

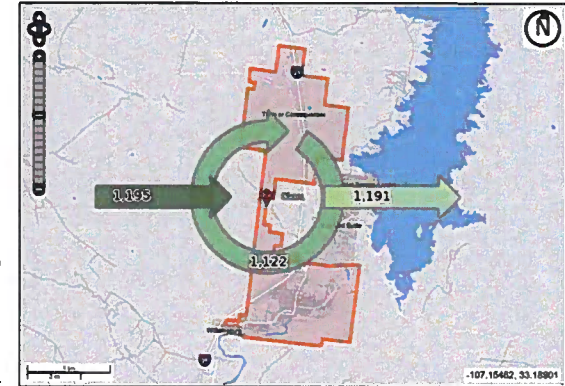
Approximately 9.8 percent of workers in Truth or Consequences were age 29 or younger, 22.3 percent were ages 30 to 54, and 11.8 percent

were 55 or older. 1,373 (46.0 percent) workers are male, and 1,610 (54.0 percent) workers are female. **Table 4** below shows the breakdown of workers in the City by race. Of these races, 60 percent identify as not Hispanic or Latino, and 37 percent identify as Hispanic or Latino.

80.2 percent of the population 25 years and over living in Truth or Consequences are a High School graduate or higher, compared to 84.0 percent in Sierra County as a whole. In addition, 19.8 percent have a Bachelor's Degree or higher, while 21.1 percent hold the same in Sierra County. 77.1 percent of households in Truth or Consequences have a computer, but only 64.8 percent of those have a broadband internet subscription. **Figure 21** depicts the density of jobs within the City, and shows that the majority of jobs are located along 1st Street. Jobs in Truth or Consequences vary from public administration to retail trade, to educational services.

The economy of Truth or Consequences employs 1,960 people. Employment in the City declined from 2018 to 2019 at a rate of 5.59 percent, from 2,070 (DataUSA). The most common job groups, by number of people living in Truth or Consequences, NM, are Management Occupations (262 people), Office & Administrative Support Occupations (204 people), and Food Preparation & Serving Related Occupations (150 people). **Table 4** illustrates the share breakdown of the primary jobs held by residents of Truth or Consequences, NM. The largest employment industries in the City include Health Care & Social Assistance (577 people), Retail Trade (211 people), and Construction (184 people). The highest paying industries include Public Administration (\$54,750), Administrative & Support & Waste Management Services (\$43,611), and Professional, Scientific, & Management, & Administrative & Waste Management Services (\$42,917) (Census Geography Profile). **Table 5** displays the North American Industry Classification System (NAICS) industry sector breakdown for jobs within the City.

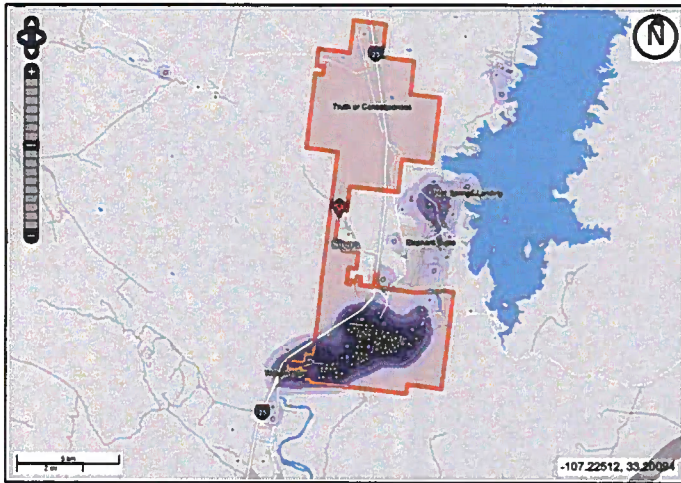
Figure 20. Employment Estimates



Source: OnTheMap

New Mexico's outdoor recreation economy as a whole supports 33,500 jobs as of 2017. Those jobs include several types of professions, including 443 that were employed in professional and business services, 702 employed in construction, 385 employed in manufacturing, and 563 employed in transportation and warehousing. The fastest growing sectors related to outdoor recreation in New Mexico include real estate with 31 percent growth, followed by arts, entertainment, and recreation with 28 percent growth, and educational services and non-durable goods manufacturing tied with 24 percent growth (Outdoor Recreation and New Mexico's Economy).

Figure 21. Jobs per Square Mile



Source: OnTheMap

Table 4. Jobs by Worker Race

Jobs by Worker Race	Percent of Truth or Consequences	Percent of Sierra County	Percent of New Mexico
White Alone	NA	91.1	83.3
Black or African American Alone	NA	1.6	2.9
American Indian or Alaska Native Alone	NA	2.6	9.3
Asian Alone	NA	2.2	2.2
Native Hawaiian or Other Pacific Islander Alone	NA	0.0	0.2
Two or More Race Groups	NA	2.5	2.1

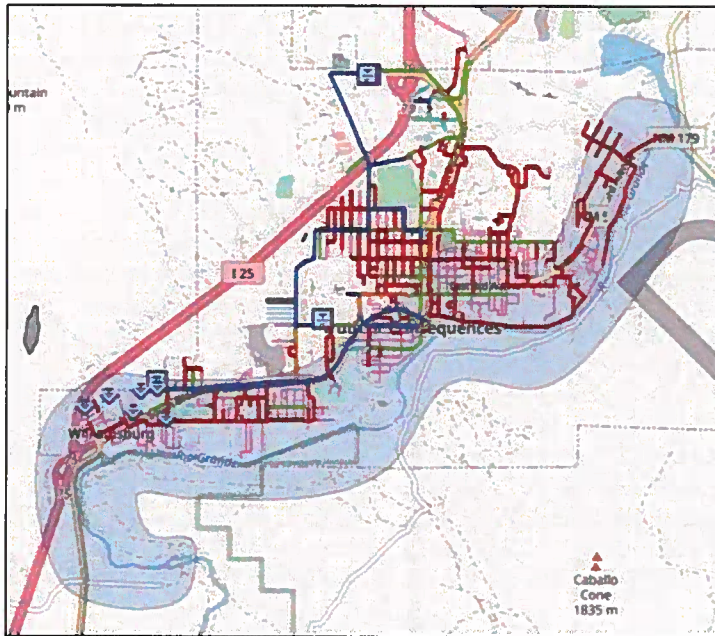
Table 5. NAICS Industry Sector Jobs

Jobs in Truth or Consequences by NAICS Industry Sector	Percent of Truth or Consequences	Percent of Sierra County	Percent in New Mexico
Agriculture, Forestry, Fishing and Hunting	0.0	7.1	1.3
Mining, Quarrying, and Oil and Gas Extraction	0.0	0.9	2.9
Utilities	2.4	1.2	0.8
Construction	9.4	6.2	6.3
Manufacturing	1.4	2.1	3.4
Wholesale Trade	0.4	0.3	2.6
Retail Trade	10.8	11.4	11.5
Transportation and Warehousing	2.4, includes Utilities	0.3	2.6
Information	2.5	0.7	1.8
Finance and Insurance	2.8	1.4	2.9
Real Estate and Rental and Leasing	Combined with above	0.8	1.3
Professional, Scientific, and Technical Services	5.6	1.5	7.2
Management of Companies and Enterprises	Combined with above, 5.6	0.0	0.8
Administration & Support, Waste Management and Remediation	5.6	1.9	5.6
Educational Services	38.8	8.3	9.6
Health Care and Social Assistance	Combined with above, 38.8	29.6	17.3
Arts, Entertainment, and Recreation	16.9	2.1	2.0
Accommodation and Food Services	Combined with above, 16.9	13.3	11.3
Other Services (excluding Public Administration)	5.6	1.8	2.6
Public Administration	3.6	9.1	6.3

2.10 Existing Water Supply

The City of Truth or Consequences owns and operates a municipal community water system with 3,538 service connections. The City of Truth or Consequences also extends service to the Village of Williamsburg, directly southwest. The City operates four community ground water wells in the southern section of the city and pumps it to the Cook Street facility, which pumps the water to the Morgan Street facility, and then finally pumps the water to the upper storage tanks in the northern section of the City. The Riverfront Study Area along the Rio Grande would have access to adequate water service on the north side of the Rio Grande until just before the Williamsburg I-25 interchange at Exit 75. South of Exit 75, there is currently no water distribution system, but the water system could be expanded to service this area. There is no water service currently on the south side of the Rio Grande in the Study Area. The water distribution system east of Daniels Street, along West and East Riverside Drive has 6" waterline but is planned to be replaced with 8" waterline as funding becomes available. West of Daniels Street, there are water lines that extend down to the river less frequently, which would increase the cost to provide water service in these areas along the river. **Figure 22** details the existing water supply in the City.

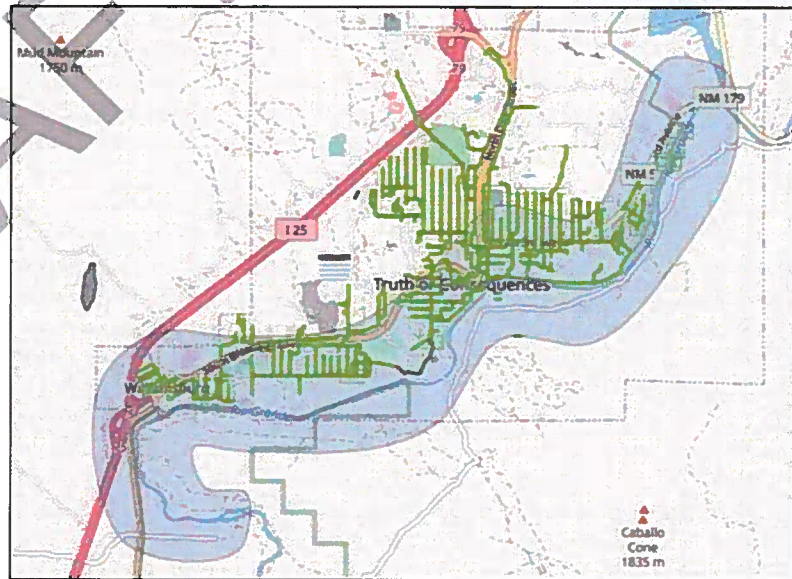
Figure 22. Existing Water Supply



2.11 Existing Sewer Collection System

The City of Truth or Consequences owns and operates a municipal community sewer collection system and a Wastewater Treatment facility that discharges into the Rio Grande. The collection system consists of mainly gravity collection with a section on the east side along the Rio Grande that utilize a vacuum sewer collection system. The Study Area along the Rio Grande would have access to the sewer collection system on the north side of the Rio Grande until just before the Williamsburg I-25 interchange at Exit 75. The reality is that any facilities between the current collection system and the river would require new sewer infrastructure to be able to get the sewer to the existing system, via lift station or vacuum sewer collection system. Additionally, each individual facility near the river could be fitted with an individual lift station. South of Exit 75 there is currently no sewer collection system, as well as no sewer collection system currently on the south side of the Rio Grande in the Study Area. **Figure 23** details the existing sewer collection system in the City.

Figure 23. Existing Sewer Collection System



3. GAPS and MARKET ANALYSIS

The purpose of the Gaps and Market Analysis section is to provide an understanding of the recreational trends and the strengths and weaknesses for the City of Truth or Consequences. This analysis will provide the City with potential opportunities to expand and better brand the outdoor recreation market along the Rio Grande.

3.1 Commercial Outdoor Recreation Market Conditions

The outdoor recreation economy is an important sector for New Mexico. Although the sector is smaller in the state than in neighboring states, it is showing growth and is receiving fresh attention and support from government. The state’s extensive outdoor assets show that there is significant room for growth, leaving Truth or Consequences well positioned to take advantage of this opportunity.

3.1.1 The Outdoor Recreation Economy

Outdoor recreation is big business in the United States, with \$460 billion in value-added contribution¹ to national gross domestic product (GDP) in 2019, according to the U.S. Bureau of Economic Analysis (2020 ORSA). Although this is just 2.1 percent of GDP, the industry contributes twice as much to GDP as oil & gas exploration and five times more than the air travel industry, according to the State Outdoor Business Alliance network (SOBAN p. 3). Meanwhile, research has shown that the industry can be resilient to economic downturns, with the industry-related spending increasing in the wake of the Great Recession, although the industry suffered during the recent coronavirus pandemic (OIA, p. 10; ORR).

Table 6 lists activities considered to be outdoor recreation, based on information from the Outdoor Industry Association (OIA) and the BEA. Much of the economic activity related to outdoor recreation comes from consumer spending, but spending extends well beyond purchases directly related to engaging in an outdoor activity. According to the OIA, spending occurs in two forms: “the purchase of gear and vehicles, and dollars spent on trips and travel” (2012, p. 6). Approximately 20 percent of spending is on equipment; 80 percent is on activities associated with travel, including dining, transportation, entertainment, lodging, and souvenirs. As the OIA states, this means that for every dollar spent on the equipment needed for outdoor recreation activities, another four are spent on a wide variety of other supporting activities or products. This consumer demand subsequently drives a number of other supporting activities throughout the economy, including product development, marketing, wholesale sales, warehousing and logistics, and construction (p. 7).

¹Value-added contribution: Gross receipts minus the cost of goods and services purchased from other firms. Value added is summed for all firms/industries to determine national gross domestic product (GDP).

Table 6. Outdoor Recreation Activities

Bicycling	Motorcycle riding	Trail
Paved-road Off-road	On-road Off-road	Trail running, unpaved Day hiking, unpaved Backpacking Rock climbing Horseback riding
Camping	Off-roading	Watersports
RV campground Tent campground Rustic lodging	ATV OHV Dune buggies Jeeping	Kayaking Stand-up paddling Rafting Canoeing Boating (motorized)
Fishing	Snow sports	Wildlife viewing
Recreational fly Recreational non-fly Fishing from a boat	Downhill skiing Snowboarding Cross-country skiing or Nordic skiing Snowshoeing Snowmobiling	Bird watching Other wildlife watching
Hunting	Other	
Shotgun Rifle Bow	Festivals/Sporting events/Concerts GuidedTours/Outfitted Travel Golf Tennis	

Source: OIA & BEA

3.1.2 Outdoor Recreation in New Mexico

Outdoor recreation in New Mexico directly supports 33,500 jobs and supports the economy with roughly \$1.2 billion in spending. Around 65 percent of state residents participate in outdoor recreation, according to the state’s Outdoor Recreation Division (2020). RVing, equestrian, and snow activities were the activities that saw the largest related spending in 2019 (BEA ORSA).

Although New Mexico is to some extent known for its outdoor spaces and recreation opportunities, reflected prominently in the state’s marketing materials and in no less than its “Land of Enchantment” state motto, outdoor recreation is, by some measures, a smaller part of New Mexico’s economy than the sector is in some neighboring states. In 2015, spending on outdoor recreation contributed to 2.2 percent of the state’s total gross domestic product (GDP), which is approximately the national average, according to the BEA (2020 ORSA; NM State Parks 2015). This is the lowest rate among Four Corners states, and is

notably lower than Wyoming and Montana, where the outdoor recreation economy accounted for 4.2 and 4.7 percent of state GDP, respectively, among the highest rates in the United States. The per capita contribution of outdoor recreation spending to the state's economy puts New Mexico at 21st in the United States, higher than Colorado (22nd) and Arizona (44th), though still in the middle of the pack nationally (NM State Parks 2015).

Part of the reasoning for why New Mexico rates lower in terms of its outdoor recreation economy is that the state has a less-developed infrastructure for outdoor recreation than its neighboring states (Hamway 2021).

3.1.3 Existing Outdoor Assets

As described in the previous section, outdoor recreation in New Mexico is a rapidly growing market, one of which Truth or Consequences is set up to benefit from. Outdoor assets within and near the City of Truth or Consequences include the following:

Rio Grande

Possibly the most significant outdoor asset in the City of Truth or Consequences is the Rio Grande. This is the fifth longest river in the United States and spans 1,901 miles from the San Juan Mountains of Colorado to the Gulf of Mexico (International Boundary & Water Commission). Within the City boundaries, residents and visitors come to enjoy the natural beauty of the river and participate in floating the river, camping, hiking, and more.

Whitewater Weekends

Whitewater Weekends (Figure 24) is a river floating service located in Downtown Truth or Consequences. Whitewater Weekends offers a six-mile river floating trip along the Rio Grande. Customers are able to float using rafts, kayaks, and tubes by reservation only, seven days a week during season months (Whitewater Weekends).

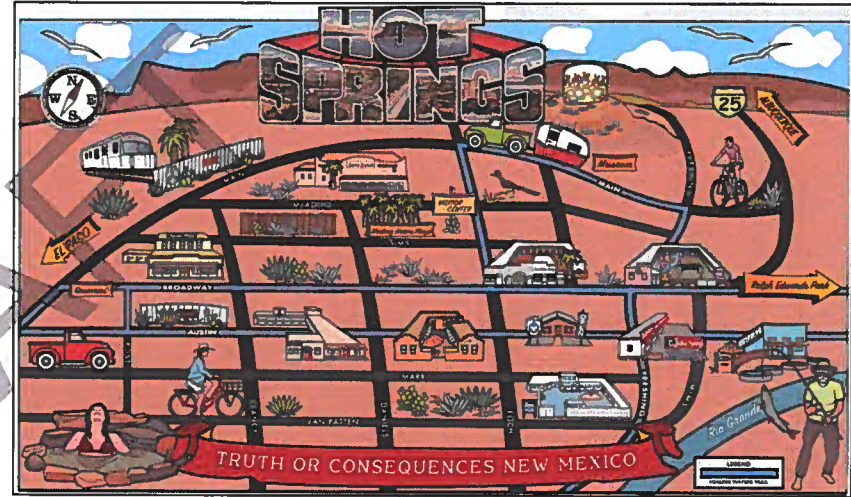
Figure 24. Whitewater Weekends Rental Sign



Hot Springs

Hot springs in Truth or Consequences have been around for many years and come from the hot thermal water flowing out of the rift along the Rio Grande, which first appeared more than fifty million years ago. Within the Downtown Hot Springs Bathhouse Historic and Commercial District there are ten spas and bathhouses. These facilities have helped enhance the City's recognition as a health center (Hot Springs in Truth or Consequences). Figure 25 displays the location of the hot springs within the City.

Figure 25. Hot Springs in Truth or Consequences

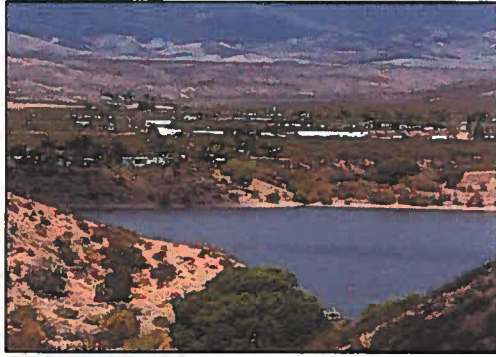


Source: <https://www.sierracountynewmexico.info/attractions/truth-or-consequences-hot-springs/>

Caballo Lake State Park

Just south of Truth or Consequences in Caballo, is the Caballo Lake State Park (see **Figure 26**). This lake sits at the base of the Caballo Mountains and offers water recreation options such as boating, kayaking, canoeing, sailing, swimming, and fishing. In addition to the water recreation options, the park offers campgrounds, equestrian trails, picnic facilities, wildlife viewing, gardens, playgrounds and more (New Mexico EMNRD, Caballo Lake State Park).

Figure 26. Caballo Lake State Park



Source: <https://www.emnrd.nm.gov/spd/find-a-park/caballo-lake-state-park/>

Mims Lake

Two miles east of Elephant Butte is the 91-acre Mims Lake. Mims Lake sits at an elevation of 1,296 meters above sea level and is located near the Paseo Del Rio Campground.

Paseo Del Rio Campground

The Paseo Del Rio campground (**Figure 27**) is situated between Mims Lake and Elephant Butte Lake State Park. The campground offers basic camping amenities such as toilets, showers, picnic tables, and parking. Outdoor recreation amenities include biking, hiking, wildlife watching, paddling, kayaking, swimming, boating, and fishing in the southernmost part of Elephant Butte Lake State Park (hpicamp, Paseo Del Rio Campground).

Figure 27. Paseo Del Rio Campground



Source: <https://ioverflow.com/places/34068-paseo-del-rio-campground>

Elephant Butte Lake State Park

Elephant Butte Lake State Park is the largest State Park in New Mexico at forty-three miles in length and offers countless amenities for its visitors. Admission is \$5 per car or \$15 per bus or tour van (\$40 annual day use park passes are available), but visitors can walk or bike in for free. The lake has three marinas and several outdoor recreation vendors on site (New Mexico EMNRD – Elephant Butte Lake State Park). A map of Elephant Butte Lake State park can be seen in **Figure 28**.

Figure 28. Elephant Butte Lake State Park Map



Source: <https://www.emnrd.nm.gov/spd/find-a-park/elephant-butte-lake-state-park/>



3.1.4 History of Related Markets

Similar to Truth or Consequences, New Mexico, Moab, Utah experienced a population surge of 1,275 to 4,682 individuals from 1950 to 1960 due to the uranium boom. Mining along the Colorado River and in the La Sal Mountains was not uncommon; however, Moab's economy was based on farming, ranching, and fruit growing until the uranium boom in the 1960s. This uranium boom attracted countless prospectors, miners, and workers, and provided the City with development opportunities such as retail, schools, housing, cafes, and other businesses. The demand for uranium began to decline in the 1960s, causing potash (various mined salts) to be the most recent boom industry in Moab. A potash plant was built in 1963, spurring a new railroad line to be constructed from Denver and the Rio Grande Western Railroad at Crescent Junction to the Texas Gulf Sulphur Company mill outside Moab. Today, Moab is known as the "Outdoor Capital of Utah" and is known to attract tourists from around the United States. Tourists come to view the scenic Arches National Monument and Canyonlands National Park, and for the countless outdoor recreation opportunities in the area. Tourists and locals participate in countless outdoor recreation activities such as whitewater rafting and kayaking along the Colorado River, mountain biking on numerous trails, ATV riding, rock climbing, hiking, and more (TravelMoab).

3.1.5 Opportunities

Recent statistics show that growth in outdoor recreation may already be occurring at the State level. The outdoor recreation economy in the State is growing faster than the overall state economy and has grown 11 percent between 2012 and 2017 (ORD 2020). In 2019, the value-added growth of the outdoor industry in New Mexico ranked just 5th nationally, according to the BEA (ORSA). Since 2018, the industry in the state has grown 5.9 percent, versus 3.7 percent nationally. Similar patterns are seen in outdoor industry employment and compensation: New Mexico ranks low nationally in the total, but its recent growth in these areas has been notably higher than growth nationally.

The continued and growing popularity of recreational sites in Colorado and Utah may present an opportunity to New Mexico's outdoor economy, as tourist search for new, less congested outdoor destinations (Hamway 2021).

Beyond the business opportunities available to the community, there are a number of wider economic benefits that fostering a local outdoor recreation economy presents. A recent report by the State Outdoor Business Alliance Network (SOBAN 2021) highlights potential benefits of outdoor recreation for communities, including:

- Investments in outdoor recreation bring significant returns
 - Numerous case studies show that public investments in recreation bring multifold returns to local economies

- The report cites several case studies, including one from Montana, where the state spent \$50 million improving access to its waterways. While some consumer spending took place before the state's investment, the investment is credited with helping to grow total spending on angling to \$900 million statewide annually.
- Recreation-dependent counties² attract (and may retain) new residents.
 - A 2019 study by Headwaters Economics shows that, in the wake of the Great Recession, between 2010-2016, rural counties with non-recreation-based economies lost 20 percent of their populations, while those with recreation-based economies grew by 1.3 percent. Sierra County is not considered a recreation-dependent county.
 - The report states that many new residents in these counties first visited as tourists.
- Outdoor recreation attracts new business
 - For many localities access to outdoor recreation can help attract new business. The report references a survey of the fastest-growing businesses in Utah in which many stated that the state's outdoor recreation economy was a major factor when they considered locating or expanding their business in the state.
 - Other areas may be able to attract outdoor gear manufacturers with outdoor areas that serve as proving grounds for products. This appears to be true most in areas with skilled labor forces and manufacturing infrastructure. (pp. 9-12)

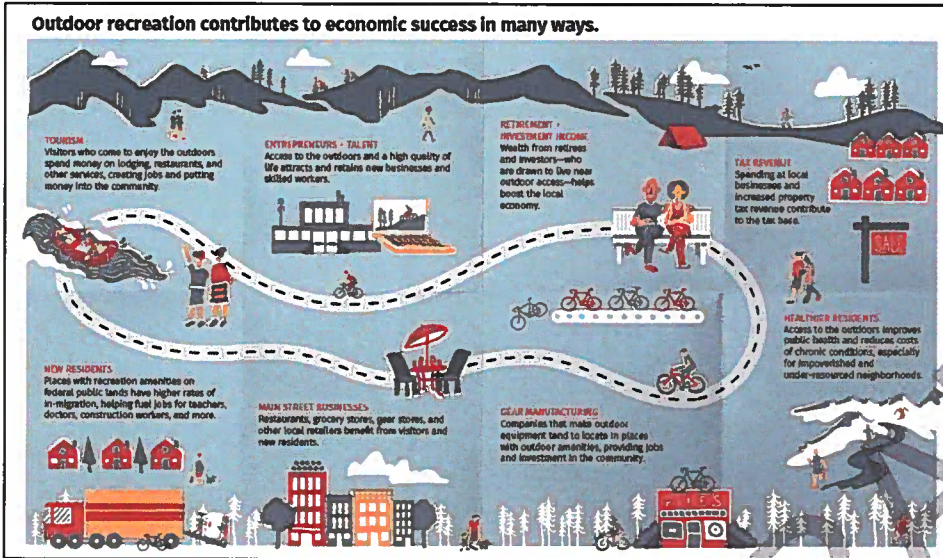
A study for the State's Outdoor Recreation Division by Headwaters Economics details some recent benefits of outdoor recreation in New Mexico:

- "In 2013, anglers spent \$267.7 million" and "[h]unters spent \$342.4 million" in the state
- "Trail networks in Gallup, New Mexico, and associated events have brought \$17 million in new spending to the area. Running and biking events bring an estimated \$45,000 per event to the community" (2020, p. 7).

Additional economic benefits of outdoor recreation can be seen in *Figure 29*.

² The "recreation dependent" definition is determined from three components: the share of employment in entertainment and recreation, accommodations, eating and drinking places, and real estate; the share of personal income from these same categories; and the share of vacant housing units that is for seasonal use.

Figure 29. Outdoor Recreation and Economic Success



Source: https://headwaterseconomics.org/wp-content/uploads/2021HE-SOBAN-Report-FINAL-DOWNLOAD_2.pdf

3.1.6 Challenges

A number of barriers to expansion of the outdoor recreation economy in Truth or Consequences exist, though many of these issues can be remedied by further studies, listed in **Section 4.2**. These challenges need to be addressed in order for the City to become recognized for its outdoor recreation assets, for the community to attract more visitors, for its residents to be better connected to the area's outdoor amenities, and for the community to expand upon its outdoor recreation economy. Other challenges the City faces include:

- **Lack of existing outdoor recreation infrastructure:** This is a wide-ranging issue and includes the lack of dedicated trail facilities, lack of crossings to the south side of the Rio Grande, and the lack of utilities on the south side of the river.
- **Lack of business support:** An issue identified in the Recreation Economy for Rural Communities (RERC) program Action Plan is the need for information and resources for local small business to build their capacity to capture outdoor recreation related business. Among the recommendations of the Plan is for a "business boot camp to incubate downtown businesses that could enable locals and visitors to enjoy local trails" (RERC p. 10). Not only would business support benefit the Study Area, but provide additional business options in the Downtown Area as well.
- **Lack of Downtown business:** Currently, the Downtown area has several vacant store fronts, and many stores that are not open during normal business hours. By attracting additional downtown business, visitors will have opportunities to explore more of the City and reason to stay in the City outside of outdoor recreation opportunities. Additional restaurants, cafes, or bars will provide residents and visitors with a place to go following their outdoor recreation activities, which will in turn garner additional economic revenue.
- **Lack of marketing and visibility of Truth or Consequences as an "outdoor recreation destination":** The RERC Action Plan describes how the recreational assets are not well known beyond residents. Residents in the City believe that Truth or Consequences can be a jumping off point for exploring the area's recreational amenities but require additional marketing to reach visitors outside the community. The RERC recommends a marketing strategy for reaching these audiences to help brand the community as a recreation destination and attract visitors (RERC pp. 10-12).
- **Lack of manufacturing infrastructure or workforce training:** These assets have been shown to help attract outdoor recreation equipment manufacturers. Few residents are employed in manufacturing today, and vocational training programs for these skillsets is limited. Addressing this barrier could help the City attract a new type of outdoor recreation business; however, building the skillset and infrastructure needed for manufacturing would likely be a longer-term process that would require intensive collaboration with regional partners and funding agencies. The state of New Mexico's Job Training Incentive Program could be a useful tool to attract individual outdoor recreation manufacturers in the short term. (See **Section 0** for more information.)

4. FEASIBILITY

This Study was commissioned to examine the feasibility of economic development within the Study Area that would support outdoor recreation. The process to understand feasibility included planning, preliminary engineering analysis summarized in previous sections, as well as high-level input of local and regional stakeholders and of residents.

As a result of this analysis, the Study does not identify any fatal flaw obstacles to economic development within the Study Area. The Study finds that there are notable opportunities for economic development that harness and support the momentum related to the Truth or Consequences outdoor recreation economy. Potential issues relating to the environmental concerns near the Hot Springs may need to be addressed before significant investment takes place; however, additional environmental study is reasonable.

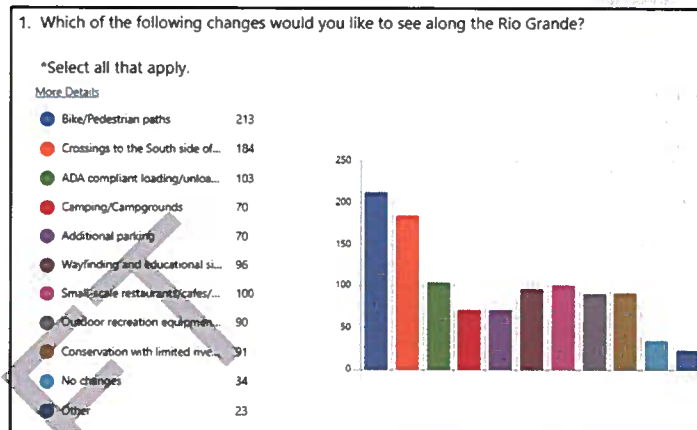
The Study team has developed a concept that shows a vision for economic development in the Study Area. The concept, although preliminary, provides recommendations for projects and strategies that would harness the opportunities available in the Study Area and improve overall economic development outcomes there and for the city overall. The proposed concepts are presented in **Section 4.4**.

4.1 Results of Public Participation

The public survey was sent in residents' August 2020 utility bills, with residents asked to mail or drop off their completed surveys by the end of the month. Questions on the public survey addressed concerns such as what recreational amenities individuals would like to see in the Study Area, what opportunities are available to foster economic development, commercial development opportunities, and more. The public survey received a total of 324 responses, which can be seen in **Appendix A**.

Of the total number of responses, three percent of individuals responded that they would not like to see any changes within the Study Area, while 97 percent would like to see changes of some type (trails, crossings, development, etc.) (see **Figure 30**).

Figure 30. Public Survey Question 1



Of the 97 percent of individuals who would like to see changes, 64 percent were in favor of some form of outdoor recreation. These responses included options such as hiking, fishing, kayaking, river floating, horseback riding, outdoor sports, and camping. 68 percent of responses to question three (What type of commercial development, if any, would you like to see along the Rio Grande? *Select all that apply.) stated that they would like to see some sort of development along the Rio Grande and included options such as local boutiques, small-scale restaurants or cafes, urgent care or motel facilities, campgrounds, and others.

46 percent of survey responses state that residents would like to see a vehicular bridge to the South side of the Rio Grande, and 76 percent of residents would like to see a pedestrian bridge to the south side of the river. When it comes to sustainable revenue generation for the City of Truth or Consequences, nearly 46 percent of responders would prefer to expand the overall commercial base of the City while maintaining existing tax rates (ie. increasing commercial development within the City). See **Appendix A** for the full list of survey questions and responses.

In addition to the public survey, residents of the City were asked to share their opinions and concerns about the proposed concepts during the open house hosted in June. Residents voiced their concern for the natural Hot Springs and the living ecosystem that surrounds them, including the wildlife. Residents also shared that they were concerned that major development would obstruct existing river views and wildlife sanctuaries. Public input was noted and taken into consideration prior to advancing the proposed concepts, for example, additional environmental analysis should occur before any development begins, explained further in **Section 4.2**.

4.2 Areas for Additional Study

An environmental investigation in the Study Area should be completed prior to economic development investment. While the Hot Springs provide a unique amenity to the City, special care needs to be taken in this environmentally sensitive area.

Hot springs occur when “subsurface magma heats groundwater, creating steam and hot water. The hot, less dense water rises through fissures and cracks in the ground. When it reaches the surface, features such as geysers, fumaroles, hot springs, and mud pits are created” (NPS, Hot Springs/Geothermal Features).

The hot springs do not appear to present insurmountable challenges to development, but further review should be done to confirm this.

A preliminary analysis of potential bridge placements is included in **Section 4.8**, however, further review of the Study Area should occur prior to the development of a bridge crossing to the south side of the Rio Grande. Additional analysis can determine the best placement for a crossing to include utility extension across the river.

4.3 Land Use Vision

This Study presents a concept for potential development within the Study Area. The concepts described below represent the “vision” or a preliminary recommendation that should be refined with further technical analysis and continued engagement of residents and other stakeholders. The combination of these proposed concepts would support the City’s vision of growing their outdoor recreation market.

4.3.1 Trails

Trails are an important aspect of any outdoor recreation area and offer residents and visitors health benefits, transportation options, conservation options, and economic benefits to surrounding businesses. A bicycle loop trail is recommended from Ralph Edwards Park to Dunn Street, which could tie into Turtleback Avenue on the south side of the Rio Grande. This bicycle loop would be approximately four miles in length and offer a connection from the proposed campground near Ralph Edwards Park to the proposed recreation hub north of the park near Dunn Street.

In addition to the proposed bike trail, the National Park Service is currently working with the community of Truth or Consequences to develop a non-motorized trail on the east side of the Rio Grande within Truth or Consequences and Williamsburg communities.

The State Comprehensive Outdoor Recreation Plan (SCORP) illustrates the value of trails to New Mexico communities:

“The needs assessment in the 2010 New Mexico Statewide Comprehensive Outdoor Recreation Plan found that a connected trail system was the #1 amenity to expand and improve.” This is no

surprise: survey after survey demonstrates that trails are the #1 outdoor recreation priority for New Mexicans. Today, trails are seen less as an amenity (i.e., an enhancement) and more as a basic building block of community infrastructure” (SCORP Appendix C, pp. 28-29).

4.3.2 Park Space and Campground

The concepts described in the following section also include a recommendation for a proposed park space on the south side of the Rio Grande, opposite of Ralph Edwards Park. A park space in the Study Area would likely be feasible, meeting the criteria for effective parks. This proposed park could include space for outdoor sports such as soccer, beach volleyball, or others. The park could also include a playground for children and would tie into the proposed nearby campground. The park and campground would include amenities such as restrooms and sinks, grills, and additional trash receptacles. Currently, residents set up camp on the south side of the river, so a designated campground with amenities would attract additional people to the City, further boosting the outdoor economy. This park and campground space would also offer residents and visitors additional opportunities for outdoor recreation, including:

- It would establish an axis for organizing different types of development that are proposed in the area, including residential and light commercial, and provide for synergistic relationships with this development (for example, by creating a recreational amenity for new residential areas). Although not clearly an economic development project in itself, the recreational facility would help promote economic development within this area of the City.
- It would create dedicated facilities for outdoor recreation activities, such as a walking, hiking, bicycling, wildlife viewing, camping, playground, and outdoor sports.

The New Mexico *State Comprehensive Outdoor Recreation Plan* (SCORP) describes some of the principles for creating effective parks, citing research from the state of Oregon’s SCORP:

“Parks must:

- Offer a mixture of uses that appeal to different ages and abilities.
- Provide ample numbers and types of programs.
- Be accessible to the greatest number of people possible.”

The closer to residents that the park or natural area is, and the easier it is to get to, the more likely people will use the park. People are more likely to use outdoor places that are close to where they live and where they spend time: restaurants, shopping districts, libraries, gyms, work, and other meeting areas” (New Mexico State Parks, SCORP, pp. 15-16). This location would provide a park space in a currently undeveloped area on the south side of the Rio Grande and would tie in with the existing residentially platted land adjacent to the proposed park and campground.



4.4 Development Concepts

The recommendations of the proposed concepts follow two principles defined below:

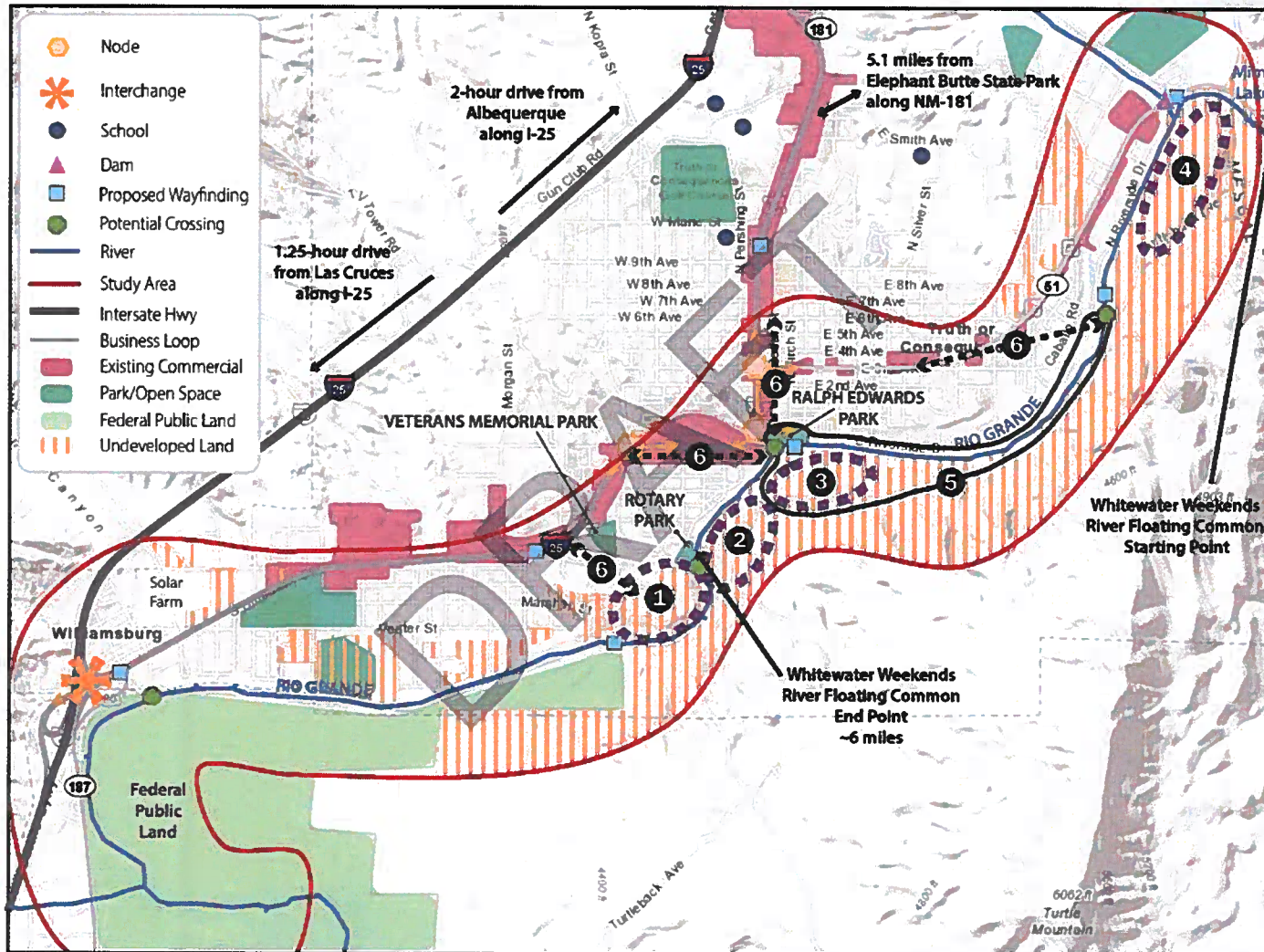
- 1) Emphasize recreational uses and facilities at core of the concept
 - a) This Study Area has characteristics, such as uninterrupted open space and good views, that would lend well to it being a recreational facility. Areas within the Study Area may be challenging to develop more intensive land uses (industrial, etc.), given the environmental concern near the Hot Springs. Meanwhile, the Study Area is centrally located among existing and the residentially platted neighborhoods on the south side of the river, offering residents easy access to any future recreational facility located there.
 - b) Low-intensity recreational and light commercial land use is a great option to maintain the existing views of the river, while maximizing economic return for the City.
- 2) Maintain opportunities for residential and commercial development
 - a) While much of the Study Area is well suited for recreational land use, the area also includes prime areas for light commercial development such as a small-scale riverfront restaurant or café or recreation-based local shops such as a bait and tackle store.
 - b) The 2014 Comprehensive Plan Zoning Map defines the parcels south of the Rio Grande as Transition Zoning (temporary zoning classification), therefore the City of Truth or Consequences should plan to update the existing 2014 zoning map to reflect the proposed concepts.


- c) Converting areas of vacant land within the Study Area to a publicly maintained open space or recreational facility would increase the City's cost burden to build and maintain these facilities. Allowing some private development within the Study Area can reduce those costs and help bring in revenue that supports city-wide services, such as road maintenance, schools, and emergency services.
- d) If done conscientiously, private development mixed with recreational investment can create positive synergies. For instance, the proposed recreational facilities can add value to new private development and adding new development near the park and campground can improve access to the park and create an enhanced sense of safety for park users by introducing nearby flows of traffic and people.
- e) The development shown in the concept map shows a balanced level of development.



4.5 Recommended Projects



The following section describes specific projects that the Study team has identified as enhancing the outdoor recreation market and economic development in the City of Truth or Consequences. These proposed projects are preliminary in design and will require further analysis prior to construction. The concepts can be seen in **Figure 31**.

Figure 31. Concept Map



Area 1	Proposed Light Commercial
<p>Area 1 is owned by the City and is recommended for light commercial land uses behind the existing Veterans Memorial Park and New Mexico State Veterans Home. This area has approximately one million square feet of developable land and could include options such as space for an additional farmer's market, space for food trucks and other vendors, local shops, recreation-based shops, and/or a small-scale riverfront restaurant or café where residents and visitors can enjoy the river views following a day of outdoor recreation along the Rio Grande. Because this project is proposed on the north side of the Rio Grande, utility connections will not be difficult, however, additional environmental analysis should occur prior to development since this land is in close proximity to the Hot Springs.</p>  <p>Source: https://www.lovefood.com/galleries/71520/americas-most-adorable-small-town-restaurants?page=1</p>	
Area 2	Private Residential
<p>Area 2 is currently privately owned and platted for residential homes. This Study will not interfere with the existing plans for this residential neighborhood.</p>	

Area 3	Riverfront Park and Campground
<p>Area 3 is considered an opportunity area for a recreation hub. This is considered a prime location for a riverfront park to include space for outdoor sports such as soccer, beach volleyball, or others. The park could also include playground equipment for children. In addition to a riverfront park, the concept map includes a campground facility. This campground would include a restroom, picnic tables and a grill, as well as additional trash receptacles and wildlife/educational signage.</p>	
 <p>Source: https://travelingtod.com/2012/03/04/camping-along-a-gravel-bar-on-the-beautiful-jacks-fork-river-in-missouri/</p>	
 <p>Source: https://www.issinc.com/portfolio/riverfront-park</p>	

<p>Area 4</p>	<p>Outdoor Recreation Hub</p> <p>Area 4 is also considered an opportunity area for a recreation hub. This location is the existing drop-in point for the Whitewater Weekends rafting and would tie in well with additional outdoor recreation activities. Area 4 could include fishing spots, kayaking drop-ins, a horseback riding trail starting point, and more.</p>  <p style="text-align: center;"><small>Source: Shutterstock</small></p>
<p>Project 5</p>	<p>Bicycle Loop</p> <p>Project 5 is a proposed bicycle loop trail from Ralph Edwards Park to Dunn Street and could tie into Turtleback Avenue on the south side of the Rio Grande. The loop would be approximately four miles in length and offer a connection from the proposed park and campground (Area 3) near Ralph Edwards Park to the proposed recreation hub (Area 4) north of the park near Dunn Street.</p>  <p style="text-align: center;"><small>Source: https://greatruns.com/lake-tahoe-truckee-river-bike-trail/</small></p>

<p>Project 6</p>	<p>Connections to Development</p> <p>Project 6 is improved connections from Interstate 25 and New Mexico State Road 51 (also known as Third Avenue within City limits) to the proposed concepts outlined above. These connections would include additional wayfinding signage, potential pedestrian crossings, as well as educational signage to tie into the outdoor recreation opportunities within the City. These connections are a vital aspect in marketing the outdoor recreation market in Truth or Consequences and will attract tourists seeking these opportunities. In addition, Project 6 includes a bridge crossing to the south side of the Rio Grande (Appendix C). This bridge could include water and sewer utility lines to expand the utility infrastructure from the north side of the river to the south. As described in Section 4.8, two proposed crossing locations are outlined: the first near Ralph Edwards Park, and the second near Rotary Park, however, additional analysis should be completed prior to construction to determine the best location for the bridge.</p>
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4.6 Cost Estimate

Planning-level cost estimates are provided in **Appendix B**. The preliminary construction cost estimate puts the total cost for the improvements described above at \$12.5 million. This cost estimate does not include private development costs, such as commercial development near the Riverfront, or the campground on the south side of the Rio Grande, however, it does include optional amenities such as a full-size basketball court and soccer field, as well as the utility-bearing bridge crossing to the south side of the Rio Grande (see **Appendix C** for cross-section example, and **Appendix D** for bridge cost estimate breakdown).

The value of potential private development was not determined, but the proposed concepts include development of approximately 2.2 million square feet (roughly 0.7 square miles) of park space and campground, and up to 1 million square feet (0.3 square miles) of light commercial development (including a small-scale restaurant or café, food truck space, local shops, or recreation-based stores). This degree of development is a long-term projection. These square-footage totals represent what is buildable based on available land, development regulations and the current low-density scale of development throughout the City. While full development of the area will require factors such as time and population growth, in the short term, more limited development in the Study Area – especially that focused on outdoor recreation – can be successful. Success of this development may depend on improved marketing of the City and Study Area as outdoor recreation destinations, investment in the recreation and other public infrastructure described in this Study, and some private sector initiative.

4.7 Zoning & Code Analysis

The existing zoning map for the City of Truth or Consequences, within the Study Area, consists mostly of residential along the Rio Grande, M-1 (Light Manufacturing) behind Veterans Memorial Park, and T-1 (Transition District) south of the Rio Grande. The proposed park and campground are suggested in parcels that are currently zoned for Transition District. Because Transition District zoning is defined as a temporary classification, the City should plan to update the 2014 zoning map to coincide with the proposed concepts outlined in **Section 4.5**. Light commercial land uses are being recommended in this Study in an area currently zoned for light manufacturing. The City should determine if a zoning change will be necessary to support these recommendations, or if a zoning overlay district will appease the zoning requirements for the proposed light commercial.

4.8 Bridge Construction and Utility Capacity

The construction of a bridge across the Rio Grande would allow the City of Truth or Consequences to address multiple needs for expansion of the area. Not only would a bridge provide pedestrian and vehicular access, but also serve as a support structure for infrastructure transmission lines to the south side of the river. Because of this, the location of the proposed bridge is a critical point in the planning of the proposed improvement.

Two distinct areas have been identified as potential locations for the bridge. The first location is near Ralph Edwards Park, adjacent to the City's Main Street District. This area is centrally located and would provide easy pedestrian and vehicular access for residents and visitors alike. The main water distribution network throughout the main street district is slated for replacement in 2022 and would be a good source for a potable water transmission line across the river. The larger diameter lines to be installed along North Broadway Street could be capable of providing the necessary pressure and flows to cross the river in this location.

The natural grade on the southern side of the river tends to slope towards the southwest and follow the flow of the river. Although the type of development and infrastructure needed on the south side of the river has yet to be determined, any development will need to manage their wastewater. Typically, the most efficient way to manage wastewater is through a gravity collection network that flows downhill. The potential for a collection station to be located near the southwest end of future development would make a bridge near Rotary Park a second ideal location. This would allow the wastewater from future developments to be routed to the City's existing collection system near the Clancy Lift Station.

A proposed cross-section is shown in **Appendix C**. Further analysis should be completed to determine the best location for a utility-bearing bridge crossing to the south side of the Rio Grande.

5. IMPLEMENTATION PLAN

5.1 Prioritization

The recommended prioritization approach for the implementation the project (detailed in the previous section) is described below:

5.1.1 Short-Term Projects

In general, the highest priority (most short term, 0-5 years out) projects are those that have been previously identified by the City or partners or that are key to setting the groundwork for additional implementation of the recommended concepts.

Also in the short term, the City should work with local and regional economic development partners to communicate and refine the concepts for development of the Study Area. Advocacy for the concepts should also take place with private landowners and potential funding partners. Examples of short-term projects include the proposed bicycle loop and wayfinding and educational signage within the Study Area.

5.1.2 Medium-Term Projects

The key medium priority/term (5-10 years) project is implementation of the recreational facilities described in this Study. These facilities would be the key publicly funded catalysts for broader, longer-term development of the Study concept. Medium-term projects in this Study include connections to development, however the wayfinding signage could occur in the short-term.

5.1.3 Long-Term Projects

With the groundwork set by public projects in the short and medium terms, the responsibility of implementing the development vision will shift to the private sector in the long term (11+ years). The City's role will be supporting continued development through efforts such as streetscaping, trail connections to adjacent neighborhoods, and any development along the Rio Grande. Long-term projects within the Study Area include private development such as restaurants or cafes, local shops, or recreation-based shops along the river. The proposed campground and riverfront park would also occur in the long-term as increased coordination with private landowners as well as additional environmental analysis must occur prior to development.

5.2 Potential Partnerships

The **New Mexico Economic Development Department (NMEDD)** has established an Outdoor Recreation Division (ORD) dedicated to promoting the outdoor recreation economy throughout New Mexico. The division could be an important partner for implementing the Study Area vision. Among the activities of the ORD is to issue \$50,000 grants to early-stage, outdoor recreation-focused businesses. The ORD is also working with NM Mainstreet to create an atlas of outdoor recreation assets in five initial counties in the

state. As ORD states, "Outdoor recreation development, when connected to MainStreet community downtowns, has great potential to support local, asset-based economic development". The ORD has worked with outdoor recreation business community to create endeavorOR New Mexico, the first OR business alliance in the state (NMEDD 2021; ORD "Our Work").

NM Partnership is a state-designated organization dedicated to providing business assistance to prospective businesses interested in locating in the state. The organization promotes site development through site visits, trade show marketing, and other efforts.

5.3 Financing Options

There are a variety of financing tools and incentives that local governments in New Mexico can use to support local economic development. The appropriate resources will depend on the types of businesses that are seeking to locate in the industrial park. The State of New Mexico offers incentives targeted to certain industries, and there are a variety of local, state and Federal sources of low interest loans and grants for public infrastructure and private businesses. In addition, state law enables public contributions to public-private partnerships that provide a public benefit, such as job creation, increased wages, private capital investment and environmentally sustainable economic growth in rural areas.

5.3.1 Great American Outdoor Act

On August 4, 2020, former President Trump signed the Great American Outdoors Act which is a bill that uses revenues from energy development to provide up to \$1.9 billion a year for five years to provide needed maintenance for critical facilities and infrastructure in our national parks, forests, wildlife refuges, recreation areas, and American Indian schools.

About \$6.5 billion of the bill's new fund will be spent in the 419 national park sites—the NPS currently has a \$12 billion maintenance backlog—to repair damaged and worn-out roads, restrooms, trails, and campgrounds, and other areas that have fallen into disrepair. The remaining money will be split between the Forest Service, the U.S. Fish and Wildlife Service, the Bureau of Land Management, and the Bureau of Indian Education schools for similar projects.

It will also use royalties from offshore oil and natural gas to permanently fund the Land and Water Conservation Fund (LWCF) with \$900 million a year to invest in conservation and recreation opportunities across the country.

The Great American Outdoors Act has economic benefits as well as environmental ones. Supporters positioned it as being both a stimulus and a conservation package. The communities that surround many parks and public lands are dependent on their tourism and outdoor recreation industries, resulting in high unemployment rates during the COVID-19 pandemic. A 2018 analysis by the Pew Research Center suggests that if the National Park Service's \$12 million backlog were to be addressed, it would create roughly 100,000 jobs.

5.3.2 New Mexico State Incentives

The State of New Mexico has provisions for a wide range of tax and other incentives, including those related to high-wage jobs, technology research and development, manufacturing, renewable energy, businesses located on the border, and aviation.

Incentive programs that may be appropriate for businesses in the industrial park include:

- Job Training Incentive Program (JTIP), described below
- Manufacturers Investment Tax Credit
- Rural Jobs Tax Credit
- High Wage Jobs Tax Credit
- Technology Jobs Tax Credit
- Agricultural Business Tax Deductions and Exemptions

The New Mexico Economic Development Department has a comprehensive list of business incentives by type of business.

Job Training Incentive Program (JTIP)

This state program funds a portion of wages for individuals being trained for newly created jobs. JTIP reimburses 50-75 percent of worker wages for up to six months, for both classroom training and on-the-job training. Companies that receive JTIP funds must produce a product in New Mexico or provide services and export at least half of their services (based on revenue or customer base) outside of the state. Businesses in certain green industries also qualify. Since the program's establishment in 1972, it has helped create 47,000 jobs across the state.

US Small Business Administration, HUB Zone

The SBA HUBZone program applies to small companies that operate and employ people in Historically Underutilized Business Zones (HUBZones). The purpose is to help small businesses located in distressed areas gain preferential access to federal procurement. The HUBZone program functions at the company level. Eligible areas are designated by the SBA. The federal government has a goal of awarding 3 percent of all dollars for federal prime contracts to HUBZone-certified small business concerns. A business located within the park may be eligible for certification if it meets all SBA criteria for certification.

To qualify for the program, a business (except tribally owned concerns) must meet the following criteria:

- It must be a small business by SBA standards
- It must be owned and controlled at least 51 percent by U.S. citizens, or a Community Development Corporation, an agricultural cooperative, or an Indian Tribe
- Its principal office must be located within a "Historically Underutilized Business Zone," which includes lands considered "Indian Country" and military facilities closed by the Base Realignment and Closure Act
- At least 35 percent of its employees must reside in a HUBZone

A business located in Truth or Consequences that employ at least 35 percent of its workers from the County and/or other HUBZone designated areas of the region can apply to qualify for the program.

A private non-profit organization, the HUBZone Contractors National Council, provides information and support to companies that participate in the HUBZone program.

Financing options include grants and loans that can help pay for infrastructure improvements, incentives to attract businesses, financing for the businesses themselves, and the potential to capture revenue from the increase in economic activity in the industrial park.

5.3.3 Local Financing

Municipal Local Option GRT

The City of Truth or Consequences has the ability to designate a portion of local gross receipts tax revenue for economic development projects. Through its LEDA ordinance, a municipality in New Mexico can earmark proceeds from a 1/8 percent local-option gross receipts tax for publicly beneficial infrastructure that benefits privately sponsored economic development initiatives.

LEDA

The New Mexico Local Economic Development Act ("LEDA") allows local governments, such as the City of Truth or Consequences, to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses. The LEDA program assists local economic development goals by stimulating capital investment in the community, creating jobs, and encouraging the development of new businesses or expanding existing businesses. A qualifying business entity may submit a project application for consideration based on the process and criteria in the City LEDA ordinance. The City or its designee reviews the application based on the provisions of its economic development plan, the financial and management stability of the qualifying entity, the demonstrated commitment of the qualifying entity to the community and a cost-benefit analysis of the project, among other things. Following the application review process, the City Trustees may elect to adopt an ordinance approving the project. After the project has been approved, the City and the qualifying entity enter into a project participation agreement. The participation agreement must describe the contributions to be made by each party, the security provided to the City by the qualifying entity, and a schedule for project development and completion.

Recipients of LEDA funds must report certain economic indicators, such as new capital investment, job growth, and increased wages, to allow the City to monitor performance and ensure the goals of the program are served. The focus of LEDA projects has historically been on economic-base employers – those that export products outside of the community, thereby growing the local economy. Recent changes to the state act allow small communities to target retail and cultural facilities (in designated Arts and Cultural Districts).

The state augments local efforts using money appropriated by the state Legislature and managed by the Economic Development Department. The state determines project eligibility, feasibility, the expected level

or private investment vs public funds, and the appropriate funding amount. The state consigns money for an approved project to a local government body that acts as the fiscal agent.

LEDA funds should be considered as gap financing for projects that benefit the community but need supplemental funding. State and local funds should not be the only source of financing for a project. The state and local ordinances now have "claw back" provisions that safeguard public investment in projects that do not meet performance expectations.

5.3.4 Other Federal Financing

USDA

USDA has several loan and grant programs for local governments as well as loan programs to support small businesses. For local governments, USDA Rural Development has loan and grant programs for essential community facilities, public infrastructure and strategic planning and training. For rural small businesses, USDA provides funding opportunities through loans, loan guarantees, and grants. The appropriate programs will vary by the type of business or infrastructure project and the local, state or other resources to be committed to the project.

5.3.5 Private Sector Financing

US Small Business Administration (SBA) Loans

The SBA works with lenders to provide loans to small businesses. The agency does not lend money directly to small business owners. Instead, it sets guidelines for loans made by its partnering lenders, community development organizations, and micro-lending institutions. The SBA reduces risk for lenders and makes it easier for them to access capital. That makes it easier for small businesses to get loans. SBA-guaranteed loans generally have rates and fees that are comparable to non-guaranteed loans. Some loans have lower down payments, flexible overhead requirements, and no collateral requirement.

5.3.6 Revenue Capture

The state of New Mexico has several methods by which tax revenue increased or special assessments associated with development and redevelopment can be captured to help pay for infrastructure improvements within a designated district. The applicability of these districts depends on the ownership of land and improvements, timing of development, and the scale of the project.

Public Improvement District

The governing body may create a Public Improvement District (PID) to finance on-site and off-site public infrastructure improvements constructed by a developer such as water and sewer systems, drainage and flood control, streets, trails and parks, public buildings, equipment and related soft costs. Following formation, the PID typically imposes a special assessment on real property located within the PID boundaries. The PID uses special assessment revenues to finance, through the issuance of bonds or otherwise, its administrative costs, as well as public infrastructure or enhanced services that benefit the

real property in the PID and are contemplated in the City comprehensive plan. A PID is applicable to privately owned property and improvements where a special assessment can be imposed. PIDs have typically been used to help finance infrastructure in privately developed large scale mixed-use projects. It would not be appropriate where the City maintains ownership of land and/or buildings or where the scale of the project is too small to generate the revenue needed for infrastructure improvements.

Tax Increment Financing District

Tax Increment Financing (TIF) districts, enabled through the Metropolitan Redevelopment Act, capture a portion of the increase in property tax revenue collected by a local jurisdiction in a district that has been designated as slum or blighted because of growth of the property tax base due to a redevelopment project. Through a TIF, a local government can designate the increment of the increase above a base year for infrastructure improvements within the district. This means of designating revenue for improvements during a finite length of time would not be packaged with incentives that waive property taxes or with incentives where the property owner is a tax-exempt entity. The municipal governing body can elect to set aside the increase in its share of property tax revenues but would have to have agreements with other property tax collecting entities to capture funds from county, state, school district and other taxing entities.

Tax Increment Development District

A tax increment development district differs from a TIF in that local governments can benefit from both the increase in property values and the increase in gross receipts that result from development projects. The TIDD is not restricted to areas that have been declared slum and blighted. The City may create a Tax Increment Development District (TIDD) to finance public infrastructure improvements. A TIDD uses a portion of gross receipt taxes (GRT), or property tax increment (less than 75 percent) dedicated to it by the County as a source of repayment for TIDD bonds, the proceeds of which can be used to reimburse a developer for public infrastructure constructed by the developer and dedicated to a governmental unit. The TIDD bonds are secured by property taxes on the incremental increase in property values within the district over a base year amount and/or on increases in gross receipts tax collections within the district. As with other options for revenue capture, a TIDD is applied to properties developed by a private entity.

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**Appendix A –
City of Truth or
Consequences
Riverfront
Economic
Feasibility Study
Survey and
Results**

PUBLIC SURVEY

Riverfront Economic Development Plan

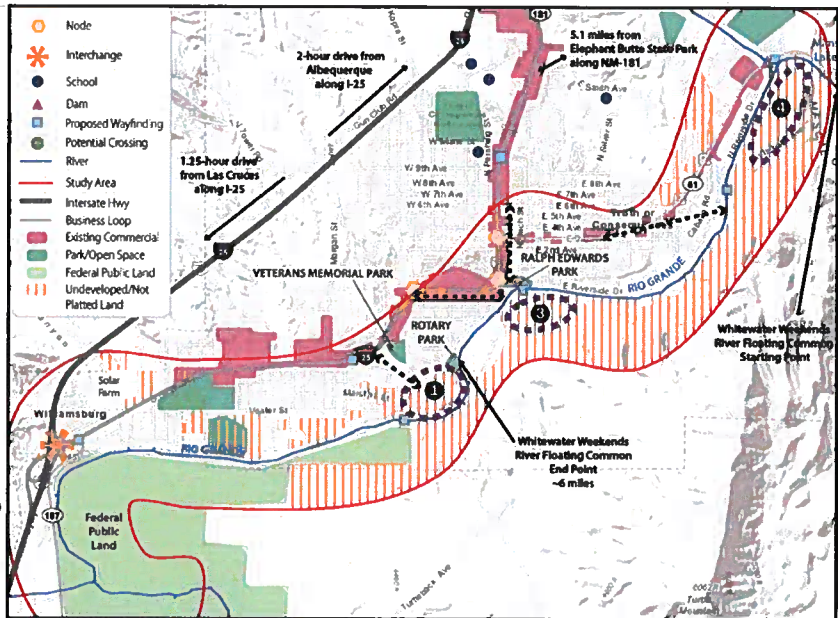


The City of Truth or Consequences is developing a Riverfront Economic Development Plan with a focus on developing a vision to capture the growing outdoor recreation market with recommendations for change. This will assist the City of Truth or Consequences to properly plan future infrastructure investments and also tie into regional economic development and recreational opportunities. We want to hear your vision for the study area!

The study will look at questions such as:

- How can this area best serve the TorC community?
- What recreational amenities would you like to see in the area?
- Can the area also be used for economic development opportunities?
- Which ideas are economically feasible and which are not?

The answers to these questions start with your vision and ideas! Please answer the questions below to help us understand the community's vision for this part of the City.



1. Which of the following changes would you like to see along the Rio Grande? *Select all that apply.

- Bike/pedestrian paths
- Crossings to the South side of the Rio Grande
- ADA compliant docks, ramps, and observation areas
- Camping/camgrounds
- Additional parking
- Wayfinding and educational signage
- Small-scale restaurants/cafes/bakeries/coffee shops
- Water/outdoor recreation equipment rentals and sales
- Conservation with limited river access/improvements
- No changes
- Other: _____

2. What activities would you participate in along the Rio Grande, if available? *Select all that apply.

- Hiking
- Fishing
- Kayaking
- River floating/tubing
- Horseback riding
- Outdoor sports (soccer, volleyball, basketball, etc.)
- Camping
- Farmer's markets
- Food trucks
- Small-scale restaurants/cafes/bakeries/coffee shops
- Shopping
- I would not participate in any of these activities
- Other: _____

3. What type of commercial development, if any, would you like to see along the Rio Grande? *Select all that apply.

- Local boutiques
- Small-scale restaurants/cafes/bakeries/coffee shops
- Urgent care
- Motels
- Campgrounds
- No commercial development
- Other: _____

4. Do you believe a vehicular bridge crossing to the South side of the Rio Grande is important?

- Yes
- No

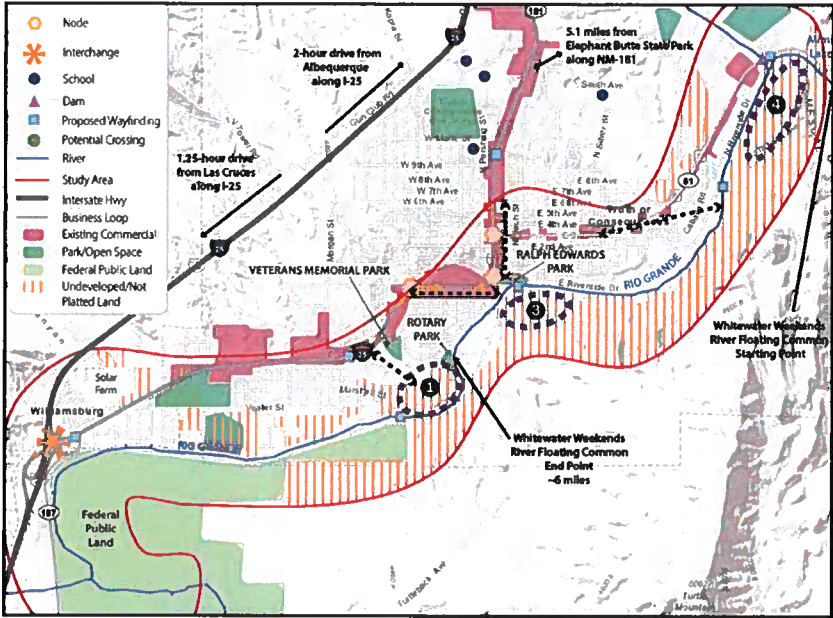
5. Do you believe a pedestrian bridge crossing to the South side of the Rio Grande is important?

- Yes
- No

6. Understanding the City has limited funds for community amenities, what is your preference for sustainable revenue generation for the City? *Select all that apply.

- Higher sales tax
- Higher property tax
- Other general use taxes
- Targeted improvement district taxes
- Expanding the overall commercial base of the City and maintaining similar tax rates

Please see reverse side for additional questions!



You may contact Traci Alvarez, City of Truth or Consequences Community Development Director, at tburnette@torcnm.org or 575.894.6673 ext. 353



Please return completed surveys to:

- Any City Office
- Place them in the After-Hours Utility Drop Box
- Mail them to:

Attn: Traci Alvarez, 505 Sims Street, Truth or Consequences, NM

7. Please refer to the map.
 What opportunities would you like to see in Area 1 (along River side Dr, behind Veterans Memorial Park)? *Select all that apply.

- Trails
- River/wildlife observation areas
- Education signage
- Parking
- Campground
- Restrooms/showers
- Outdoor recreation equipment rentals/sales
- Food truck vending area
- Art/craft/other vending
- Local boutique
- Small-scale restaurant/cafe/bakery/coffee shop
- Urgent Care
- Motel
- I do not support any changes in this area
- Other: _____

8. Please refer to the map.
 What opportunities would you like to see in Area 3 (south of Ralph Edwards Park on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing. **Select all that apply.

- Trails
- River/wildlife observation areas
- Education signage
- Parking
- Campground
- Restrooms/showers
- Outdoor recreation equipment rentals/sales
- Food truck vending area
- Art/craft/other vending
- Local boutique
- Small-scale restaurant/cafe/bakery/coffee shop
- Urgent Care
- Motel
- I do not support any changes in this area
- Other: _____

9. Please refer to the map.
 What opportunities would you like to see in Area 4 (north of Turtle back Ave on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing. **Select all that apply.

- Trails
- River/wildlife observation areas
- Education signage
- Parking
- Campground
- Restrooms/showers
- Outdoor recreation equipment rentals/sales
- Food truck vending area
- Art/craft/other vending
- Local boutique
- Small-scale restaurant/cafe/bakery/coffee shop
- Urgent Care
- Motel
- I do not support any changes in this area
- Other: _____

10. Additional comments:

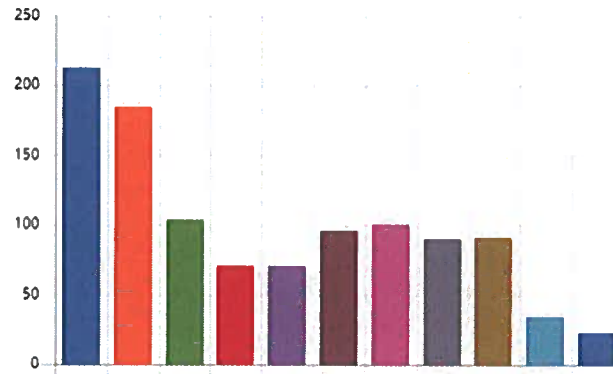
Public Survey Responses

1. Which of the following changes would you like to see along the Rio Grande?

*Select all that apply.

[More Details](#)

● Bike/Pedestrian paths	213
● Crossings to the South side of...	184
● ADA compliant loading/unloa...	103
● Camping/Campgrounds	70
● Additional parking	70
● Wayfinding and educational si...	96
● Small-scale restaurants/cafes/...	100
● Outdoor recreation equipmen...	90
● Conservation with limited rive...	91
● No changes	34
● Other	23

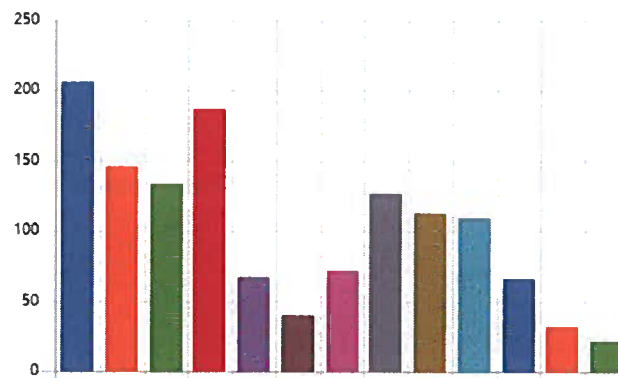


2. What activities would you participate in along the Rio Grande, if available?

*Select all that apply.

[More Details](#)

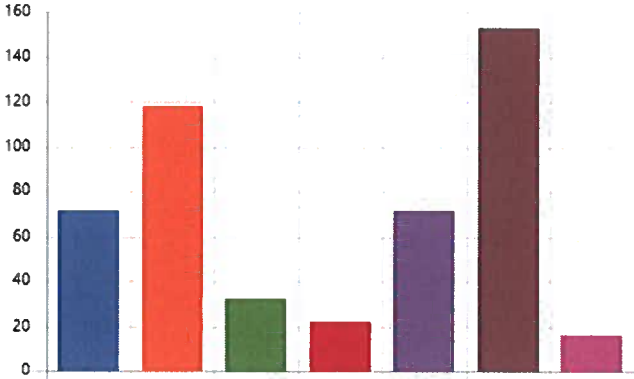
● Hiking	206
● Fishing	146
● Kayaking	133
● River Floating/Tubing	186
● Horseback Riding	67
● Outdoor Sports (soccer, volley...	40
● Camping	72
● Farmer's Markets	126
● Food Trucks	113
● Small-scale restaurants/cafes/...	109
● Shopping	66
● I would not participate in any ...	32
● Other	22



3. What type of commercial development, if any, would you like to see along the Rio Grande?
 *Select all that apply.

[More Details](#)

● Local boutiques	71
● Small-scale restaurants/cafes/...	118
● Urgent Care	32
● Motel	22
● Campground	71
● No commercial development	153
● Other	16

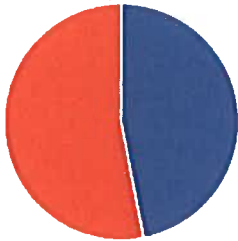


4. Do you believe a vehicular bridge crossing to the South side of the Rio Grande is important?

[More Details](#)



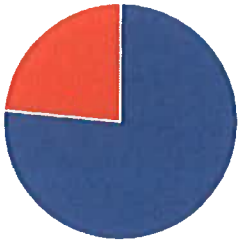
● Yes	143
● No	162



5. Do you believe a pedestrian bridge crossing to the South side of the Rio Grande is important?

[More Details](#)

● Yes	231
● No	71

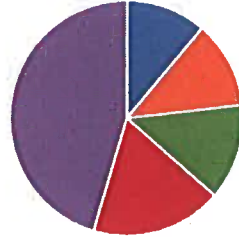


6. Understanding the City has limited funds for community amenities, what is your preference for sustainable revenue generation for the City?

*Select all that apply.

[More Details](#)

● Higher sales taxes	47
● Higher property taxes	51
● Other general use taxes	56
● Targeted improvement district...	77
● Expanding the overall commer...	192

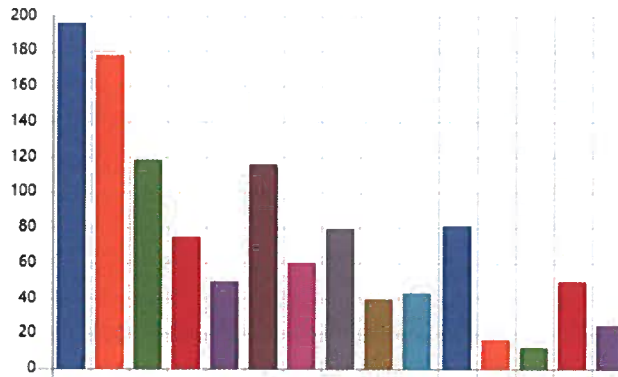


7. What opportunities would you like to see in Area 1 (along Riverside Dr, behind Veterans Memorial Park)?

*Select all that apply.

[More Details](#)

● Trails	195
● River/wildlife observation areas	177
● Education signage	118
● Parking	75
● Campground	49
● Restrooms/showers	115
● Outdoor recreation equipment...	60
● Food truck vending area	79
● Art/craft/other vending	39
● Local boutique	43
● Small-scale restaurant/cafe/ba...	81
● Urgent Care	16
● Motel	12
● I do not support any changes ...	49
● Other	25

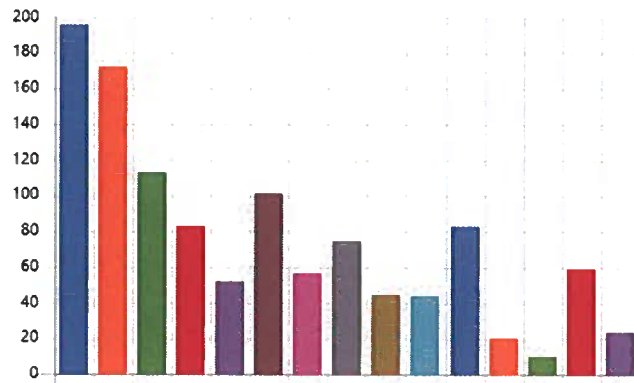


8. What opportunities would you like to see in Area 3 (south of Ralph Edwards Park on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing.

**Select all that apply.

More Details

● Trails	195
● River/wildlife observation areas	172
● Education signage	113
● Parking	83
● Campground	52
● Restrooms/showers	101
● Outdoor recreation equipmen...	56
● Food truck vending area	75
● Art/craft/other vending	45
● Local boutique	44
● Small-scale restaurant/cafe/ba...	83
● Urgent Care	20
● Motel	10
● I do not support any changes ...	59
● Other	24

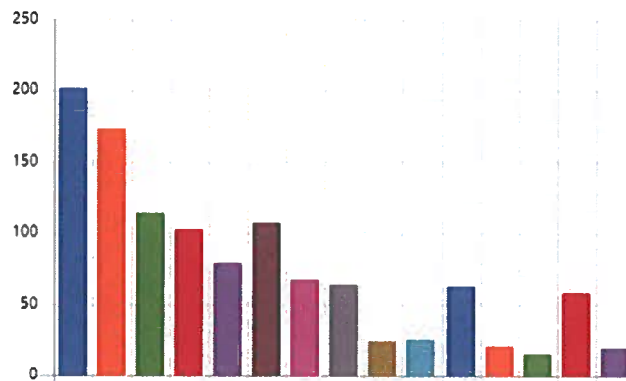


9. What opportunities would you like to see in Area 4 (north of Turtleback Ave on the south side of the Rio Grande)? *Requires vehicular or pedestrian bridge crossing.

**Select all that apply.

More Details

● Trails	201
● River/wildlife observation areas	173
● Education signage	114
● Parking	102
● Campground	78
● Restrooms/showers	107
● Outdoor recreation equipmen...	67
● Food truck vending area	64
● Art/craft/other vending	24
● Local boutique	25
● Small-scale restaurant/cafe/ba...	63
● Urgent Care	20
● Motel	15
● I do not support any changes ...	58
● Other	19



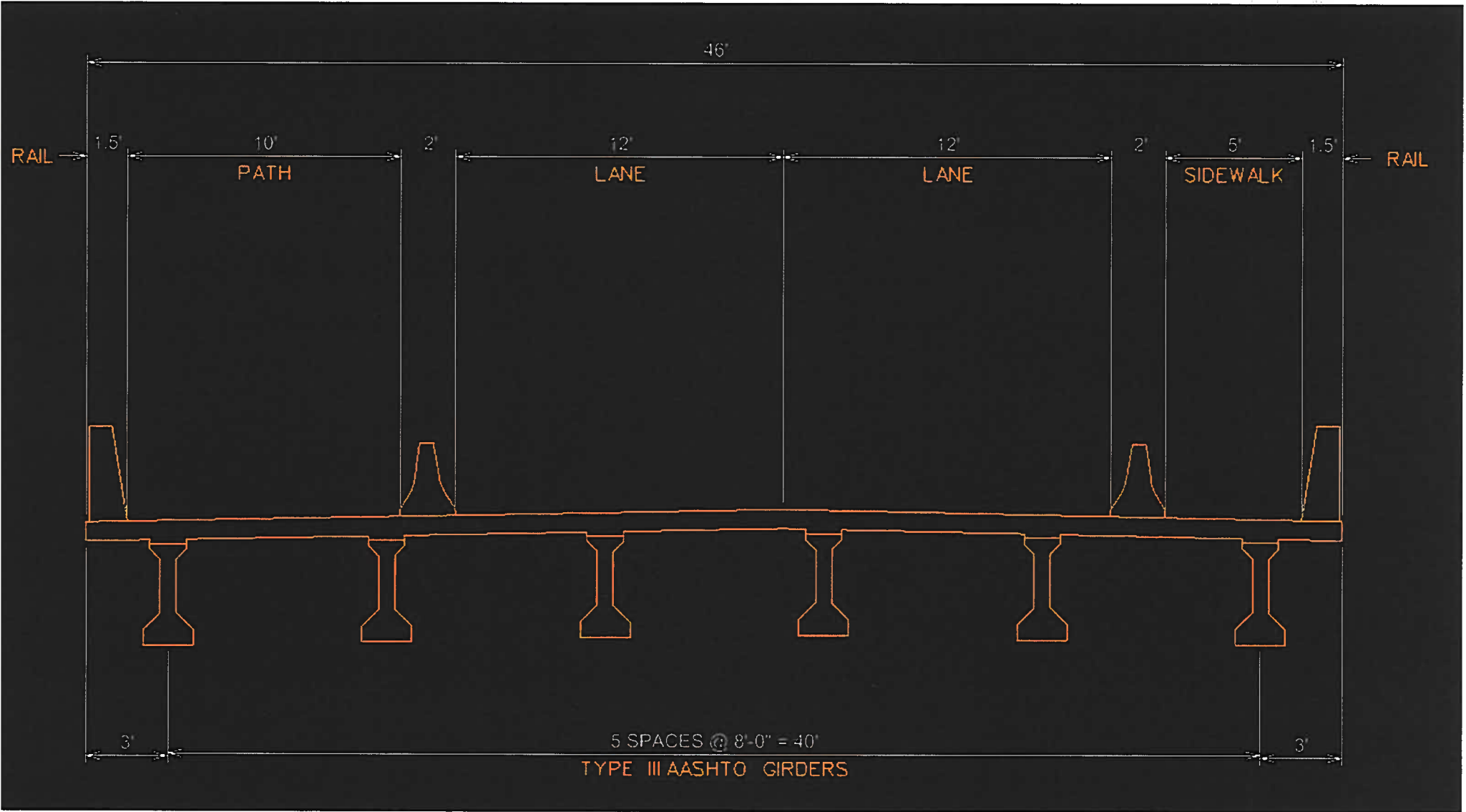


**Appendix B –
Planning-Level
Cost Estimates**

Area	Project Description	Notes	Unit	Quantity	Rate	Estimated Cost (2021 dollars)
1	Proposed Light Commercial					
	Small-scale restaurants/cafes, food trucks, recreation-based shopping, local shops, etc.	Private (costs not included)				
2	Private Residential					
	Currently platted, not proposed as part of this Study	Private (costs not included)				
3	Riverfront Park and Campground					
	Playground Equipment		Each	1	\$15,000	\$15,000
	Benches		Each	2	\$1,760	\$3,520
	Waste receptacles		Each	6	\$1,665	\$9,990
	Picnic structure		Each	2	\$35,000	\$70,000
	Small gateway signage		Each	1	\$50,000	\$50,000
	Small public restroom structure		Each	1	\$50,000	\$50,000
	Electrical: Lighting fixtures		Each	15	\$5,720	\$85,800
	Gravel parking lot		SF	7,500	\$8	\$60,000
	Level 2 electric vehicle charging stations		Each	2	\$6,000	\$12,000
	Subtotal					\$356,310
4	Outdoor Recreation Hub					
	Benches		Each	4	\$1,760	\$7,040
	Waste receptacles		Each	4	\$1,665	\$6,660
	Picnic structure		Each	2	\$35,000	\$70,000
	Small gateway signage		Each	1	\$50,000	\$50,000
	Small public restroom structure		Each	1	\$50,000	\$50,000
	Horseback riding trail		LF	5,280	\$30	\$158,400
	Concession Stand		Each	1	\$300,000	\$300,000
	Electrical: Lighting fixtures		Each	15	\$5,720	\$85,800
	Gravel parking lot		SF	7,500	\$8	\$60,000
	Level 2 electric vehicle charging stations		Each	1	\$6,000	\$6,000
	Full-size asphalt basketball court		Each	1	\$85,000	\$85,000
	Full-size soccer field		Each	1	\$750,000	\$750,000
	Subtotal					\$1,628,900
5	Bicycle Loop					
		Trail	LF	21,120	\$120	2,534,400
	Subtotal					\$2,534,400
6	Connections to Development					
	Information Kiosk		Each	1	\$18,000	\$18,000
	Sidewalk improvements		LF	10,000	\$100	\$1,000,000
	Bridge crossing	See Appendix D for full bridge planning-level cost estimate breakdown	Each	1	4,400,575	\$4,400,575.47
	Subtotal					\$5,418,575
	Contingency	20% of estimated costs				\$1,987,637
	Total construction costs					\$9,938,185
	Professional services	6% of construction costs				\$596,291
	TOTAL					\$12,522,113.69



**Appendix C –
Proposed Bridge
Cross-Section**





**Appendix D –
Budgetary Cost
Estimates**

Planning-Level Cost Estimate for Proposed Bridge Crossing

Item Number	Item Description	UNIT	UNIT PRICE	QUANTITY	COST
210002	MAJOR STRUCTURE EXCAVATION	C.Y.	\$ 69.08	165.2	\$ 11,412.02
210003	MAJOR STRUCTURE BACKFILL	C.Y.	\$ 111.03	446.6	\$ 49,586.00
501100	PILE SPLICES	EA	\$ 970.00	16	\$ 15,520.00
502036	DRILLED SHAFT FOUNDATION 36" D	L.F.	\$ 487.30	1680	\$ 818,664.00
511000	STRUCTURAL CONCRETE, CL A	C.Y.	\$ 1,087.66	509.6	\$ 554,271.54
511070	STRUCTURAL CONCRETE, CLASS HPD	C.Y.	\$ 1,041.00	36.4	\$ 37,892.40
514042	CONCRETE BARRIER RAILINGS 42"	L.F.	\$ 242.43	720	\$ 174,549.60
518045	PRESTRESS. CONC. BRIDGE MEMBER TYPE 45	L.F.	\$ 370.66	1200	\$ 444,793.80
531001	PERMANENT ANTI-GRAFFITI PROTECTIVE COAT	S.F.	\$ 1.31	5307.4	\$ 6,952.69
540060	REINFORCING BARS GRADE 60	LB	\$ 1.99	113686	\$ 226,234.34
540061	GALVANIZED BARS GRADE 60	LB	\$ 3.09	89975	\$ 278,023.37
560000	ELASTOMERIC BEARING PADS	EA	\$ 379.59	36	\$ 13,665.24
562000	BRIDGE JOINT STRIP SEALS	L.F.	\$ 298.24	92	\$ 27,438.08
564000	PERFORMED CLOSED CELL FOAM BRG JNT SEALS	L.F.	\$ 54.92	92	\$ 5,052.64
602000	RIPRAP CLASS A	C.Y.	\$ 243.54	767	\$ 186,793.07
607076	PEDESTRIAN SCREENING FENCE, TYPE 1	L.F.	\$ 242.07	400	\$ 96,828.00
				TOTAL	\$ 2,947,676.79
				Mobilization 10%	\$ 294,767.68
				FINAL	\$ 3,242,444.47



TorC Utility River Crossing
Alternative Cost Estimate
TorC, New Mexico

ITEM DESCRIPTION	UNIT	QTY.	UNIT	TOTAL
			PRICE	PRICE
Water Construction Costs				
Mobilization/Demobilization	LS	1	\$ 26,000.00	\$ 26,000
Furnish and Install 12-inch C900 PVC DR-18 Waterline, (including all material, labor, potholing, trenching, bedding, removal of waste excavation, import backfill, joint restraints, warning tape, tracer wire, backfilling, compaction, disinfection, site restoration and all related appurtenances not separately listed on the bid form), CIP	LF	500	\$ 75.00	\$ 37,500
Furnish and install 12-inch Ductile iron pipe (incl. bridge hangers, transition coupling and all related appurtenances not included on Bid Form), CIP	LF	750	\$ 225.00	\$ 168,750
Locate and Connect to Existing Waterline, (incl. all materials, labor, fittings used for connection, removal and disposal of pipe, potholing, excavation, backfill, site restoration and all necessary items not separately listed on the bid form), CIP	EA	2	\$ 2,470.00	\$ 4,940
Furnish and Install 8-inch Gate Valve in Cast Iron Valve Box, (including all labor, materials and related appurtenances not separately listed on Bid Form), CIP	EA	4	\$ 2,795.00	\$ 11,180
Dewatering for water line, greater than 8' drawdown, (including all labor, materials, pumps, gravel trench stabilization, excavation, backfill and site restoration), CIP	LF	500	\$ 100.00	\$ 50,000.00
Wastewater Construction Costs				
Furnish and Install 6-inch Low Pressure Sewer Force Main, utilizing 4-in HDPE by Open Trenching, CIP	LF	500	\$ 45.00	\$ 22,500.00
Furnish and Install 6-inch Low Pressure Sewer Force Main, incl. bridge hangers, transition coupling and all related appurtenances not included on Bid Form), CIP	LF	750	\$ 180.00	\$ 135,000.00
Connection to Existing Force Main	EA	1	\$ 1,750.00	\$ 1,750.00
Dewatering for sewer line, greater than 8' drawdown, (including all labor, materials, pumps, gravel trench stabilization, excavation, backfill and site restoration), CIP	LF	500	\$ 100.00	\$ 50,000.00
			Construction Subtotal	\$ 507,620
			2-yr Inflation @ 4.60%/yr	\$ 46,701
			Construction Contingency @ 20 % of Construction Subtotal	\$ 110,864
			NMGRT for TorC at 8.5%	\$ 56,541
			Construction Total	\$ 721,726
Non-Construction Costs				
			Pre-Engineering - Data Collection	\$ 40,513
			Engineering - Design	\$ 79,900
			Engineering - Bid Phase	\$ 12,500
			Engineering - Construction Inspection	\$ 203,000
			Engineering - Construction Management	\$ 67,000
			Engineering Services Subtotal	\$ 402,913
			NMGRT for Engineering Services at 8.3125%	\$ 33,492
			Engineering Services Total	\$ 436,405
			Non-Construction Total	\$ 436,405
Total Project Amount				\$ 1,158,131



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.1

SUBJECT: Acknowledgment of November 2, 2021 Election Results and Official Canvass.
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: November 12, 2021
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: City Clerk Torres

Summary/Background:

The Municipal Election was held on November 2, 2021. The Canvass of the election was held on Tuesday, November 9, 2021 through the Sierra County Clerk and the Sierra County Commissioners. The official Oath of Office will be administered by Judge Sanders during the Wednesday, December 15, 2021 City Commission Meeting.

The results confirmed the following were elected as Commissioners:

Position I (4 year term) – Destiny D. Mitchell

Position III (4 year term) – Merry Jo Fahl

Position III (2 year term) – Rolf M. Hechler

Recommendation:

None.

Attachments:

- Election Canvass

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 11-17-2021



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Sierra County, State of New Mexico, canvass the Local Election held in said county, November 2, 2021, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 9, 2021
Date

ATTEST:

Shelley K. Jujiello
Clerk

[Signature]
Member

James E. Payson
Chairman

[Signature]
Member

Member

SEAL

Member

Member

Sierra County**Countywide**Ballots Cast Summary of Local Election Held on November 2, 2021
State of New Mexico

Precinct	Absentee	Early	Election Day	Hand	Provisionals	Total Ballots Cast
PRECINCT 001	0	35	109	0	0	144
PRECINCT 002	11	150	157	0	0	318
PRECINCT 003	5	16	81	0	0	102
PRECINCT 004	1	64	82	0	0	147
PRECINCT 005	5	38	63	0	0	106
PRECINCT 006	6	28	36	0	0	70
PRECINCT 007	5	67	65	0	0	137
PRECINCT 008	12	94	76	0	0	182
PRECINCT 009	0	15	15	0	0	30
PRECINCT 010	4	88	97	0	0	189
PRECINCT 011	6	92	76	0	0	174
PRECINCT 012	15	156	174	0	0	345
	70	843	1031	0	0	1944

Sierra County

Canvass of Returns of Local Election
Held on November 2, 2021 - State of New Mexico

Summary Bucket Report

Ballots Cast	70	0	0	0	0	0	0	0	843	0	0	0	1031	0	0	0
	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
Mayor - ELEPHANT BUTTE																
MICHAEL J WILLIAMS ()	3	0	0	0	0	0	0	70	0	0	0	65	0	0	0	138
DAVID M DUVALL ()	2	0	0	0	0	0	0	26	0	0	0	48	0	0	0	76
PHILLIP WARD MORTENSEN ()	7	0	0	0	0	0	0	94	0	0	0	92	0	0	0	193
Commissioner - Position 1 - CITY OF TRUTH OR CONSEQUENCES																
SANDRA K WHITEHEAD ()	20	0	0	0	0	0	0	215	0	0	0	180	0	0	0	415
DESTINY D MITCHELL ()	20	0	0	0	0	0	0	214	0	0	0	240	0	0	0	474
Councilor - ELEPHANT BUTTE																
EDNA MARIE TRAGER ()	6	0	0	0	0	0	0	106	0	0	0	101	0	0	0	213
ORLANDO A SAAVEDRA ()	4	0	0	0	0	0	0	51	0	0	0	61	0	0	0	116
CATHY LYN HARMON ()	3	0	0	0	0	0	0	74	0	0	0	72	0	0	0	149
DEBORAH J VANCE (write in) ()	3	0	0	0	0	0	0	17	0	0	0	28	0	0	0	48
Trustee - VILLAGE OF WILLIAMSBURG																
WILLIAM N FRAZIER II ()	1	0	0	0	0	0	0	5	0	0	0	18	0	0	0	24
KELL A E TOOK ()	1	0	0	0	0	0	0	9	0	0	0	8	0	0	0	18
MISTY GWEN GUSTIN ()	4	0	0	0	0	0	0	10	0	0	0	15	0	0	0	29
LEE R WEDGWOOD (write in) JR ()	0	0	0	0	0	0	0	1	0	0	0	3	0	0	0	4
Commissioner - Position 3 - CITY OF TRUTH OR CONSEQUENCES																
MERRY JO FAHL ()	22	0	0	0	0	0	0	164	0	0	0	148	0	0	0	334

Sierra County

Canvass of Returns of Local Election
Held on November 2, 2021 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
PAUL A BACA ()	7	0	0	0	0	0	0	166	0	0	0	137	0	0	0	310
INGO HOEPPNER ()	11	0	0	0	0	0	0	101	0	0	0	134	0	0	0	246
Councilor - ELEPHANT BUTTE																
KIM W SKINNER ()	10	0	0	0	0	0	0	158	0	0	0	163	0	0	0	331
Trustee - VILLAGE OF WILLIAMSBURG																
PAUL JAMES MORA ()	0	0	0	0	0	0	0	3	0	0	0	17	0	0	0	20
MAJORIE E POWEY ()	1	0	0	0	0	0	0	16	0	0	0	23	0	0	0	40
Commissioner - Position 4 - CITY OF TRUTH OR CONSEQUENCES																
RON FENN ()	10	0	0	0	0	0	0	74	0	0	0	74	0	0	0	158
JOSEPH LOUIS SCHWAB ()	12	0	0	0	0	0	0	164	0	0	0	171	0	0	0	347
ROLF M HECHLER ()	20	0	0	0	0	0	0	189	0	0	0	166	0	0	0	375
Municipal Judge - VILLAGE OF WILLIAMSBURG																
CAROL L WOODS ()	0	0	0	0	0	0	0	11	0	0	0	36	0	0	0	47
School Board Member Position 1 - T OR C MUNICIPAL SCHOOL BOARD																
ANITA F PETERSEN ()	33	0	0	0	0	0	0	325	0	0	0	500	0	0	0	858
CHRISTINE JUNE LA FONT ()	32	0	0	0	0	0	0	461	0	0	0	479	0	0	0	972
School Board Member Position 4 - T OR C MUNICIPAL SCHOOL BOARD																
H BRETT SMITH ()	21	0	0	0	0	0	0	394	0	0	0	495	0	0	0	910
MARK BROWN HEDGE ()	39	0	0	0	0	0	0	402	0	0	0	488	0	0	0	929

Sierra County

Canvass of Returns of Local Election
Held on November 2, 2021 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
School Board Member Position 5 - T OR C MUNICIPAL SCHOOL BOARD																
WENDY A KESSINGER ()	31	0	0	0	0	0	0	358	0	0	0	435	0	0	0	824
JAMIE ELAINE SWEENEY ()	26	0	0	0	0	0	0	376	0	0	0	489	0	0	0	891
Soil & Water Supervisor 3 - SIERRA SOIL & WATER CONSERVATION BOARD																
JENNIE M BIERNER ()	44	0	0	0	0	0	0	647	0	0	0	735	0	0	0	1426
Caballo Soil & Water Supervisor At Large - CABALLO SOIL AND WATER																
LINDA S ALVAREZ ()	0	0	0	0	0	0	0	10	0	0	0	26	0	0	0	36
KEITH S FRANZOY ()	0	0	0	0	0	0	0	7	0	0	0	42	0	0	0	49
CASEY E MC GUIRE ()	0	0	0	0	0	0	0	17	0	0	0	43	0	0	0	60
Soil & Water Supervisor 4 - SIERRA SOIL & WATER CONSERVATION BOARD																
RONALD C WOOLF ()	49	0	0	0	0	0	0	610	0	0	0	717	0	0	0	1376

Sierra County

Canvass of Returns of Local Election
Held on November 2, 2021 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
PUBLIC SCHOOL CAPITAL IMPROVEMENTS (\$2.00 MILL) TAX QUESTION: Shall the Board of Education of the Truth or Consequences Municipal School District No. 6, County of Sierra, State of New Mexico, be authorized to impose a property tax of \$2.00 on each \$1,000.00 of net taxable value of the property allocated to the District under the Property Tax Code for the property tax years 2022, 2023, 2024, 2025, 2026, and 2027 for capital improvements in the District including payments made with respect to lease-purchase arrangements as defined in the Education Technology - T OR C MUNICIPAL SCHOOL DISTRICT																
Yes	38	0	0	0	0	0	0	505	0	0	0	608	0	0	0	1151
No	23	0	0	0	0	0	0	245	0	0	0	347	0	0	0	615

Sierra County

County Summary

Canvass of Returns of Local Election Held on November 2, 2021 - State of New Mexico
Canvass Sheet

Precinct	Ballots Cast	Mayor ELEPHANT BUTTE			Commissioner - Position 1 CITY OF TRUTH OR CONSEQUENCES		Councillor ELEPHANT BUTTE				Trustee VILLAGE OF WILLIAMSBURG				Commissioner - Position 3 CITY OF TRUTH OR CONSEQUENCES			Councillor ELEPHANT BUTTE		Trustee VILLAGE OF WILLIAMSBURG		Commissioner - Position 4 CITY OF TRUTH OR CONSEQUENCES			Municipal Judge VILLAGE OF WILLIAMSBURG		School Board Member Position 1 T OR C MUNICIPAL SCHOOL BOARD		School Board Member Position 4 T OR C MUNICIPAL SCHOOL BOARD		School Board Member Position 5 T OR C MUNICIPAL SCHOOL BOARD		Soil & Water Supervisor 3 SIERRA SOIL &		Caballo Soil & Water Supervisor At Large CABALLO SOIL AND WATER		Soil & Water Supervisor 4 SIERRA SOIL & PUBLIC SCHOOL CAPITAL IMPROVEMENTS (\$2.00 MILL) TAX QUESTION: Shall the Board of		Total					
		MICHAEL J WILLIAMS	DAVID M DUVALL	PHILLIP WARD MORTENSEN	SANDRA K WHITEHEAD	DESTINY D MITCHELL	EDNA MARIE TRAGER	ORLANDO A SAAVEDRA	CATHY LYN HARMON	DEBORAH J VANCE (write in)	WILLIAM N FRAZIER II	KELL A E TOOK	MISTY GWEN GUSTIN	LEER WEDGWOOD (write in) JR	MERRY JO FAHL	PAUL A BACA	INGO HOEPPNER	KIM W SKINNER	PAUL JAMES MORA	MAJORIE E POWEY	RON FENN	JOSEPH LOUIS SCHWAB	ROLF M HECHLER	CAROL L WOODS	ANITA F PETERSEN	CHRISTINE JUNE LA FONT	H BRETT SMITH	MARK BROWN HEDGE	WENDY A KESSINGER	JAMIE ELAINE SWEENEY	JENNIE M BIERNER	LINDA S ALVAREZ	KEITH S FRANZOY	CASEY E MC GUIRE	RONALD C WOOLF	Yes	No							
001	144																																											
002	318	84	36	116	2	1	118	71	83	41				1	2	0	188			2	0	1		80	57	85	57	77	54		36	49	60					90	46	0				
003	102																							129	178	172	123	137	150	258					250	177	116	0						
004	147																						91	47	85	60	46	85	129					82	46	47	0							
005	106										24	18	29	4									20	40										122	94	39	0							
006	70				23	42																	47	58	41	66	36	41	51	80					85	51	47	0						
007	137				64	66								14	11	42								15	19	31								46	46	15	0							
008	182				76	103								51	45	39								30	54	46								46	46	15	0							
009	30													79	65	36								79	94	69	108	80	86	145					98	82	40	0						
010	189	54	40	77	5	3	95	45	66	7				3	4	1	143							13	17	21	9	14	14	26					144	120	50	0						
011	174				92	77								64	71	34								51	128	98	67	83	81	157					146	110	54	0						
012	345				153	182								122	112	94								80	81	59	102	74	85	142					135	96	62	0						
Total	1944	138	76	193	415	474	213	116	149	48	24	18	29	4	334	310	246	331	20	40	158	347	375	47	858	972	910	929	824	891	1426	36	49	60	1376	1151	615	0						



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.2

SUBJECT: Possible recruitment of a qualified elector to fill the vacancy of City Commissioner Position II .

DEPARTMENT: Clerk's Office

DATE SUBMITTED: November 11, 2021

SUBMITTED BY: Angela A. Torres, City Clerk

WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk

Summary/Background:

During the October 13, 2021 City Commission Meeting, the Governing Body discussed different options for filling vacancy of City Commissioner Position II. The Commission agreed to wait until after the November 2nd Election to fill the vacancy. On October 27, 2021 the Governing Body asked that all interested parties submit a letter of interest no later than Wednesday, November 10, 2021 if they wished fill the vacant position. We received letters of interest from the following:

Rick Dumiak

Art Burger

Ingo Hoepfner

Shelly Harrelson

Paul Baca

Recommendation:

N/A

Attachments:

- Letters of interest

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 11-17-2021

Torres, Angela

From: Rick Dumiak <rdumiak@gmail.com>
Sent: Thursday, September 30, 2021 8:46 AM
To: Torres, Angela
Subject: Open Commission Position

Angela,

With the resignation of Commissioner Aaragon I assume the remaining city commissioners will be appointing someone to fill the open seat.

If so, what would I need to do to be considered for nomination?

Are there any forms to fill out or will this email suffice for me to be considered?

Thanks
Rick Dumiak

--
Rick

Bad decisions make great stories, yea I have some great stories....

TorC City Clerk

From: Art Burger <outlook_EC9027FD39E93688@outlook.com>
Sent: Monday, October 18, 2021 11:54 AM
To: TorC City Clerk; bruceSwingle@torcnm.org
Subject: Request to be Considered for Appointment to Open Seat

Follow Up Flag: Follow up
Flag Status: Flagged

Ms. Angela A. Torres, CMC
City Clerk-Treasurer
Truth or Consequences NM 87901

As reported to the Commission by Mr. Swingle during its Wednesday, October 13th regular meeting, I have submitted my name for consideration as a candidate for appointment to fulfill the remaining term for the open seat. To that end I've presented a brief resume below to inform the Commissioners of my background and qualifications. Please contact me at your convenience if there are any questions, if you need addition information, or if I need to doing anything else at this time.

Regards,

Art Burger
1503 N Riverside Dr. TorC NM 87601

Resume of Arthur W. Burger

1503 N. Riverside Drive
Truth or Consequences NM 87901

Background

Residents of Sierra County who have met Art Burger know him as the owner/director/curator of the newest gallery in town, The Center Gallery Fine Art at Foch and Main.

Art is also the President/CEO of Burger, Carroll & Associates, Inc. (BCA), a 30 year old New Mexico Corporation that he established in partnership with his late wife, Dr. Julie Carroll (1956-2012). BCA provides management and information system services to government agencies nationwide. Art has led projects in support of 2 federal agencies (Agriculture, Defense), all 50 states, hundreds of local governments, 14 Native American and tribal governments, and 2 US territorial governments (District of Columbia, Commonwealth of Puerto Rico). Art has personally worked with every Administration since President Ronald Reagan.

Work in New Mexico

In New Mexico Art has directed projects in support of the New Mexico Courts, the Office of the Secretary of State, and 18 executive agencies. Currently Art is directing BCA's quality assurance work in support of new information and financial systems for the Puerto Rico Department of Health.

Mr. Burger's technical experience spans change management, regulatory analysis, intergovernmental relations, organizational process, quality assurance, program integrity, fraud and abuse controls; and, information systems project management, design, procurement, evaluation, implementation, and Independent Verification and Validation. He is also recognized nationally as a leading expert on electronic government benefit delivery and e-government payment systems.

Technical Experience

Selected Publications and Presentations

Intergovernmental Regulatory Changes Under the Reagan Administration, Lovell, C., Burger, A., et al, Graduate School of Management, UC Riverside, National Science Foundation (Grant No. SES 8205159), 1984.

Statistical Approaches to WIC Vendor Monitoring and Fraud and Abuse Controls, Stollmack, S., & Burger, A., Alexandria, VA: U.S. Department of Agriculture, Food and Nutrition Service. 1982

"Government/Health Card Programs", Cartes '98, Paris, France, 1998.

Closer To Home: Potential for Smart Cards in Government Services and Benefits, Burger, A., and Bucceri, B., Burger, Carroll & Associates, Inc., 1998.

"The EBT Program in the USA: A Consultant's Perspective on the Next Generation", UK Post Office Research Group, Symposium on EBT, London, England, 1999.

"The EBT Program in the USA: New England PARTNERS Project", Digital Citizenship Cards Conference, Rome, Italy, 1999.

"EBT 101: An Understanding of EBT Technology, Applications, and Capabilities," Federal Reserve Bank of Philadelphia, 2004.

"Findings and Assessment of IT Industry Decision Making and Pricing Methods and Trends," California Department of General Services Procurement and Contracting Risk Assessment Project, 2006.

"Perceived Impediments to Participating in State and Local Procurement," Second Annual State and Local Procurement Symposium, American Bar Association Section of Public Contract Law and The National Association of State Procurement Officials, 2007.

"State Procurement Trends," Review of Governance Institute's Study of Prepaid Services Cards and How the Market is Evolving," 2016 MasterCard Public Sector Forum, 2016.

Community Service Activities

Turquoise Trail Charter School, Santa Fe, NM, Co-Chair TTCS 7th and 8th Grade Expansion Advisory Committee, 2016.

Desert Academy Middle and High School, Board of Trustees member 2007-2012, President 2008-2012.

Turquoise Trail Charter School, Santa Fe, NM, President, TTCS Foundation, 2004-2006.

Santa Fe Youth Soccer Fund, Founder, Santa Fe Community

Foundation, 2005

Santa Fe NM Chapter of the American Youth Soccer Organization,
Board Member and Development Chair, 2001-2005

For additional information contact:

Art Burger, BCA, 201 Foch St, Truth or Consequences NM 87901
505-231-8127 artburger@burgercarroll.com

Art Burger, The Center Gallery Fine Art
201 S. Foch St. Truth or Consequences NM 87901
505-316-8130 connect@thecentergallery.com

November 03, 2021

Shelly Harrelson
519 N. Caballo Rd
T. or C. NM, 87901

Subject: Interest in position 2 open seat

To whom it may concern:

My name is Shelly Harrelson. I would like to submit name for the position 2 open seat. I am an invested member of this community. I am eager to support and represent the residents of Truth or Consequences.

I was raised in Sierra County. I am a graduate from Hot Springs High School and so did my oldest daughter, my mother, and my grandmother. I have raised my family here and as you can see, my roots run deep in this community.

I have a child in the Truth or Consequences Public Schools. I have been a volunteer for many youth programs in our community. I would like to be part of the development of our community and participate on the team that develops and implements process and systems that promote community growth and infrastructure.

I have extensive background in budget and finance through multiple NM state positions I have held through the years. I have been a part of reading NM state grants for funding and have developed grants in partnership with other state entities. This work also included grant oversight and implementation. I feel I would be an asset as part of the team that supports our residents, our businesses, and our community needs. I believe in hearing constituents concerns and am open to ideas from the community that benefit the City of T or C. I would like to support the implementation of sustainability in our infrastructure and community needs.

I feel I am the right person to listen and engage in the progression of Truth or Consequences. I feel I have a good understanding of our community and would be an asset to the team.

Sincerely,

Shelly Harrelson

Ingo Hoepfner

TorC, November 3, 2021

422 N Broadway St

Truth or Consequences, NM 87901

City Clerk's Office

505 Sims St

Truth or Consequences, NM 87901

Letter of Intent, for the vacant City Commission Position II

Dear City Commissioners,

My name is Ingo Hoepfner, and I am a German Air Force Veteran, trained Industrial Management Assistant, local Business owner (Ingo's Art Café) and Founder and President of Acknowledge Create Teach Corp, a local youth non-profit.

I would like to apply for the 2year position of the vacant seat of City Commissioner position 2.

I am confident, that my experience in Personnel, Housing Management, Logistics and Health and Safety would be a asset to the City of Truth or Consequences.

I care a lot for our town and would like to be part of the Commissions hard work to make positive changes, that benefit the city and its community.

I am looking forward to the next commission meeting and hope you would consider me as a qualified candidate for City of TorC Commissioner position 2.

If you have any questions, please feel free to contact me via email ingo87901@gmail.com or phone (575) 551-8186.

Sincerely



Ingo Hoepfner

Torres, Angela

From: Baca, Paul
Sent: Wednesday, November 10, 2021 1:25 PM
To: Torres, Angela
Subject: Potion 2

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Categories: Agenda Items

Hi just wanted to add my name to the list for this position. Thank you

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.3

SUBJECT: Dissolve/Close Golf Course Infrastructure Fund

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

The Golf Course Infrastructure fund was established during the time the Golf Course was under Golf Pro Management as part of the Golf Pro Agreement as noted in the attached Resolution 04-07/08. At that time, contracted management received 95-100% of the Daily and Annual Fees. The purpose of the fund was for tracking revenues received to ensure proper reporting was being done by contracted management and to establish a fund for revenues to be put back into the infrastructure. Since the Golf Course is now overseen by the Municipality, the city receives 100% of the revenues and the GIF is no longer needed.

Recommendation:

Approve staff request to dissolve and close the golf course infrastructure fund

Attachments:

- Resolution 04-07/08
- GIF Budget Report

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 11-17-2021

RESOLUTION No. 04-07/08

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE GREEN FEES FOR THE MUNICIPAL GOLF COURSE

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 the management and maintenance of the Municipal Golf Course, and

WHEREAS, the City recognizes that the fees for use of the golf course are kept artificially low in order to make the golf course affordable to the residents of Sierra County; and

WHEREAS, the Golf Advisory Board has recommended the adoption of the following fees.

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 for the use of the Municipal Golf Course:

Fee Structure

Daily Greens Fees:

9 Holes	\$10.00 *
Weekend	\$11.50 *
18 Holes	\$14.00 *
Weekend	\$18.00 *

Tournament Fee/ group (per round includes cart rental)

9 Holes	\$ 11.00 *
18 Holes	\$ 16.00 *

*These rates include the \$1.00 sign-in fee.

Cart Rentals/ Lease (includes trail fee)

9 Holes	\$ 10.00
18 Holes	\$ 15.00
1 Month	\$ 50.00

3 Months	\$130.00
6 Months	\$230.00
Yearly	\$400.00

Cart Trail Fee

1 Month	\$ 50.00
3 Months	\$ 80.00
6 Months	\$140.00

Annual	\$240.00
Yearly Storage Fees (includes trail fee)	
Electric	\$400.00
Gas	\$350.00

Memberships

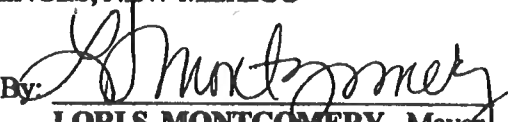
1 Month	
Single	\$100.00
Senior	\$ 85.00
Family	\$185.00
Family Senior	\$160.00
3 Month	
Single	\$220.00
Senior	\$190.00
Family	\$330.00
Family Senior	\$280.00
6 Month	
Single	\$300.00
Senior	\$255.00
Family	\$435.00
Family Senior	\$370.00
Annual	
Single	\$510.00
Senior	\$430.00
Family	\$760.00
Family Senior	\$650.00

A one (1) Dollar sign-in fee will be assessed to all players on a daily basis. A player returning on the same day will not have to pay the one dollar more than once. The fee is to be used exclusively for capital improvements/expansion to the golf course as set forth in the golf Pro Agreement..

The appropriate Gross Receipts Tax is to be applied in addition to all quantities listed herein.

PASSED, APPROVED AND ADOPTED this 14th day of August, 2007.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

By: 
LORI S. MONTGOMERY - Mayor

ATTEST:


MARY PENNER - City Clerk

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance	
					Favorable (Unfavorable)	Percent Remaining
307 - Golf Course Improv	16,454.00	16,454.00	0.00	0.00	16,454.00	100.00 %
Report Total:	16,454.00	16,454.00	0.00	0.00	16,454.00	100.00 %



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.4

SUBJECT: Approve Amendments to Frisbee Golf Fees Resolution No. 55 20/21

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City Commission approved the Resolution at their meeting on June 23, 2021. Staff is requesting to amend the Resolution pursuant to dissolving and closing the Golf Course Infrastructure Fund. No changes to Frisbee Golf Fees are amended.

Recommendation:

Approve Amended Resolution 55 20-21

Attachments:

- Resolution No 55 20/21
- Amended Resolution No 55 /20/21

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 11-17-2021

RESOLUTION NO. 55 20/21

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE FEES FOR FRISBEE GOLF AT MUNICIPAL GOLF COURSE.

Whereas, the collection of fees are needed in order to recover some of the costs related to the provision of services by the City related to the management and maintenance of the Municipal Golf Course/ Frisbee golf course; and

Whereas, the City recognizes that the fees for use of the Frisbee/Disc golf course are kept artificially low to make the Frisbee/disc golf affordable to the residents; and

Whereas, the Parks and recreation Advisory Board recommends the adoption of the fees set forth in this resolution as discussed in our Public meeting held June 7th, 2021

NOW THEREFORE, be it resolved by the City Commission of the City of Truth or Consequences that the following fees are to be collected for the use of the Municipal Frisbee Golf Course:

T or C Disc/ Frisbee Golf Course Fees

Daily Green Fees

Standard Rate of \$2.00 per player, per day.

* Appropriate current tax is .085%

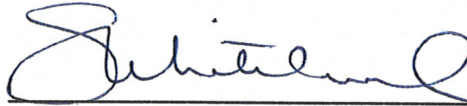
*GCIF = Golf Course Improvement Fund (includes Gross Receipt Tax)

Applicable fees apply for debit and credit card transactions.

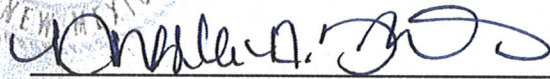
(\$1) of the \$2.00 Fee will be applied to the GCIF and will be assessed to all players on a daily basis (except free fees). The fee is to be used exclusively for improvements/maintenance to the T or C Municipal Frisbee golf course.

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

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO



Sandra Whitehead, Mayor



Angela Torres, City Clerk



AMENDED RESOLUTION NO. 55 20/21

AMENDED RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE FEES FOR FRISBEE GOLF AT THE MUNICIPAL GOLF COURSE

WHEREAS, the City of Truth or Consequences owns and operates the City of Truth or Consequences Frisbee Golf Course located at the Municipal Golf Course and is responsible for establishing rates and fees;

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 management and maintenance of the Frisbee Golf Course; and

WHEREAS, the Parks and Recreation Advisory Board recommended the adoption of the fees set forth in this resolution at their scheduled meeting held June 7th, 2021; and

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

1. The Frisbee Golf Course Rates to be set at a rate of \$2.00 per day per player and will be effective immediately upon adoption.
2. The City Commission may review the Frisbee Golf Course Rates set forth in this Resolution annually.
3. This resolution repeals and replaces all previous Resolutions and frisbee golf course rates/fees for the City of Truth or Consequences Frisbee Golf Course located at the City of Truth or Consequences Municipal Golf Course, and also amends the Resolution adopted by the City Commission at its June 23, 2021 regular meeting.

PASSED, APPROVED AND ADOPTED this 17th day of November, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.5

SUBJECT: Accept and Approve Interim Loan Funding Offer from Bank of the Southwest and open a bank account for the Interim Loan Funding

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 10, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

USDA MSD Project design is complete and bridge loan has closed. City is ready to proceed with Bid and Construction, USDA requires Interim Loan Financing. Bank of the Southwest has provided a letter of Commitment for Interim Financing. Once construction of project is complete, USDA will close on the Loan including any origination fees and interest paid and loan will be with USDA at interest rate to be determined at time of closing (approx. 2.125%) per Letter of Conditions.

Recommendation:

Approve City Manager to proceed with Interim Financing and authorize staff to open account at Bank of the Southwest

Attachments:

- Bank of the Southwest Letter of Commitment
- USDA Letter of Conditions

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 11-17-2021



Member FDIC

True to you.

October 19, 2021

City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87109

Dear City Officials,

Thank you for considering Bank of the Southwest (BOSW) for your financing needs. BOSW is pleased to submit the following terms and conditions for City of Truth or Consequences Water System Improvements loan request. The Bank's Executive Loan Committee and Board of Directors are offering the following terms and conditions:

Requested Loan Amount and Purpose: \$5,487,000: For the Downtown Distribution Waterline Replacement/rehabilitation.

Interest Rate: Initial rate of 4.25%, based on Prime (currently at 3.25%) plus 1.00%, adjusting annually
OR
5.00% fixed for the term of the loan.

Terms: 36-month interim construction line of credit, with interest payments due monthly.

Closing Costs: All ordinary and customary closing costs such as, but not limited to but not limited to, 1% loan origination and \$175 loan documentation fees.

Collateral: 1st Lien on Net Revenues of Truth or Consequences Utility System. A bond covering the amount of the loan will be required from the City as well.

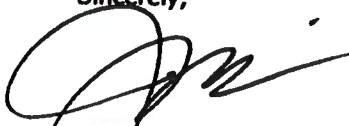
Conditions: Documentation of City's organization structure, including the organizations legal authority to borrow funds and obligate the proposed collateral. Minutes of the latest election/appointment of officials, and approval to secure the subject loan. Resolution approving the loan and authorizing signers for the loan.

Terms proposed herein shall expire thirty (30) days from the date of this letter. Bank of the Southwest will require, among other terms and conditions, various conditions precedent to the initial advance.

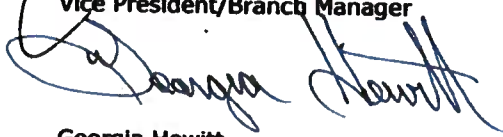
These elements include certain customary representations and warranties as well as the above-described conditions, including documentation requested by legal review. Those matters which are not covered by or made clear herein are subject to mutual agreement of the parties and all matters are subject to amplification in the legal documentation.

We look forward to working with the City of Truth or Consequences on this project. If you have any questions or concerns, please feel free to call anytime. Once again, the staff of BSW would like to express appreciation to you for giving Bank of the Southwest this opportunity.

Sincerely,



Jason Garcia
Vice President/Branch Manager



Georgia Hewitt
Executive Vice President/Chief Lending Officer



September 26, 2019

City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87109

SUBJECT: City of Truth or Consequences
Water System Improvements
\$5,487,000 Loan and \$3,930,000 Grant Application

Dear Mayor and Commission:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The funding will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA Rural Development, both of which are referred to throughout this letter as the Agency. Any changes in project cost, source of funds, scope of project or any other significant changes in the project or applicant must be reported to and concurred with by the Agency by written amendment to this letter. If significant changes are made without obtaining such concurrence, the Agency may discontinue processing of the application.

This letter does not constitute loan and grant approval, nor does it ensure that funds are or will be available for the project. The loan and grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official.

You are responsible for ensuring the project is completed in a timely, efficient, and economical manner. **All projects must be completed and funds disbursed within 3 years of obligation.**

You must meet all conditions set forth under Section III – Conditions Required Prior to Advertising for Bids within 365 days of the date of this letter. If you have not made satisfactory progress to meet these conditions within this time frame, the Agency reserves the right to withdraw Agency funding.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within 1 day:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

Rural Development • New Mexico State Office
One Sun Plaza
100 Sun Avenue NE, Suite 130
Albuquerque, NM 87109
Voice (505) 761-4950 • Fax (855) 543-9499

USDA is an equal opportunity provider, employer, and Lender.

The conditions are as follows:

SECTION I – SCOPE OF PROJECT

1. **Project Description** – Funds will be used to for the Downtown Distribution Waterline Replacement/rehabilitation, Replace the existing gas chlorination system at the Cook Street Facility, install variable frequency drives on existing booster pumps at the Cook Street Facility, install a new flow meter and new chlorine injection point at the Cook Street Facility, install a new backup generator at the Cook Street Facility, upgrade drinking water SCADA/HMI system which is located at the wastewater treatment plant, and remote terminal units at the following sites: Cook Street Facility (Well #1, Tanks and Booster Station), Well #2, Well #4, Well #6, Well #7, Well #8, Morgan Tank & Booster Station, Pershing Booster Station, Cemetery Road Tanks, and Dispatch Center. Replace approximately 32,800 linear feet of 6-inch, 8-inch and 12-inch old and leaking lines on Broadway, Main Street, Pershing, Foch, Daniels, McAdoo, N. Broadway, and Austin within the Main Street District to reduce water losses and increase overall system efficiency

Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal, State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

2. **Project Funding** – Project funding is planned from the following sources:

Agency Loan:	\$5,457,000
Agency Grant:	\$3,930,000
TOTAL PROJECT COST:	\$9,417,000

This funding is offered based on the amounts stated above. **Any increase in non-Agency funding will be applied first as a reduction to Agency grant funds, up to the total amount of the grant, and then as a reduction to Agency loan funds.**

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Agency funds will not be used to pre-finance funds committed to the project from other sources.

3. **Project Budget** – Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Development Work	
Construction	\$6,356,096
New Mexico GRT	\$ 594,295
Land and Rights-of-Way	\$ 0

Legal/Administrative:	
Local Attorney	\$ 1,000
Bond Counsel	\$ 21,000
New Mexico Albuquerque GRT (Bond)	\$ 1,654
New Mexico TorC GRT	\$ 85
Engineering Fees:	
Basic Design	\$ 815,821
Resident Inspection	\$ 156,000
Additional Services	\$ 93,000
Reimbursables	\$
New Mexico Las Cruces GRT	\$ 83,855
Interim Interest	\$ 658,500
Contingencies	\$ 635,694
TOTAL	\$9,417,000

Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. Obligated loan or grant funds not needed to complete the proposed project will be deobligated prior to start of construction. **Any reduction will be applied to grant funds first.**

SECTION II – LOAN AND GRANT TERMS

4. Repayment – The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing. Should the interest rate be reduced, the payment will be recalculated to the lower amount

Your loan will be scheduled for repayment over a period of 40 years. Payments will be equal monthly amortized installments, beginning one month after closing. For planning purposes, use a 2.125% interest rate and an amortization factor of 3.10 which provides for a monthly payment of \$17,010. The precise payment amount will be based on the interest rate at which the loan is closed and may be different than the one above.

The payment due date will be established as the day that the loan closes. Due dates falling on the 29th, 30th and 31st day of the month will be avoided.

5. Security – The loan will be secured by a Revenue bond with parity lien position. The bond will be fully registered as to both principal and interest in the name of the “United States of America Acting through the United States Department of Agriculture.” Bond Counsel will be utilized in preparation of these documents.

The bond and any ordinance relating thereto must not contain any provision in conflict with the Agency Loan Resolution, applicable regulations, or its authorizing law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 U.S.C. 1983. A draft of the bond, bond ordinance and closing documents must be reviewed and concurred in by the Agency prior to advertising for bids

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies) and RUS Bulletin 1780-12, “Water and Waste System Grant Agreement.”. The Loan Resolution must be duly adopted and executed prior to loan closing or start of construction, whichever occurs first.

A Parity Agreement will be required between the Agency and the Parity Lender. The bond must specify that, in the event of default each lender will be affected on a proportionate basis.

6. **Electronic Payments** – Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing.

7. **Disbursement of Agency Funds** – Any applicant contribution and connection/tap fees will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed. Agency grant funds will be expended last. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds.

8. **Reserves** – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service should the need arise. The following reserves are required to be established as a condition of this loan:

- a) **Debt Service Reserve** – As a part of this Agency loan proposal, you must establish a debt service reserve fund equal to at least one annual loan installment that accumulates at the rate of 10% of one annual payment per year for ten years or until the balance is equal to one annual loan payment. Ten percent of the proposed loan installment would equal \$20,361.90 per month; this amount should be deposited monthly until a total of \$203,619 has accumulated. Prior written concurrence from the Agency must be obtained before funds may be withdrawn from this account during the life of the loan. When funds are withdrawn during the life of the loan, deposits will continue as designated above until the fully-funded amount is reached.
- b) **Short-Lived Asset Reserve** – In addition to the debt service reserve fund, you must establish a short-lived asset reserve fund. Based on the preliminary engineering report, you must deposit at least \$170,861 into the short-lived asset reserve fund annually for the life of the loan to pay for repairs and/or replacement of major system assets. It is your responsibility to assess your facility’s short-lived asset needs on a regular basis and adjust the amount deposited to meet those needs.

9. **Environmental Requirements** – At the conclusion of the proposal’s environmental review process, specific actions were determined necessary to avoid or minimize adverse environmental impacts. As outlined in the Environmental Report dated August 7, 2019, the following actions are required for successful completion of the project and must be adhered to during project design and construction:

1. **Historic Preservation**

Mitigation Measure: Proposed waterlines will be designed to avoid excessive ground disturbance and above-grade alterations that could impact contributing properties within the Hot Springs Bathhouse, Commercial and Main Street Historic District where feasible. Construction activities, equipment, and work areas will avoid encroaching upon and directly altering all contributing historic properties within the Hot Springs Bathhouse, Commercial and Main Street Historic District by establishing a buffer zone, wherever feasible, between all proposed activities and all contributing historic properties. If the recommended buffer zone cannot be established due to physical conditions or other restrictions at the work site, the proponent will consult with NM SHPO to establish an acceptable alternative avoidance strategy or mitigation plan. Disturbed ground will be restored to the condition it was in prior to construction per standard NEPA guidelines and construction best management practices. In the unlikely event that historical/prehistoric resources are uncovered during the construction activity, construction should cease and the New Mexico State Historic Preservation Office should be immediately contacted.

2. **Environmental Risk Management**

Mitigation Measure: The potential exists that the presence of contaminated soils, groundwater, and/or a vapor encroachment condition may impact the waterline construction from the above listed facilities. Contamination from any of these sites may impact worker safety (contaminated soils, groundwater, and/or potential volatile organic compound [VOC] vapor release from excavation). If, during the course of construction or excavation activities, a petroleum hydrocarbon odor or any suspicious odor or appearance of contaminated soil is detected, then all work within the immediate area of the discovered hazardous material will stop until the New Mexico Department of Transportation (NMDOT) Project Manager is notified and a plan to dispose of the hazardous material has been developed. Subsequently, NMED will be contacted for consultation and appropriate actions taken.

The above mitigation requirements must be incorporated into the contract documents and enforced during and after construction. In addition, these mitigation requirements will be added as an addendum will be added to RUS Bulletin 1780-28, "Loan Resolution Security Agreement," or 1780-27, "Loan Resolution (Public Bodies)."

The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal and local laws, regulations and/or permits may apply or be required. If the project or any project element deviates from or is modified from the originally approved project, additional environmental review may be required.

10. Certifications – As a condition of the proposed funding, you executed as part of RD Apply and must comply with the following forms and certifications, as applicable:

- a) RD 400-1 "Equal Opportunity Agreement"
- b) RD 400-4 "Assurance Agreement"
- c) AD 1047 "Certification Regarding Debarment Transactions"
- d) AD 1049 "Certification Regarding Drug-Free Workplace"

- e) RD 1910-11 “Applicant Certification Federal Collection Policies Consumer/Commercial Debts”
- f) 1940-Q.Ex A-1 “Certification for Contracts, Grants and Loans”

SECTION III – REQUIREMENTS PRIOR TO ADVERTISING FOR BIDS

11. Legal Services – You are required to execute a legal services agreement with your attorney and bond counsel for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a “not to exceed” amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, “Legal Services Agreement,” or similar format may be used. If costs for the services are expected to exceed \$25,000, Form AD 1048, “Certification Regarding Debarment – Lower Tier Transactions” must be executed by the attorney and bond counsel. The legal services agreements must be submitted to the Agency for concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

12. Legal Authority – You must have or will obtain the legal authority necessary for owning, constructing, operating, and maintaining the proposed facility, and for obtaining, giving security for, and repaying the proposed loan. Your organizational document and your attorney’s opinion on your legal authority will be reviewed by the Agency’s Regional Attorney for adequacy. You agree to make any changes necessary and/or submit additional documentation to satisfy to this requirement.

13. Property Rights – You and your legal counsel must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands, and rights-of-way, and water rights needed for the project. Form RD 442-20, “Right-of-Way Easement” may be used to obtain any necessary easements for the proposed project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Such control over the lands and rights will be evidenced by the following:

- a) **Right-of-Way Map** – Your engineer will provide a color-coded map clearly showing the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
- b) **Form RD 442-21, “Right-of-Way Certificate”** – You will provide a certification on this form that all right-of-way requirements have been obtained for the proposed project.
- c) **Form RD 442-22, “Opinion of Counsel Relative to Rights-of-Way”** – Your attorney will provide a certification and legal opinion on this form addressing rights-of-way, easements, and title.
- d) **Water Rights** – You must submit evidence of title to water rights sufficient to properly operate the facility. Such evidence will include a certificate from the New Mexico State Engineer and an opinion from your attorney regarding the nature of the water rights owned. If water rights are to be acquired as part of this project, you must submit the purchase contract for our review. Final evidence of water rights must be submitted prior to loan closing or start of construction, whichever comes first.

The above rights-of-way forms may contain a few exceptions, such as properties that must be condemned or acquired as part of the project. However, new forms with no exceptions must be provided prior to the issuance of the notice to proceed.

You are responsible for the acquisition of all property rights necessary for the project and for determining that prices paid are reasonable and fair. The Agency may require an appraisal by an independent appraiser or Agency employee in order to validate the price to be paid.

14. System Policies & Procedures – The facility must be operated on a sound business plan. You must adopt policies, procedures, and/or ordinances outlining the conditions of service and use of the proposed system. Mandatory connection policies should be used where enforceable. The policies, procedures, and/or ordinances must contain an effective collection policy for accounts not paid in full within a specified number of days after the date of billing. They should include appropriate late fees, specified timeframes for disconnection of service, and reconnection fees. A draft of these policies, procedures, and/or ordinances must be submitted for Agency review and concurrence before closing instructions may be issued.

15. Contracts & Agreements – If the proposed system requires any contracts, leases, and/or agreements for its operation, a draft of these documents must be submitted to the Agency for review and concurrence before closing instructions may be issued.

- a) **Contracts for Services/Lease Agreement** – Drafts of any contracts or other forms of agreements for other services, including management, operation, and maintenance, or lease agreements covering real property essential to the successful operation of the facility, must be submitted to the Agency for review and concurrence prior to advertising for bids.
- b) **Parity Agreement** – Projects with parity liens must have in place a written agreement between the parity lenders. The draft agreement must receive Agency concurrence prior to advertising for bids.
- c) **Other agreements** with governments or other entities regarding joint operation of facilities, granting authority to Agency borrower for providing service within another entity's service area, etc. – Existing Agreement between the City of Truth or Consequences and Village of Williamsburg for sale of water and treatment of wastewater – The agreement must receive Agency concurrence prior to advertising for bids.

16. Closing Instructions – The Agency will prepare closing instructions as soon as the requirements of paragraphs 12-15 are complete, and a draft of the security instruments described in paragraph 5, have been submitted. Closing instructions must be obtained prior to advertising for bids.

17. Engineering Services – You are required to complete an Agreement for Engineering Services, which will consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," and as modified by RUS Bulletins 1780-26 and 1780-35, and New Mexico Supplement to RUS Bulletin 1780-26. If costs for the services are expected to exceed \$25,000, Form AD 1048, "Certification Regarding Debarment – Lower Tier Transactions" must be executed by the engineer. The agreement must be submitted

to the Agency for concurrence prior to advertising for bids. The Agency must approve any modifications to this agreement.

18. Contract Documents, Final Plans and Specifications – The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency approved forms of agreement.

The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

19. American Iron and Steel Requirements – Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) applies an American Iron and Steel requirement. Specifically, it provides the following:

- a) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- b) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- c) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that applying the requirement would be inconsistent with the public interest; iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

The American Iron and Steel requirements must be incorporated into the Agreement for Engineering Services, the Advertisement for Bids, and the Supplemental General Conditions. In addition, the engineer and contractor must comply with any reporting requirements. Additional guidance will be provided by the Agency.

20. Interim Financing – For all loans exceeding \$500,000, where loan funds can be borrowed at reasonable interest rates on an interim basis from commercial sources for the construction period, such interim financing will be used to preclude the necessity for multiple

advances of Agency loan funds. You must provide the Agency with a copy of the interim loan financing agreement for review prior to advertising for bids. The Agency approving official may make an exception when interim financing is cost prohibitive or unavailable. Grant funds from the Agency will be disbursed by multiple advances through electronic transfer of funds after interim financing or Agency loan funds are expended, in accordance with RUS Instruction 1780.45.

21. Construction Account – You must establish a separate construction account with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. All project funds will be deposited into this account and you must provide monthly bank statements to evidence payment of project expenses. Agency funds will be disbursed into the construction account through an electronic transfer system. Form SF-3881, “ACH Vendor/Miscellaneous Payment Enrollment Form” must be completed and submitted to the Agency prior to advertising for bids.

22. System Users/Proposed Operating Budget – This letter of conditions is based upon your indication at application that there will be at least 2,703 residential users, 555 non-residential users on system when construction is completed. Based on the water usage information in the PER and comparing your system to similar systems, we have determined that your system should produce at least \$1,323,613 in revenues.

- a) Before the Agency can agree to the project being advertised for construction bids, you must certify that the number of users indicated at application are currently using the system or signed up to use the system once it is operational. If the actual number of existing and/or proposed users that have signed up for service is less than the number indicated at the time of application, you must provide the Agency with a written plan on how you will obtain the necessary revenue to adequately cash flow the expected operation, maintenance, debt service, and reserve requirements of the proposed project (e.g. increase user rates, sign up an adequate number of other users, reduce in project scope, etc.). Similar action is required if there is cause to modify the anticipated flows or volumes presented following approval.
- b) Prior to advertising for bids, you must submit a proposed annual operating budget to the Agency, as well as a proposed rate schedule, which demonstrates an ability to cash flow the project as determined by our underwriting. The operating budget should be based on a typical year cash flow after completion of the construction. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis. Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system.
- c) If you are relying on mandatory connection requirements, you must provide evidence of the authorizing ordinance or statute. If you are relying on voluntary connections, you must provide a positive program to encourage connection by all users as soon as service is available. The program will be reviewed by the Agency prior to advertising for bids. A guide for developing your positive program is available from the Agency.

23. Other Funding – Prior to advertising for bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter from each source.

24. **Permits/Regulatory Approvals** – The owner or responsible party will be required to obtain all applicable permits and regulatory approvals for the project. The consulting engineer must submit a written certification that all applicable permits and regulatory approvals required prior to construction have been obtained prior to advertising for bids.

25. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. Technical assistance at no cost is available in preparing these documents.

26. **Bid Authorization** – Once all the conditions outlined in Section III of this letter have been met, the Agency will authorize you to advertise the project for construction bids. Such advertisement must be in accordance with applicable State statutes.

SECTION IV - REQUIREMENTS PRIOR TO START OF CONSTRUCTION

27. **Bid Tabulation** – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. You must also submit an opinion from your legal representative that the bidding procedures met applicable State law. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- a) **Cost Overruns.** If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds.
- b) **Excess Funds.** If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction with grant funds being deobligated first. Excess funds do not include contingency funds as described in this letter.

28. **Security Documents** – RUS Bulletin 1780-27, "Loan Resolution (Public Bodies) must be duly adopted and executed.

29. **Contract Review** – Your attorney will review and certify that the executed contract documents, including performance and payment bonds are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b). Once your attorney has certified that they are acceptable, the contract documents will be submitted to the Agency for its concurrence. The Notice to Proceed cannot be issued until the Agency has concurred with the construction contracts.

30. **Resident Inspector(s)** – We have considered your request for part-time inspection if appropriate and have determined full-time inspection for waterlines and part-time inspection for water tank is required for the proposed project. Inspection services are to be provided by the

consulting engineer unless other arrangements are requested in writing and concurred with by the Agency. A resume of qualifications of any resident inspector(s) will be submitted to the owner and Agency for review and concurrence prior to the pre-construction conference. The resident inspector(s) must attend the pre-construction conference.

31. Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

32. Final Rights-of-Way – For projects involving the acquisition of land and/or water rights, you must provide evidence that you have clear title to the land and water rights prior to the issuance of the Notice to Proceed. Land rights will be evidenced by a Final Title Insurance Policy on all existing real property related to the facility, now owned and to be acquired for this project. Water rights will be evidenced by a certificate from the New Mexico State Engineer and an opinion from your attorney regarding the nature of the water rights owned.

If any of the rights-of-way forms listed previously in this letter contain exceptions that do not adversely affect the suitability, successful operation, security value, or transferability of the facility, the approving official must provide a written waiver prior to the issuance of the Notice to Proceed.

33. Insurance and Bonding Requirements – Prior to the start of construction or loan closing, whichever occurs first, you must acquire and submit to the Agency proof of the types of insurance and bond coverage for the borrower shown below. The use of deductibles may be allowed, providing you have the financial resources to cover potential claims requiring payment of the deductible.

The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a) **General Liability Insurance** – Include vehicular coverage.
- b) **Workers' Compensation** – In accordance with appropriate State laws.
- c) **Fidelity or Employee Dishonesty Bonds** – Include coverage for all persons who have access to funds, including persons working under a contract or management agreement. Coverage may be provided either for all individual positions or persons, or through blanket coverage providing protection for all appropriate workers. At a minimum, the amount of coverage must be for at least the total annual debt service of all outstanding Agency loans; however, it is recommended coverage be in an amount equal to the maximum amount of funds under the control of that position at any one time. The Agency must be listed as loss payee.
- d) **National Flood Insurance** - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.

- e) **Real Property Insurance** – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured, and subsurface lift stations except for the value of electrical and pumping equipment. The Agency must be listed as mortgagee on the policy when the Agency has a lien on the property.

Insurance types described above are required to be continued throughout the life of the loan. See Section VII.

34. Initial Compliance Review – The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

35. Loan Closing – If multiple advances of Agency funds will be used, the requirements of Section V must be met prior to the start of construction.

SECTION V – REQUIREMENTS PRIOR TO LOAN CLOSING

36. Documents from Section II and III – The security documents described in paragraph 5 must be fully executed and adopted. Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” described in paragraph 6 must be submitted. The policies, procedures, contracts and agreements described in paragraphs 13 -15 must be fully executed and adopted.

37. Other Requirements – All requirements contained in the Agency’s closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

- a) **System for Award Management.** You are required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>. This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the “Help” section at <http://sam.gov>).
- b) **Litigation.** You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.
- c) **Certified Operator.** Evidence must be provided that your system has or will have, as defined by applicable State or Federal requirements, a certified operator available prior to the system becoming operational, or that a suitable supervisory agreement with a certified operator is in effect.

38. Use of Remaining Funds – Applicant contribution and connection or tap fees will be the first funds expended in the project, followed by non-Agency sources of funds. Any remaining funds will be handled as followed:

- a) Remaining funds may be used for eligible loan and grant purposes, provided the use will not result in major changes to the original scope of work and the purpose of the loan and grant remains the same.
- b) Loan funds not needed will be applied as an extra payment on the Agency indebtedness unless other disposition is required by the bond ordinance, resolution, or State statute.
- c) Grant funds not expended for authorized purposes will be canceled (de-obligated) within 45 days of final completion of project. Prior to actual cancellation, you will be notified of the Agency's intent to cancel the remaining funds and given appropriate appeal rights.

SECTION VI – REQUIREMENTS DURING CONSTRUCTION

39. Inspections – The Agency requires periodic inspections during construction, as well as a pre-final and final inspection. You, your engineer, and the contractor are required to attend these inspections. In addition, you are required to submit monthly construction monitoring reports, which may be prepared in conjunction with your consulting engineer.

40. Change Orders – Prior Agency concurrence is required for all Change Orders.

41. Payments – Prior Agency concurrence is required for all invoices and partial payment requests related to the project, regardless of funding source. All invoices and partial payment requests will be submitted to the Agency, along with Form RD 440-11, "Estimate of Funds Needed," listing amounts by budget category as described above in paragraph 3.

SECTION VII – SERVICING REQUIREMENTS DURING THE TERM OF THE LOAN

42. Warranty/Security Inspections – Your engineer will schedule a warranty inspection with the contractor and Agency before the end of the one-year warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection of your records management system at the same time, and will continue to inspect the facility and records systems every three years for the life of the loan. You must participate in these inspections and provide the required information.

43. Annual Financial Reporting/Audit Requirements – You are required to submit an annual financial report at the end of each fiscal year. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and revenue and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report. Technical assistance is available at no cost with preparing financial reports.

The type of financial information that must be submitted is specified below:

- a) **Audits.** An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.
- i. All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.
 - ii. If an audit is required, you must enter into a written agreement with the auditor and submit a copy to the Agency. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided, and how irregularities will be reported.
- b) **Financial Statements.** If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. The financial statements must be accompanied by supplemental information as required by the Agency, and be submitted within 60 days of your fiscal year end.
- c) **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. The quarterly report must be submitted within 30 days of each quarter’s end. The Agency will notify you in writing when the quarterly reports are no longer required.
44. **Proposed Budget and Projected Cash Flow** – Thirty days prior to the beginning of each fiscal year, you will be required to submit a proposed budget and projected cash flow to the Agency. Technical assistance is available at no cost to help you evaluate and complete a rate analysis on your system, as well as completing the proposed budget.
45. **Vulnerability Assessment/Emergency Response Plan (VA/ERP)** – You are required to submit a certification to the servicing office every three years that the VA/ERP is current and covers all sites related to the facility. The documents themselves are not submitted to the Agency.
46. **Insurance** – You are required to maintain insurance on the facility and employees as previously described in this letter for the life of the loan.
47. **Graduation** – By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

48. Statutory and National Policy Requirements – You are required to comply with U.S. statutory and public policy requirements, including but not limited to the following:

- a) **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.
- b) **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c) **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d) **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e) **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166, titled, “Improving Access to Services by Persons with Limited English Proficiency,” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, as well as post and include a Non-Discrimination Statement (provided by the Agency) on all materials produced for public information, education and distribution. The Agency will monitor your compliance with these requirements during regular compliance reviews.

49. Compliance Reviews and Data Collection – The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines.

Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the facility or service you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. A sample collection form is enclosed. The Agency will utilize this data as part of the required compliance review.

SECTION VIII – REMEDIES FOR NON-COMPLIANCE

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. If you have any questions, please contact Sandra Alarcón, Loan Specialist, at 575-522-8775 Ext, 126 or by e-mail at sandra.alarcon@usda.gov.

Sincerely,



Kim Giang-Umezu
Community Programs Director

Enclosures

cc: Brian J. Ambrogi, P.E., Wilson & Company
Jay Rubin, Project Attorney
Chris Muirhead, Bond Counsel, Modrall Sperling Law Firm

SAMPLE DATA COLLECTION FORM

All USDA Rural Development funded organizations must collect, maintain and provide data on race, ethnicity, gender and other information necessary to determine compliance with civil rights laws. The organizations may be public bodies, non-profit corporations, or for-profit corporations, such as, partnerships, limited liability corporations and proprietorships. This sample form may be used to collect the data.

	PARTICIPANTS (collect data only if application or other screening is done for services)		EMPLOYEES		BOARD of DIRECTORS	
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
ETHNICITY						
Hispanic or Latino						
Not Hispanic or Latino						
TOTAL						
RACE						
American Indian, Alaska Native						
Asian						
Black or African American						
Native Hawaiian or other Pacific Islander						
White						
TOTAL						

Dates of data collection _____

Collected by _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.6

SUBJECT: Request for Summary Plat Amendment at 128 Broadway

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: November 9, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Public Hearing for an application to request a Summary Plat Amendment was heard at the Planning and Zoning Commission Meeting on 11-4-2021. Applicant was in attendance as was 1 proponent. No opponents attended and no public comment was submitted. Current Board holds only 3 of 5 positions, requiring a majority vote of 3 members. The vote from the public hearing resulted in 1 member voting yes, 1 member voting no, and 1 member abstaining from the vote. Staff is requesting City Commission review the application and render a decision.

Recommendation:

Review and Approve or Deny request for Summary Plat Amendment at 128 Broadway

Attachments:

- Documents submitted for Planning and Zoning Commission Public Hearing 11-4-2021

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 11-17-2021



CITY OF TRUTH OR CONSEQUENCES
PLANNING AND ZONING COMMISSION ACTION FORM
DATE: 11-4-2021

ITEM: Discussion/Action – Summary Plat Amendment 128 Broadway and Variance request

BACKGROUND:

Applicant has submitted application and all required supporting documents and applicable fees have been paid. Applicant is requesting to split the lot at 128 Broadway into 2 separate parcels. Parcel 1 would have direct access from Broadway Street only and Parcel 2 would have direct access from alley only. Staff does not recommend approval. Both lots will not have unobstructed legal access to City Water and Wastewater lines. Utility easement may not provide ease of access due to location of existing water, sewer, and electric lines. See attached utility verification form for Electric concerns. Variance is requested for Parcel 2 as it would not have access to an existing City maintained and paved street with curb, gutter and sidewalk. Splitting the lot into the parcels as proposed does not fit within the existing and surrounding lots.

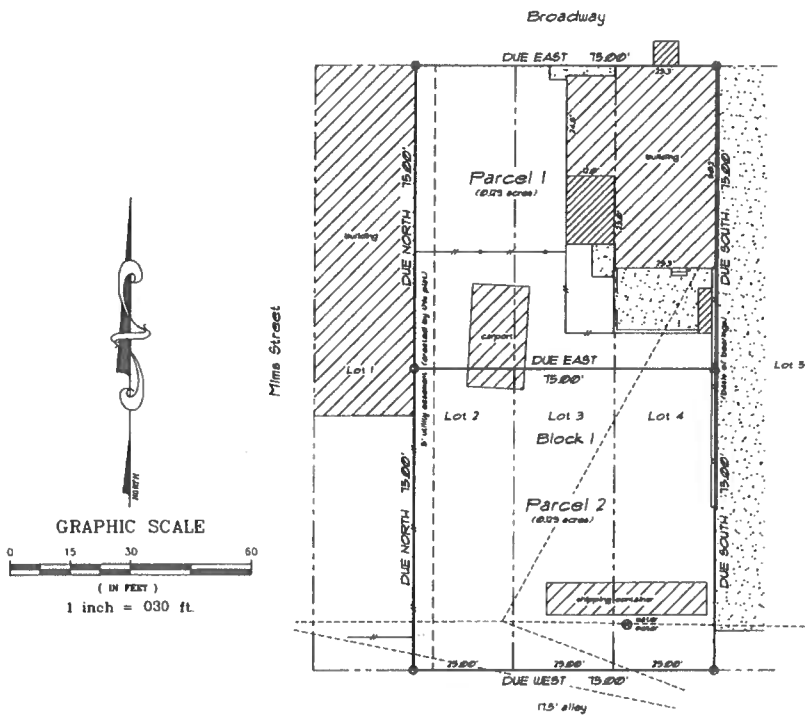
SUPPORT INFORMATION:

Summary Plat Survey
Assessor Parcel Map
Utility Verification
Notice of Public Hearing
Findings of Facts Checklist
Municipal Code References

Name of Drafter: Traci Alvarez	:	Meeting date: 11-04-2021
E-mail: talvarez@torcnm.org	Phone: 575-894-6673	

ALTERNATE SUMMARY PROCEDURE-SUMMARY PLAT

of the division of Lots 2, 3 and 4, Block 1, Amended Plat of Block 1 of Thoyt's Addition to Hot Springs,
 into Parcel 1, (north 1/2 of Lots 2, 3 and 4) and Parcel 2, (south 1/2 of Lots 2, 3 and 4), Block 1,
 in the City of Truth or Consequences, Sierra County, New Mexico



Legend

- found 1/2" rebar w/survcap stamped "NMFLS 1229" ●
- set 1/2" rebar w/survcap stamped "NMFLS 1229" ○
- set "pk" nail in concrete wall ▲
- board/panel fence ————
- concrete wall = = = =
- chain link fence ————
- overhead power lines - - - - -

Reference:

- Account No. 1091
- Book 31, Page 133, (Warranty Deed)
- The City of Truth or Consequences Subdivision Codes, Ordinance No. 555, adopted May 23, 2006
- National Flood Insurance Program, Flood Insurance Rate Map for the City of Truth or Consequences, Sierra County, New Mexico, Community-Panel No. 350073 0005 C, map revised to reflect LORR (effective: April 23, 2010)
- Amended Plat of Block 1 of Thoyt's Addition to Hot Springs, filed on May 21, 1945, (Plat No. 38, Slide No. 15)

Notes:

These parcels are subject to assessments, restrictions and reservations of record

The parcels shown hereon are located within the boundaries of Flood Zone X, "0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile"

The hereon described parcels were created under the City of Truth or Consequences Subdivision Codes, Ordinance Number 555, (Chapter 15, Section 15, Alternate Summary Procedure)

Property address is 128 Broadway

Use drawing scale to determine measurements when not labeled

ACKNOWLEDGEMENT

I, the undersigned owner of the hereon described property do hereby acknowledge, with my free consent and in accordance with my wishes and desires, the division of lots and the utility easement created as shown on this plat.

Charles Perry
 Charles Perry

STATE OF NEW MEXICO)
 COUNTY OF SIERRA)

The foregoing instrument was acknowledged before me this 8th day of September, 2021, by Charles Perry

My Commission expires: 6-22-2024 *David M. Sam*
 Notary Public

ACKNOWLEDGEMENT

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

 Mayor Date

August 30, 2021

Chaparral Surveying, LLC
 Professional Land Surveying
 P.O. Box 675 Elephant Butte, New Mexico 87535

CERTIFICATE

This is to certify that I as a registered Professional Land Surveyor, that this plat is prepared from notes of field survey made by me or under my supervision, that said survey and this plat are true and correct to the best of my knowledge and belief. I further certify that this survey is an Alternate Summary Procedure of an existing tract or tracts.

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

David M. Sam
 David M. Sam
 New Mexico Professional Surveyor
 License Number 823

INDEXING INFORMATION FOR COUNTY CLERK
 Charles Perry (1091)
 Amended Plat of Block 1 of Thoyt's Addition
 Section 4, Tshp. 14 South, Rge. 4 West

128 Broadway



3022078086515

3022079155009

3022079200048



Scale 1: 2,257



CITY OF TRUTH OR CONSEQUENCES
 505 Sims Street, Truth or Consequences, New Mexico
 Phone: 575-894-6673 ext. 353 Fax: 575-894-6690

UTILITY VERIFICATION

REASON FOR VERIFICATION: 128 Broadway is requesting to split lot into 2 parcels.

Separation of Parcel will cause each lot to have only once entrance/exit point. Front lot only access from Broadway. Real lot will only access in Alley.

Reviewed By:

Electric Department:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied	Date <u>10/6/21</u>
Water/Wastewater:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied	Date <u>10-29-21</u>
Streets Department:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date <u>10-28-21</u>
Planning/Zoning:	<input type="checkbox"/> Approved	<input checked="" type="checkbox"/> Denied	Date <u>11-1-21</u>

Utility Review Comments: South Property will have Electric line going across middle of property feeding North property. Owner for North property will have to reroute Electric line so its not going across middle of South property. The Electric Department will need a easement for Electric line going across South property. Access to Water and Wastewater to each separate lot is a concern. Will involve crossing each property and easement issues

*Sandra K. 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*

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences Planning & Zoning Commission will hold a Public Hearing during their regular scheduled meeting on Thursday, November 4, 2021 to receive input regarding the following:

Public Hearing/Discussion/Action: Request for a Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM, pursuant to Chapter 15, Sec. 15-17.

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

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

The agenda may be obtained on Friday, October 29, 2021 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

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

Publish on the following date:

- Sentinel- Friday, October 8, 2021

PLANNING AND ZONING COMMISSION FINDINGS OF FACTS CHECKLIST

Request Date _____ Address _____

Findings of facts for recommendations and decisions.

In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:

1. Impair an adequate supply of light and air to adjacent property;
2. Unreasonably increase the traffic in public streets;
3. Increase the danger of fire or endanger the public safety;
4. Deter the orderly and phased growth and development of the community;
5. Unreasonably impair established property values within the surrounding area;
6. In any other respect impair the public health, safety and general welfare of the City; or
7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

Sec. 11-2-2. - The Planning and Zoning Commission.

- A. *Purpose.* A Municipal Planning and Zoning Commission is hereby established for the purpose of interpretation of this Code, approving certain actions, receiving requests for modifications to this Code and re-zoning, and making recommendations to the City Commission concerning matters pertaining to zoning within the City.
- B. *Administrative review and interpretations.*
1. The Planning and Zoning Commission shall review an administrative action of the designated Zoning Administrator when it is alleged that there is an error in the order, requirement, determination, or refusal made by the designated Zoning Administrator and reverse, affirm, or modify the administrative action.
 2. The Commission shall interpret this Code when the designated Zoning Administrator is in doubt as to the exact meaning of the text.
 3. The Commission shall interpret the Official Planning and Zoning District Map in accordance with the standards set forth in the Comprehensive Planning and Zoning Code when the designated Zoning Administrator is uncertain as to the exact boundary of a District shown on the Official Planning and Zoning District Map.
- C. *Powers and duties.*
1. Recommend to the City Commission either approval, denial or modification of a request for annexation, special use permit, variance, subdivision, zoning, amendment of this Code, or any other land use consideration within the planning and zoning jurisdiction of the City.
 2. Grant final approval or denial of a home occupation or conditional use permit after public meeting, provided there is not an appeal to the City Commission within fifteen (15) days in accordance with Article 7 of this Code.
- D. *Composition of the Planning and Zoning Commission .* The Planning and Zoning Commission shall consist of five (5) members each to be appointed by a simple majority of the City Commission. Eligibility requirements for membership shall be established by the City Commission. Members shall serve staggered terms of two (2) years each. A recording secretary shall be provided to assist the Planning and Zoning Commission by the City. The recording secretary shall not be a member of the Planning and Zoning Commission and shall be only responsible for those duties requested by the Planning and Zoning Commission and approved by the City Manager.
- E. *Organization of the Planning and Zoning Commission.* The Planning and Zoning Commission shall elect a chairman, vice-chairman, and second vice-chairman in July of each year, or as required due to unforeseen vacancies. They shall serve for one (1) calendar year following their elections.
- F. *Voting.* A simple majority vote of a quorum of the Planning and Zoning Commission is required for approval of all Planning and Zoning Commission actions. A quorum requires at least three members of the Commission present.

In order for a vote to be valid on a particular issue, a quorum must actually vote regarding the measure. A member who abstains from voting on an issue is deemed to have not voted on the issue.

- G. *Findings of facts for recommendations and decisions.* In considering all requests, the Planning and Zoning Commission shall review applicable plans and determine whether the request will:
1. Impair an adequate supply of light and air to adjacent property;
 2. Unreasonably increase the traffic in public streets;
 3. Increase the danger of fire or endanger the public safety;
 4. Deter the orderly and phased growth and development of the community;
 5. Unreasonably impair established property values within the surrounding area;

6. In any other respect impair the public health, safety and general welfare of the City; or

7. Constitute a spot zone and therefore adversely affect adjacent property values.

All actions or recommendations by the Planning and Zoning Commission shall be based on Findings of Facts as to the impacts of the proposal, using the criteria listed in numbers 1 through 7, above. The Planning and Zoning Commission shall review each of the above listed factors and accord each factor the necessary weight on a case-by-case basis in making its determination.

H. *Report to the City Commission.* The Planning and Zoning Commission shall provide written minutes, with recommendations as necessary, to the City Commission on all matters that are brought before the Commission. Such minutes shall include a statement of the findings of facts that were the basis of any decision or recommendation made by the Planning and Zoning Commission.

Sec. 11-9-7. - C-1 General Commercial District.

- A. **PURPOSE.** The intent of the C-1 District is to provide for certain commercial/retail uses which serve both transient and local trade. The District is intended for areas surrounding major arterial or collector streets where a wide range of automobile-related service facilities, convenience goods and personal services are desirable and appropriate as a land use.
- B. **DEVELOPMENT STANDARDS.** Development standards and other requirements are provided in Articles X through XIV of this Code.
- C. **C-1 PERMITTED USES.**

• Accountant Office	• Arts and Crafts Studio
• Advertising Services	• Auditoriums
• Animal Hospital and Clinic	• Automobile Parking Lot
• Auto and Camper Sales, Service and Rental	• Gasoline Pumps
• Automotive Equipment	• Gasoline Stations
• Bakery	• Gift Shop
• Banking and Financial Institution	• Glass Cutting and Finishing
• Barber Shop and Beauty Parlor	• Golf Course
• Bathhouse or Spa	• Grocery Store
• Bicycle Sales and Service	• Gymnasium
• Boat and RV Storage	• Hardware Store
• Bookstores and Stationery Shops	• Heavy Equipment Sales
• Building and Other Construction-Contractor: office only	• Hobby Shop
• Business Service Establishment	• Hospital or Overnight Clinic
• Butcher Shop and Meat Sales	• Hotel and Motel
• Catering	• Household Appliance Sales and Service and

	Repair
• Cigarette and Cigar Shop	• Insurance Services
• Clinic	• Institutions, Public and Quasi-Public
• Clothing Store and Apparel Shop	• Jewelry Store
• Coffee Shop	• Kennel, Commercial
• Columbarium	• Laboratory (medical, dental or engineering)
• Community Center or Public Office Building	• Liquor Store - Taverns and Package Stores
• Convenience Store	• Pet Shop or Grooming Parlor
• Convention or Exhibition Hall	• Photographic Studio and Supply Store
• Country Club	• Plant Nursery
• Dance Hall or Music Academy	• Plumbing and Heating Shop
• Dentist Office	• Pool and Billiard Room
• Department Store	• Post Office
• Dressmaking Shop	• Private Club or Lounge
• Drugstore	• Public Park, Playground and Recreational
• Dry-cleaning and Steam cleaning Establishment	• Radio, Television Broadcasting Studios, Music Store
• Electrical Shop and Electricians	• Real Estate Services
• Farm Machinery	• Restaurant
• Farm and Ranch Products and Supplies	• Retail Sales
• Fast Food Sales including Drive-In Sales	• Roofing and Sheet Metal Shop

• Firewood Sales	• Shoe Repair
• Florist Shop	• Show and Sales Room for Business Products
• Food Store	• Skating Rink
• Frozen Food Locker	• Sporting Goods Store
• Funeral Home, Mortuary (including crematorium)	• Tailoring
• Furniture and Home Furnishings	• Taverns and Cocktail Lounges
• Taxicab Transportation	• Travel Agency
• Telephone Exchange Station	• Upholstery
• Telegraph and Messenger Service	• Variety Store
• Tire Sales and Service	• Warehousing and Storage
• Title and Abstracting Services	• Watch and Clock Sales and Service

D. **PERMITTED USES—WITH CONDITIONS.** The following C-1 uses are permitted in accordance with stated conditions and upon approval by the Planning and Zoning Commission.

1. **Adult Entertainment Uses:** Uses such as adult bookstores, adult movie theaters, and adult news racks, as defined in Article 8 of this Code, shall be permitted provided such use is located a minimum of three hundred (300) feet from a property line of any:
 - a. School;
 - b. Church;
 - c. Public park or recreational facility;
 - d. Residential District;
 - e. Another adult entertainment facility.

There shall be no public display visible outside of the building. In addition, display of adult pictures of other materials within a grocery store, bookstore, or other retail or wholesale store shall be concealed from public view.

2. **Amusement Park or Enterprise:** Subject to any other provisions and requirements of the Municipal Code. Temporary amusement enterprises are prohibited within three hundred (300) feet of any residential zoning District. Permanent amusement enterprises are prohibited within five hundred (500) feet of any residential zoning District.

3. **Automobile Body and Repair Shop:** Not permitted with one hundred (100) feet of any residential District.
4. **Bank Drive-up Windows:** Stacking lane(s) of one hundred eighty (180) feet by ten (10) feet for each drive-up must be provided and designed to insure that no bank traffic backs onto the street giving access. Banks must be located on a collector or arterial streets as shown on the City Street Plan.
5. **Bowling Alley:** Subject to approval of site and related plans. Bowling alleys are prohibited within three hundred (300) feet of any residential zoning District.
6. **Bus or Motor Freight Terminal:** Only when located on an arterial street as designated on the City Street Plan.
7. **Car Washes:** There shall be no run-off onto neighboring properties or streets resulting from the use. Any discharge into public liquid waste disposal systems shall be approved by the administrator of the system prior to approval of the business. If the subject property is not served by a public waste disposal system, approval from the New Mexico Environmental Department shall be required.
8. **Child Care Center, Nursery or Similar Use:** Play areas shall be in accord with State licensing requirements and enclosed by a solid wall or fence five (5) feet in height.
9. **Christmas Tree Sales:** Temporary, not prior to November 15, provided lots are cleaned and removed by December 31.
10. **Church:** Only when located on an arterial or collector street as designated on the City Street Plan.
11. **Construction or Contractor's Yard:** Yard shall be maintained in a neat and orderly fashion and enclosed by a fence at least six (6) feet in height except that the height shall be limited to three (3) feet above street curb within a clear site triangle as defined in this Code.
12. **Drive-In Theater:** Subject to approval of site and related plans.
13. **Firewood Sales:** No more than twenty (20) cords stored on site.
14. **Flea Market:** Subject to any other requirements of the Municipal Code.
15. **Furniture Assembly (Accessory Use):** Permitted only as an incidental or accessory use to retail sales. Maximum floor area for assembly shall not exceed three thousand (3,000) square feet, not exceed thirty percent (30%) of the total business floor area, and shall be within the same building.
16. **Gas Pressure Control Stations: (Public or Private Utility.)**
17. **Heavy Equipment Repair (Accessory Use):** Permitted only as an incidental or accessory use to heavy equipment sales. Floor area for repair shall not exceed three thousand (3,000) square feet and not exceed thirty percent (30%) of the total gross floor area. Welding is permitted only in conjunction with repair and shall not be used for the purpose of heavy equipment assembly.
18. **Miniature Golf Course:** Subject to approval of site and related plans. Not permitted within one hundred (100) feet of any residential District.
19. **Mini Storage Units:** Units shall not be used for commercial sales of products, merchandise, service or repair. (This does not preclude a business from using storage units solely for storage of commercial or business related items provide that the actual commercial operation or business is conducted elsewhere, and there is no external evidence of the business at the storage unit.)
20. **School, Public, Private or Trade:** Sites shall be located on an arterial or collector street as shown on the City Street Plan.

21. Shopping Center: Providing site, drainage, and related plans for the entire development are approved.
 22. Storage of Wrecked or Dismantled Vehicles and Parts (Accessory Use): The storage of wrecked and dismantled vehicles and parts thereof shall be permitted only as an incidental accessory use to a vehicle repair establishment or a body shop:
 - a. Storage shall be within an enclosed building or within a sight-obscuring fence at least six (6) feet in height;
 - b. Vehicles and parts stored at the exterior of the building shall be owned by customers of the business and such storage shall be only for the purpose of repair and return to customer;
 - c. Exterior storage of vehicles shall not remain on the premises for a period exceeding three (3) months;
 - d. A maximum of five (5) wrecked vehicles may be stored at the building exterior during any one time;
 - e. Exterior storage shall be a minimum of one hundred (100) feet from a residential District.
 23. Swimming Pools: 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.
 24. Television and Radio Towers and all Other Free Standing Towers (Public and Private Uses): Towers shall have manufacturer's specifications to withstand a 75 mph wind and shall be constructed to meet New Mexico Building Code standards.
 25. Welding (Accessory Use): Welding shall be permitted only as an incidental or accessory use necessary for the repair of vehicles or equipment permitted in the C-1 District. Welding uses shall be approved by the Fire Department and shall be in accord with any other provisions of the Municipal Code.
 26. Wrecker Service: In accord with storage of wrecked vehicle provisions of Item D.22 of this Section.
- E. *SPECIAL USES FOR C-1 DISTRICT.* The following uses require approval of the City Commission. Specific conditions and provisions for special use may be referred to in Article V.
1. Dwelling Unit: Special Use Permits are required for dwellings within the C-1 District upon lots or other parcels located directly adjacent to Broadway Avenue, Main Street or Date Street. Dwellings elsewhere within the C-1 District are permitted by right. Manufactured Homes (MH's) are permitted within the C-1 District subject to the provisions stated herein and in Articles 11 and 14.
 2. Apartments ten (10) unit minimum)
 3. Concrete Sales and Ready Mix
 4. Correctional Facilities and Institutions
 5. Heavy Equipment Repair and Service
 6. Kennel (Commercial)
 7. Manufactured Home Park or Subdivision: Subject to the provisions of Articles 11 and 14.
 8. Propane or Liquefied Petroleum Gas Distribution Point: Up to two thousand (2,000) gallons, not be located within three hundred thirty (330) feet of any residential zoning district, or within the area bounded by Date, Main and Austin Streets.
 9. Racetrack
 10. Residential Vehicle Park

11. **Recycle Purchase Center**
12. **Stadium: Baseball, Football, Soccer or Track.**
13. **Townhouses (R-2 Development Standards apply)**
14. **Welding Shop**

Sec. 15-15. - Alternate summary procedure.

A. *Approvals by Planning and Zoning Commission:* The Planning and Zoning Commission may approve or deny the following types of subdivisions:

1. A re-plat of a previously filed subdivision when:
 - a. No more lots are created than exist in the area at the time of the submittal of the replat application; and,
 - b. All lots to be created have direct, legal, unobstructed access to an existing City maintained street;
 - c. All lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
 - d. The subdivider files with the City a Letter of Credit for funds adequate to pay for connecting the lots to the City's water and wastewater lines, or, pays to the City the City's fees for connecting the lots to the City's water and wastewater lines;
 - e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
 - f. All new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots;
 - g. All lots to be eliminated or created exist within the area of a single block of lots in a previously platted and filed subdivision; and,
 - h. No vacation of street dedications or utility easements is proposed; or,
 - i. Lots are to be eliminated.

2. The subdivision of previously unsubdivided land when:

- a. No more than two lots are created;
- b. Both lots to be created have direct, legal, unobstructed access to an existing City maintained and paved street with curb gutter and sidewalk;
- c. Both lots to be created have direct, unobstructed legal access to existing City water and wastewater lines;
- d. The subdivider files with the City a Letter of Credit for funds adequate to pay to connect both lots to the City's water and wastewater lines, or, pays to the City funds for connecting both lots to the City's water and wastewater lines;
- e. The new lots comply in all ways with the standards for lots contained within the City's Comprehensive Planning and Zoning Code;
- f. The new lots are laid out in a manner which allows utility service to be provided to the purchasers of said lots; and,
- g. No vacation of street dedications or utility easements is proposed.

B. *Limit on number of summary procedures:* The summary procedure shall be used only once on any one property, or within any group of contiguous or adjacent properties owned by a subdivider, unless the property has been master-planned, legally subdivided, and is zoned for industrial uses, and wherein the streets within those subdivisions have been dedicated to and accepted by the City. No subdivider who has received approval of a subdivision shall utilize the summary procedure to subsequently increase the number of lots within said subdivision.

C. *Elective pre-application procedure:*

1. Prior to filing a summary plat, the subdivider may submit a conceptual plan of the proposed subdivision to the City's Zoning Administrator. The conceptual plan shall provide enough

information for the Zoning Administrator to locate the proposed subdivision and to comprehend its scope and potential impacts. Neither a written application nor an application fee are required for submittal of a conceptual plan.

2. The City's Zoning Administrator shall place the proposed summary subdivision on the next possible agenda of the Planning and Zoning Commission for discussion, when the Planning and Zoning Commission shall consider the proposal with the subdivider or the subdivider's representative and shall indicate changes, if any, that will be required for the submittal process.

D. *Summary plat submittal requirements summary plat submittal requirements are:*

1. Application, signed by all property owners, including all parties having an equitable interest, trustees of an estate and all persons having a specific "power of attorney" in such land;
2. A record of any pending litigation or any final order entered by any court of law regarding the ownership of the subject property;
3. Application fee as established by the City;
4. Documentation from the Sierra County Assessor's Office that the current year's property taxes are paid and that no taxes are owed on the property;
5. A plat conforming to section 15-13.A of this Code; and,
6. Releases by the Public Utilities Advisory Board, and all utility companies which are proposed as providers for the subdivision.

E. *Submittal and review procedures:*

1. Incomplete submittals will not be accepted for review.
2. The subdivider shall submit all required materials to the City's Zoning Administrator.
3. The City's Zoning Administrator shall review all materials, and shall within three working days from the date the application is determined to be complete, request opinions of applicable City departments, other governmental agencies, and utility companies for review, comments and recommendations. City departments shall have ten calendar days in which to review and respond in writing to any such request. Within three working days of receiving any written reports, comments or recommendations from any City department, governmental agency, or utility company, the Zoning Administrator shall make available to the subdivider a copy of such materials.
4. The Zoning Administrator shall have the right to require that the subdivider provide additional information or to make amendments to the plat and supporting information if the Zoning Administrator determines that the information originally submitted by the subdivider was incomplete, incorrect or invalid.
5. The subdivider shall have ten working days in which to make any corrections or additions required by the Zoning Administrator, or to request a postponement of action by the Zoning Administrator for up to 135 days.
6. If a subdivision application does not meet the requirements of this Code within 180 days of its original submittal, the Zoning Administrator shall summarily reject the application and notify the applicant in writing of the reasons for the rejection.
7. At such time as the subdivider meets the requirements of this Code, the subdivider shall provide the Zoning Administrator with a copy of the final plat.
8. At such time as receiving a submittal that meets all requirements of this Code, the Zoning Administrator shall recommend that the Planning and Zoning Commission approve the final plat by consent agenda action during its next regularly scheduled meeting, and the Planning and Zoning Commission shall approve the subdivision by consent agenda action during its next regularly scheduled meeting.

9. The subdivider shall file a signed copy of the final plat in the records of the County Clerk of Sierra County, and shall provide the City with one of the signed copies.
- F. *Divisions for the purpose of mortgage:* Divisions for purposes of mortgage are not allowed. If a property is to be mortgaged it must be done so in its entirety or properly subdivided as required in this chapter.

(Ord. No. 555, 5-23-06)

Sec. 15-17. - Amendment of plats.

- A. *Administrative amendment:* Any change that is required to correct an error in lettering, numbering or other minor detail on a filed plat which does not affect any material aspect of the subdivision will be considered a minor amendment. Administrative amendments may be processed and approved by the City's Zoning Administrator, who shall have the right to require review and approval by the Planning and Zoning. The City's Zoning Administrator shall insure that the corrections are noted on the original filed plat. The fee schedule for administrative amendments shall be as approved by the City of Truth or Consequences.
- B. *Minor amendment of plat:* Any proposed amendment that is greater than an administrative amendment which does not have the effect to significantly alter the impacts on utilities, drainage, or traffic, may be approved as an amendment by the Planning and Zoning Commission.
- C. *Major amendment of plat:* Any proposed correction or amendment of a filed plat that affects material aspects of the subdivision shall be considered by the Planning and Zoning Commission, with approval by the City Commission, the Planning and Zoning Commission shall determine if the subdivider may use the alternate summary procedure or if the subdivider shall be required to vacate a portion or all of the filed plat and follow the procedures appropriate for the approval of a new subdivision. The fee schedule for major amendments shall be as approved by the City of Truth or Consequences.

(Ord. No. 555, 5-23-06)

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MONDAY, NOVEMBER 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, November 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:

Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of Thursday, October 4, 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 and Variance Request at 128 Broadway, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. Traci Alvarez, Assistant City Manager**

Traci Alvarez, Assistant City Manager – Presented to the board the request for a Summary Plat Amendment and Variance Request at 128 Broadway, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17. **In the packet is the finding & facts sheet and the utility sign off sheet. Staff is not recommending approval at this time**

Chairman Hogg – Advised the board he recused himself from this hearing. He felt he could not be impartial due to the fact he was a tenant with the applicant.

Vice-Chairman Sisney – As Vice-Chairman he moved forward with the hearing.

Traci Alvarez, Assistant City Manager –

Vice-Chairman Sisney –

Traci Alvarez, Assistant City Manager –

Charles Perry, Applicant – Advised the board he would do whatever improvements are needed to move forward with his request.

Sid Bryant, Proponent - Spoke on behalf of the applicant.

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. REPORTS FROM THE BOARD:

There were no reports from the board.

6. REPORTS FROM STAFF:

Bruce Swingle, City Manager – Took a minute to advise the board of the

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 the meeting. Vice-Chairman Sisney seconded the motion. Motion carried unanimously.

PASSED AND APPROVED ON THIS 2TH DAY OF DECEMBER 2021.

Michael Hogg, Chairman
Planning & Zoning Commission



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.7

SUBJECT: Review and approval of the updated Police Department Use of Force Policy.

DEPARTMENT: Police Department

DATE SUBMITTED: November 8, 2021

SUBMITTED BY: Chief Victor Rodriguez

WHO WILL PRESENT THE ITEM: Chief Victor Rodriguez

Summary/Background:

Commission approval of the updated Use of Force Policy for the Truth or Consequences Police Department

Recommendation:

Approve

Attachments:

- Truth or Consequences Police Department Use of Force Policy 111

Fiscal Impact (Finance): No

Click here to enter text.

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 11-17-2021

NUMBER: 111	SUPERSEDES POLICY DATED: 11-01-19	EFFECTIVE DATE:	
SUBJECT: Use of Force		APPROVED BY: Victor J. Rodriguez, Chief	
NMLEA STANDARDS: ADM.05.01 ADM.05.02 ADM.05.03 ADM.05.04 ADM.05.05			

USE OF FORCE

PURPOSE

The purpose of this policy is to guide employees in the proper and reasonable application of force during the discharge of their duties.

POLICY

It is the policy of the Truth or Consequences Police Department that employees shall use force which is reasonable to protect the sanctity of human life, preserve and protect individual liberties, and to effect lawful objectives. Our law enforcement agency is focused on the safety of all human life, the public, and the police employees anytime use of force is deployed.

The legal standards used to determine the lawfulness of the use of force is contained within the Fourth Amendment of the United States Constitution. The Truth or Consequences examines all use of force incidents from an objective standard rather than a subjective standard using all available and current case law from federal and/or state courts.

APPLICABILITY

This policy applies to all police, animal control, and code enforcement officers. This policy supersedes all previous versions.

REFERENCES

- NMML ADM.05.01 – 05.04
- U.S. Supreme Court, *Graham v. Connor*, 490 U.S. 386 (1989)
- U.S. Supreme Court, *Scott v. Harris*, 550 U.S. 372 (2007)
- U.S. Supreme Court, *Tennessee v. Garner*, 471 U.S. 1 (1985)
- *Draper v. Reynolds*, 369 F.3d 1270, 1273 (11th Cir. 2004)
- *Jones v. City of Hartford*, “Duty to Intercede” (2003)

NUMBER: 111	SUPERSEDES POLICY DATED: 11-01-19	EFFECTIVE DATE:	
SUBJECT: Use of Force		APPROVED BY: Victor J. Rodriguez, Chief	
NMLEA STANDARDS: ADM.05.01 ADM.05.02 ADM.05.03 ADM.05.04 ADM.05.05			

DEFINITIONS

Chemical Agents – Chemical agents designed and manufactured for law enforcement purposes, as approved and issued by the Truth or Consequences Police Department.

CIT – Crisis Intervention Trained Officers (CIT) are those officers trained in handling calls involving the mentally ill, as well as other calls of crisis not related to mental illness.

Deadly Force – Any force likely to cause death or great bodily injury.

Imminent - An event, absent intervention, that is likely to occur at some point in the near future. Used synonymous with immediate.

Less-Lethal Force - Measures or equipment designed to incapacitate without causing death or serious physical injury. However, these measures, even when deployed properly, still possess the potential to cause death or serious physical injury.

Less-Lethal Munitions - Munitions designed to incapacitate hostile individuals without causing death or great bodily harm, but that possibility always exists even though the munitions are deployed properly. Department approved less-lethal munitions are:

- Conducted Electrical Weapon (CEW)
- Bean Bag Rounds
- Department approved chemicalagents

Ready Position – is a position of preparedness. The muzzle of the firearm is not intentionally covering a subject.

Objectively Reasonable – In determining the necessity for force and the appropriate level of force, officers shall evaluate each situation in light of the known circumstances, including, but not limited to, the seriousness of the crime, the level of the threat or resistance presented by the subject, and the level of threat to the community. This evaluation is based on the officer's perspective on the scene and not in hindsight by outside persons.

Physical Injury – Any injury to a person that is not likely to cause death or great bodily injury to the person but does cause painful temporary disfigurement or temporary loss or impairment of the functions of any member or organ of the person's body.

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Ramming - The intentional collision of an emergency police vehicle and suspect vehicle which is not within PIT maneuver guidelines. Ramming is considered a use of force due to the high possibility of great bodily injury or death.

Reasonable Belief – Facts and circumstances are known to the officer at the time, which would cause another reasonable and prudent officer to act or think similarly under similar circumstances.

Serious Physical Injury - Any bodily injury that creates a substantial risk of death, causes serious, permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Show of Force - Show of force is an officer drawing and displaying any weapon system at a high risk or unknown risk situation. Pointing a weapon towards or at a subject showing the intent to use the weapon to gain compliance, command, or stop the actions of a subject. Drawing from a duty belt, retrieving a weapon from a department vehicle, or displaying a weapon at the ready position are examples of shows of force.

The totality of circumstances – The facts and circumstances of an incident, including the severity of the crime at issue, and whether the suspect posed an immediate threat to the safety of the officers, or others, by actively resisting arrest or by flight

Use of Force – The amount of effort required to compel compliance or to overcome physical resistance by an unshalling subject resulting in a potential for injury, excluding compliance holds that do not result in injury. Force does not include minor physical contact necessary to render aid, handcuff, search, or escort a cooperative individual.

Weapon System – Lethal, Less-Lethal, and Impact weapons (batons)

USE OF FORCE - Graham v. Connor, 490 U.S. 386 (1989)

- A. The United States Supreme Court, in a case entitled Graham v. Connor, sets forth the analytical model by which all use of force cases are reviewed. As required by Graham, an officer’s use of force is assessed by examining the facts and circumstances known to the officer including a review of the following:
1. The severity of the suspect’s crimes;
 2. The immediacy of the threat posed by the suspect to the safety of the officers or others; and
 3. Whether the suspect is actively resisting arrest or attempting to evade arrest by flight.

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- B. As used in Graham, “objectively reasonable” is strongly related to the legal standards of reasonable suspicion and probable cause. Objective reasonableness requires that the officer’s perspective be used to determine the level of threat that the suspect poses, supported by facts.
- C. The officer must be able to identify specific and articulable facts. An officer must list the information that he or she observed, heard, or otherwise collected through reliable police channels and the source of that information. Just as important, an officer must identify unknowns and why this lack of information is important to an assessment of the suspect’s threat level.
- D. With those specific and articulable facts, an officer can then use his or her training and experience to interpret the known information and reach a reasonable conclusion as to the level of threat posed by the suspect. Supported by specific, articulable facts, training, and the officers' ability; they can interpret the information and reach a reasonable use of force decisions based on the threat the suspect poses.
- E. This process does not deal with hard certainties, but with probabilities. The use of 20/20 hindsight to analyze an officer’s use of force decision is prohibited.

PROCEDURES – APPLYING FORCE

A. When to Use Force

- 1. Employees shall use force which is objectively reasonable to carry out lawful objectives.

B. Medical Aid

- 1. It is the officer’s responsibility to summon emergency medical personnel to administer treatment or render first aid when force is applied as soon as reasonable. If applicable the officer should render first aid until emergency medical personnel arrive. Officers should render first aid consistent with knowledge and training, taking into consideration the seriousness of the injury. Officers administering first-aid shall wear appropriate personal protective equipment, taking into account their safety.
- 2. If an individual refuses medical attention the officer shall document such refusal within their incident report, use of force report and refusal for medical attention form.

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DE-ESCALATION

A. De-escalation

1. The Truth or Consequences Police Department recognizes that an officer must exercise control of an individual displaying resistance and its need to protect the public and others from an immediate threat.
2. Officers should look for opportunities for de-escalation when and where it may be accomplished without increasing the risk of harm to the officers or others.

B. De-escalation techniques are proactive actions and approaches that an officer uses to gain voluntary compliance of the individual(s) to reduce or eliminate the need to use force. When force is necessary the application of force should be reasonable and consistent with department policy, training, and established law.

1. The following list of de-escalation techniques is not intended to establish an order of priority in their use by officers.
2. De-escalation techniques include, but may not be limited to:
 - a. Using distance, cover, concealment, and/or time. These techniques allow an officer to: assess the situation and their options; bring additional resources to the scene; and develop a plan for resolving the incident without using force;
 - b. Utilizing intermediate barriers;
 - c. When feasible, requesting additional personnel and waiting for their arrival;
 - d. Using active listening skills by an officer to indicate engagement in conversation with an individual;
 - e. Employing verbal de-escalation, which may include:
 - i. Communicating with the individual(s) in a conversational tone of voice while considering additional resources.
 - ii. Beginning by asking questions rather than immediately issuing orders;
 - iii. Advising the individual(s) of the actions that officers may take to end their crisis without the need to use force; and

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- iv. Warning the individual that disobeying orders and posing an immediate threat to officers or others may result in the need to use force.
- C. When reasonable, given the facts and circumstances known to the officer at the time, the officer shall attempt to de-escalate and slow down situations without increasing the risk of harm to the officer or others.
- 1. Exceptions to De-escalation can include:
 - a. Being attacked
 - b. Personal safety or the safety of another
 - c. The safety or security of evidence or a crime scene
 - d. A suspect fleeing from an officer
 - 2. When feasible, the officer should:
 - a. Gather information about the incident;
 - b. Assess the potential risks to the individual(s), the officer(s), and others;
 - c. Coordinate resources; and
 - d. Communicate and coordinate a response.
- D. Should an individual fail to comply with lawful directions or commands, an officer shall consider whether an individual's lack of compliance may be based upon an inability to comprehend in order to comply.
- 1. Where an officer identifies the presence of one of the following factors, they shall use de-escalation techniques to reduce or eliminate the need to use force:
 - a. The influence of drugs and/or alcohol;
 - b. A known or reasonably apparent mental illness or developmental disability;
 - c. The individual is experiencing a crisis incident;

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- d. A known or reasonably apparent physical disability or other medical or physical condition, including visual or hearing impairment; and
 - e. A language barrier.
- E. An officer's approach to an individual can influence whether a situation escalates, resulting in the use of force.
- 1. An officer shall avoid taking unnecessary actions that may lead to the need to use force.
 - 2. An officer shall recognize that their elevated stress levels can have an adverse impact on individual interactions.
- F. In their interaction with individuals, an officer **should** use advisements, warnings, verbal persuasion, and other tactics before using force **whenever feasible**.
- G. Supervisors shall become involved as soon as practicable in managing an overall response to potentially violent encounters by coordinating resources and officers' tactical actions.
- H. If the individual is or appears to be, in a mental or behavioral health crisis, an officer should attempt to de-escalate the situation and deploy reasonable mental health tactics.
- 1. Any use of force encounters including those with individuals experiencing a mental or behavioral health crisis shall be viewed under the totality of the circumstances as stated in *Graham v. Conner*.
- I. When the Truth or Consequences Police Department's interest in making a seizure outweighs the risk to the officers, public, and suspect(s) (balancing test); all reasonable force options should be considered to stop the action or seize the suspect(s).

LEVELS OF FORCE

- A. Parameters for Use of Deadly Force - *Tennessee v. Garner*, 471 U.S. 1 (1985)
- 1. After weighing the respective interests of law enforcement and the suspect, the United States Supreme Court, in a case entitled *Tennessee v. Garner*, held that the Fourth Amendment authorized a police officer's use of deadly force in the following circumstances:

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- a. To protect the police officer or others from an immediate threat of serious physical harm or death;
 - b. To prevent the escape of a suspect whom the officer has reasonable cause to believe that the suspect has committed a crime involving the infliction or threatened infliction of death or great bodily harm to the officer or others and if allowed to escape the suspect poses an immediate threat of serious physical harm to the officers or others;
2. Where feasible, some verbal warning should be given before engaging in the use of lethal force.
 3. Officers should give appropriate medical assistance to injured suspects in circumstances where the officer's safety is no longer in jeopardy.
 4. Officers may also discharge a firearm under the following circumstances:
 - a. To safely destroy an animal that represents a threat to public safety or as a humanitarian measure where the animal is seriously injured;
 - b. During qualifications, range practice, or sporting events.
 5. Warning shots are prohibited.
 6. Employees should not discharge a firearm at or from a moving vehicle unless it is to protect him/herself or another from what is reasonably believed to be an imminent threat of death or great bodily harm.
 7. When the **ONLY** means of an assault on an officer is by motor vehicle, officers:
 - a. Must place themselves in the most tactically safe position possible.
 - b. Shall not purposely place themselves in the path of a fleeing / aggressively driven vehicle to justify the use of deadly force.
- B. Parameters of Use of Less-Lethal Force - Draper v. Reynolds, (11th Cir. 2004)
1. In circumstances where lethal force is not authorized, officers should assess the incident to determine how to best de-escalate and bring the incident under control in a safe manner. Assessment may include the potential for officer or offender injury, degree of aggression by the suspect, number of suspects, possibility of escalation, number of bystanders, and potential for secondary exposure of bystanders.

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2. Police officers are authorized to use reasonable less-lethal force techniques and equipment for resolution of incidents, as follows:
 - a. To protect themselves or another from physical injury;
 - b. To restrain or subdue a resistant individual;
 - c. To bring an unlawful situation safely and effectively under control.
 3. Less-lethal force may be used in situations where the officer reasonably believes that the suspect poses a serious threat of serious bodily harm. Less-lethal force may be used even though the subject does not pose an *immediate* threat of serious bodily harm.
 4. Less-lethal force is not designed as a substitute for lethal force but, rather as an alternative in some instances. Proper use of less-lethal force requires a sufficient amount of time for officers to confirm the circumstances of the incident and verify the use of a less-lethal round. Therefore, officers are encouraged but not compelled, to use less-lethal force rounds where feasible.
 5. The less-lethal force currently consists of the use of equipment and/or techniques to incapacitate individuals without causing death or serious physical injury. However, these measures, when deployed properly, still possess the potential to cause death or serious physical injury.
- C. Less-Lethal Force Weapons and Techniques - Scott v. Harris, U.S.C. (2007)
1. Officers shall not use a less-lethal weapon unless qualified in its proficient use as determined by training procedures. Approved less-lethal force weapons are:
 - a. Straight and telescoping batons approved through training guidelines.
 - b. Oleoresin Capsicum (OC), Capsicum (VEXOR), Chloroacetophenone (CN), and Orthochlorolbenzalmalononitrile (CS) type chemical products primarily known as pepper spray, mace, or tear gas; these are products issued to officers. Initial training is required.
 - c. Conducted Electrical Weapons (CEW) are currently issued to designated officers. Training is required as described in General Order 256 Electronic Control Device.

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- d. Bean bag rounds, these munitions are shot from a designated 12-gauge shotgun and/or 37 or 40-millimeter launcher. These weapons and munitions are currently issued to selected employees, who conduct updates and training annually.
2. Empty hand and unarmed impact techniques currently taught to officers in advanced and in-service training. Techniques shall be approved through training guidelines.
3. This does not prevent the officer from using any means which are objectively reasonable in cases involving exigent circumstances.
4. Officers should obtain appropriate medical treatment for suspects after utilizing less-lethal force weapons or techniques. In most cases, proper treatment would consist of an examination by a physician.
5. Officers may deploy a pursuit intervention technique (PIT) if the officer is trained in the use of such technique and in accordance with training guidelines and only if the police vehicle is equipped to perform such a technique.
6. Circumstances may arise where an officer may have to use a police vehicle or other piece of equipment to ram another vehicle to terminate an unlawful action by a suspect that if allowed to continue would further endanger public safety or someone else's life. Circumstances may also arise where an officer may use an object (weapon of opportunity) to protect themselves or others from the threat of injury, or death.
7. Any ramming or pursuit intervention technique shall be considered use of force and it shall be documented in accordance with this policy.

D. Parameters for reporting a Show of Force

1. A show of force event is when an officer points any weapon system at a subject. Show of force is an officer drawing and displaying any weapon system in potentially high risk or unknown risk situations. Pointing a weapon system towards or at a subject showing intent to use the weapon to gain compliance, command, or stop the actions of a subject.
 - a. Drawing from a duty belt, retrieving a weapon from a department vehicle, or displaying a weapon at the ready position are examples of shows of force.
2. A show of force shall be done only as objectively reasonable to accomplish a lawful police action.

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E. Parameters for Officers Intervention of Excessive force “Duty to intercede” Jones v. City of Hartford, (2003)

1. Police officers have an affirmative duty to intercede on behalf of a citizen whose constitutional rights are being violated in their presence by other officers.
 - a. Officers who fail to intervene may be subject to disciplinary action up to and including termination.
2. If an officer observes a colleague (no matter the rank) commit an act of unreasonable force in his or her presence, if possible, must intervene.
3. All concerns or intercessions on the behalf of a citizen or officer shall be reported through the chain of command and documented in a report.
4. Supervisors must intervene in an officer's conduct when excessive force is present and report it through their chain of command.
 - a. Including any violations observed in a video or evidentiary review.
5. If the report of excessive force is a colleague of greater rank than the officer, it shall be reported to the rank above the chain and documented in a report.

F. Any attack on the neck of a subject is strictly prohibited. This is including but not limited to; a choke (choke hold), Vascular Neck Restraint (VNR), and Lateral Vascular Neck Restraint (LVNR), that restricts the air or blood flow is prohibited and subject to disciplinary action up to including termination

1. The exception to the neck prohibition is during a deadly force encounter.

REPORTING AND REVIEW OF USE OF FORCE

A. Deadly Force Incidents

1. New Mexico State Police or other external law enforcement agency shall investigate the following officer-involved uses of force incidents:
 - a. A duty-related shooting incident(s).
 - b. Death or great bodily injury to a person while in police custody, detention, or control.

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- c. An officer-initiated action in which death or great bodily injury occurs, including traffic accidents resulting from police pursuits.
 2. The Chief of Police or designee may direct an administrative investigation to examine the uses of force incidents by employees.
 3. Any Use of Force incident, including ramming resulting in great bodily injury or death, shall be investigated.
 4. Any officer involved in a use of force incident resulting in great bodily injury or death shall be placed on administrative leave with pay for at least three (3) days. This is intended to provide time for the involved officer(s) to recover from the physical, mental, and emotional stress of the incident.
 - a. All interviews and statements to the assigned investigator shall comply with the Peace Officer Employer- Employee Relations Act.
 5. Officers directly involved in police actions that result in great bodily injury or death are to be interviewed by the assigned investigator.
 - a. Any involved officers interviewed by the investigator shall submit a report with a narrative statement referring to their interview that was taken by the assigned investigator.
 6. In all instances where police actions are used which result in great bodily injury or death, officers shall document the injury or alleged injury in the offense/incident report. Officers who directly or indirectly witness such police actions shall document their involvement in a supplement report.
- B. Non – Deadly Force Incidents**
1. In all other instances when force is used, regardless of if it results in an injury, officers shall document the use of force, any injury or alleged injury, in the offense/incident report.
 2. Officers who directly or indirectly witness such police actions shall document their involvement in the incident with a supplement report.

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C. Use of Force Incident Reports

1. Any use of force by a member of this department shall be documented in an Incident Report and a Use of Force Report. Use of force can include procedural techniques (i.e., escorts, come along techniques, handcuffing, stabilization techniques) that require medical attention or if a complaint of injury is reported.
2. Exceptions to a use of force:
 - a. The use of compliance holds, which **does not** result in injury or complaint of injury (e.g., the use of escort techniques, and come along grips to control the suspect's hands while searching or handcuffing); or,
 - b. That force necessary to overcome the passive resistance due to physical disability or intoxication which **does not** result in injury or the complaint of injury (e.g., lift an intoxicated person to a standing position).
3. The incident report shall include:
 - a. A detailed description of the events leading to the necessity for the use of police action;
 - b. The amount and type of force used;
 - c. The nature and extent of any injuries and treatment rendered to the officers and subjects;
 - d. The identity of citizens, officers involved, witnesses and medical personnel involved, if applicable, and
 - e. All other pertinent information, to include photos of the suspect, officer, and scene.
4. If an officer is unable to write the report, the on-duty supervisor shall ensure the necessary report is properly prepared and forwarded.
5. Supervisors shall ensure that a written police report is submitted in all instances force is used.
 - a. All initial and supplemental reports shall be correctly and completely submitted prior to an employee ending his/her tour of duty, unless at the direction of a supervisor.

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D. Use of Force Reports

1. Supervisors shall ensure that a Use of Force Report and photographs are submitted for all types of force applied to a given incident including, but not limited to:
 - a. Hand-to-hand action (to include any procedural technique i.e., escort, come along techniques, handcuffing, stabilization techniques) that requires medical attention or has a complaint of injury
 - b. Baton strike
 - c. Canine engagement
 - d. Chemical agents
 - e. CEW – Conducted Electrical Weapon
 - f. Less-Lethal Impact Munitions (LLIM)
2. A Use of Force report is required for every use of force incident. A separate Use of Force Report shall be completed and submitted for each person on whom force was used.
3. All supervisors in the use of force routing chain shall have 5 days from the date of the incident to ensure that the report is correct and complete. If a supervisor within the routing chain is absent, the report shall be forwarded to the next highest supervisor in order to maintain adherence to the 5-day review timeline. The Chief of Police may extend submission deadlines per his/her discretion. The final reviewed report shall be forwarded to the Chief of Police.
4. Use of Force Report(s) shall be reviewed by the chain of command. If there is a question about the reasonableness of the use of force, an indication of potential weakness in department policy, a question about the effectiveness of a technique or an indication of some training deficiency, the reviewing supervisor shall notate his or her concerns via a memorandum to be attached to the Use of Force Report for review and/or submittal to the Chief of Police.
 - a. The supervisor’s memorandum shall outline any questions and/or concerns of the use of force regarding:
 - i. Reasonableness
 - ii. Department Policy

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iii. Type of technique used

iv. Training deficiencies

5. Professional Standards Review

- a. The Chief of Police shall allow the criminal investigation to occur first for all officer-involved shootings. After the completion of the criminal investigation, the Chief of Police shall order an administrative internal investigation to include the review of any criminal investigation findings to determine if the involved employee(s) followed and/or violated department policies.
- b. Any Use of Force Report, for which a review has been requested, shall be processed by the assigned administrative internal investigator and forwarded to a Use of Force Instructor as designated by the Chief of Police for their review. The use of force review shall be submitted in a detailed memorandum to the assigned administrative internal investigator upon completion.
 - i. The use of force review shall consist of the examination of police reports, Use of Force Reports, and any other available documentation associated with the incident (photos, video, audio, etc.).
 - ii. The use of force review memo submitted by the Use of Force Instructor shall contain the following:
 - a) Determination if the use of force was reasonable or unreasonable.
 - b) Training suggestions or other recommendations (if applicable).
 - c) Identify any policy weaknesses (if applicable).
 - d) Identify any additional information needed to complete a comprehensive review (if applicable).
 - e) Identify any additional issues/concerns that require further investigation by Internal Affairs.
- c. Should the Use of Force Instructor be unable to reach a determination after reviewing the available documentation, a detailed memorandum indicating the lack of information necessary to determine reasonableness shall be submitted to the assigned administrative internal investigator.

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ANNUAL ANALYSIS OF USE OF FORCE

- A. Annually, a Use of Force committee (consisting of a supervisor, a command staff member, and a police officer) the assigned administrative internal investigator shall analyze all uses of force for the preceding 365 days for:
1. Reasonable use of force by departmental personnel.
 2. Training effectiveness.
 3. Policy effectiveness.
 4. Identify equipment in need of upgrade or replacement.
 5. Identify personnel in need of additional training.
 6. Statistical Data – to identify patterns and trends.

ATTACHMENTS

ATTACHMENT A: REFUSAL OF MEDICAL ATTENTION FORM

ATTACHMENT A: REFUSAL OF MEDICAL ATTENTION FORM

**TRUTH OR CONSEQUENCES
POLICE DEPARTMENT REFUSAL OF
MEDICAL ATTENTION**



CASE NUMBER _____ DATE: _____

I, _____, understand that the Truth or Consequences Police Department has made a goodfaith determination that I am alert, oriented, and able to make decisions for myself. I knowingly and voluntarily release the Truth or Consequences Police Department from any liability and for any and all claims arising from my decisions regarding my healthcare.

I have no medical complaint, illness, or injury. I do not consider myself to be a patient. I have been advised medical attention shall be summoned for me upon my request. I REFUSE assessment, treatment as well as transport by emergency medical ambulance to a hospital. I also understand that signing this refusal does not preclude me from later obtaining medical care on my own and/or requesting medical attention.

I have read, or have had read to me, the above paragraphs and they apply to me.

Signature of person refusing service: _____ Date: _____

Signature of TCPD employee: _____ Call Sign: _____ Date: _____

Witness:

Name: _____ Signature: _____ Date: _____



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.8

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

DEPARTMENT: Finance

DATE SUBMITTED: October 19, 2021

SUBMITTED BY: Donna R Gardner, Chief Procurement Officer

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): Choose an item.

As Per Total on Listing of Purchase Requisitions \$2,435,612.27

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 11-17-2021



REQUISITION

Requisition #: 86441

Date: 02/23/2021

Vendor #: 8600

ISSUED TO: MCKINLEY SALES COMPANY, INC.
8325 WASHINGTON ST., NE
ALBUQUERQUE, NM 87113-

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 SUBSTATION LEAK REPAIR/SOUTH TRAN		0.00 503-3702-47415	47,900.00
PO Description: SUBSTATION LEAK REPAIR/SOUTH TRANSFORMER ELEC				
Detailed Description:				
SUBSTATION LEAK REPAIR/SOUTH TRANSFORMER- ELECTRIC				
SEE ATTACHED QUOTES: MCKINLEY SALES, EATON, SUNBELT-SOLOMON SOLUTIONS				
SEE QUOTE FROM MCKINLEY SALES FOR SCOPE OF WORK				

Authorized By: _____

SUBTOTAL:	47,900.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	47,900.00

WAUKESHA® 

McKinley Sales

Waukesha® Service Quotation #9129754 Rev5
RE: 10/12.5/14 MVA Magnetek Leak Repair in NM
Date: 10/25/21



*Building quality transformers
in Waukesha, WI since 1970*



SPX®

SPX Transformer Solutions Service Quotation

Date: 10/25/21
Chuck McKinley
McKinley Sales, Inc.
8325 Washington St. NE
Albuquerque, NM 87113
ph# 505-269-6775
chuck@energy-associates.com

Quote Number #9129754 Rev5
RE: 10/12.5/14 MVA Magnetek Leak Repair in NM



CONTACT INFORMATION







Regional Sales Associate II
Tom Pickens
SPX Transformer Solutions
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Channel Partner
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SCOPE OF WORK

SPX Transformer Solutions is pleased to provide service crew & equipment to perform the following scope of work:

Location: Truth or Consequences, Riverside Substation, Riverside Drive, Truth or Consequences, NM 87935
Equipment: Magnetek Transformer (1994)
Serial Number: H881685B
Gallons (Main): 4,400 gal.
Gallons (LTC): 106 gal. (UZD)
Voltage: 115-12.47kV
MVA: 10/12.5/14 MVA

SPXTS to provide:

- SPXTS service specialist personnel
- Oil processing equipment
- 7k gal. S.S. oil storage tanker (for main tank oil) & drums/totes (for LTC oil)
- Man lift
- Crane
- Certified welder w/equipment
- Test equipment
- Gasket materials
- Tooling
- Dry-air/nitrogen
- PPE

McKinley Sales and/or Truth or Consequences to provide:

- De-energizing/energizing, disconnection, isolation, grounding, LOTO, etc. of transformer
- Disposal of existing one (1) LAPP 115kV HV bushing removed.
- Provide any safety training / site specifics / orientation (as required) along with any COVID-19 requirements.

Scope of Work: 10/12.5/14 MVA Magnetek Leak Repair at Riverside Substation in NM

- SPXTS to mobilize crew & equipment to Truth or Consequences (TOC) Riverside substation site in TOC, NM. Note: SPX includes 2 hours of site orientation/training on site. If additional / required training is required beyond the allowed 2 hours on site, this will be billed on T&M basis.
- McKinley Sales and/or TOC personnel to perform de-energizing, disconnection, switching, isolation, & grounding of transformer, as required.
- SPXTS to perform pre-testing, per the following: Note: pre-testing is used for baseline results and provide xfmr as-found conditions.
 - Doble power factor (windings/bushings)
 - TTR
 - Insulation resistance (Megger)
 - Winding resistance
 - Oil sample for DGA/oil quality
- SPXTS to drain existing oil from main tank (est. 4,400 gal.) into SPX supplied storage tanker. Follow oil removal with dry-air.
- SPXTS to drain existing oil from LTC compartment (est. 106 gal.) into SPX supplied drums/totes.
- SPXTS to perform transformer leak repair, per the following:
 - Grind pin hole on fin to clean/dry leak area. Apply hard resin epoxy to pin hole leak. Wait 1 hour. Apply 2nd coat of epoxy. Wait 1 hour. Apply coat of JB weld. Wait 8 hours prior to vacuum and/or oil filling of radiator to allow mixture(s) to cure.
 - Remove LTC top plug, clean & re-teflon, and re-install.
 - Remove 1" top fill valve, repack valve, re-teflon/gasket, and re-install.
 - Remove bottom 2" access plug (next to NLTC), repair leak, and re-install.
 - Remove WT & LT capillary tubes from temp wells, repair well leaks, and re-install wells and tubes.
- SPXTS to perform HV bushing replacement, per the following:
 - Disconnect & remove existing one (1) 115kV Lapp HV bushing. Note: TOC to supply one (1) new PCore 115kV HV spare bushing, along with disposal of existing one (1) LAPP HV bushing upon removal.
 - Inspect, clean, & install one (1) new 115kV PCore spare HV bushing. Note: one (1) new HV bushing to be provided by TOC and is assumed to be a direct replacement for existing HV bushing. Quote does not include any leads, connectors, or mounting modifications. If any modifications are needed, this will be charged on T&M basis and will extend completion time of the project.

- SPXTS to install new gaskets on disturbed manhole(s) covers, seal up transformer, & pressure test (3 PSI) to ensure no leaks.
- SPXTS to re-fill LTC compartment with existing oil (est. 106 gal.)
- SPXTS to perform vacuum oil filling, per the following process
 - Pull vacuum to 1 Torr or less and hold for 12 hrs.
 - Fill with heat oil to 50-60 deg C while holding a vacuum of 5 Torr or less.
 - Break vacuum with nitrogen.
 - Verify oil levels.
- SPXTS to perform post-testing, per the following:
 - Doble power factor (windings/bushings)
 - TTR
 - Insulation resistance (Megger)
 - Winding resistance
 - Oil sample for DGA/oil quality
- SPXTS to have final project discussion and overview with site representative.
- McKinley Sales and/or TOC personnel to perform re-energization, re-connection, ground removal, etc.
- SPXTS to demobilize crew and equipment from site and provide final reports w/test results.



PERFORMANCE

Work is quoted based upon SPX Waukesha crews working 7 days a week, 8–12 hours per day, and 24 hours per day while oil processing. Work scope is estimated to take **4 days on site**, to complete, depending on weather conditions.

- SPX proposed schedule: _____ **TBD start date** (per SPXTS crew/equip availability & TOC's schedule of events)
- Availability of service personnel and equipment is subject to prior sale.



CLARIFICATIONS TO SCOPE OF WORK

Unless specifically addressed in scope of work, the following assumptions have been made in preparation of our offer:

- Purchaser shall be responsible for switching, lock out and grounding of any equipment necessary to establish safe work area.
- Purchaser shall provide suitable, free, clear, unlimited and compacted access route, roads and area around work location for access of service equipment.
- Purchaser shall disconnect and reconnect all external protection, control and relay wiring, as required.
- Purchaser shall disconnect and reconnect all external bushing terminations or bus work, as required.
- Purchaser shall disassemble and reassemble any deluge systems, as required.
- SPX Waukesha will compile all crating and waste material in designated area; however, purchaser shall be responsible for disposal of solid wastes.
- Purchaser shall provide drum and dispose of all waste, flush and scrap oil generated in execution of work.
- Purchaser shall provide communication and sanitation facilities.
- No provisions have been included for secondary oil containment as may be required for compliance to local site SPCC programs.
- If required, purchaser shall provide a PCB report showing PCB concentration of the unit within 90 days prior to start of scheduled work.
 - If PCB concentration is higher than 49 PPM, SPX Waukesha will be unable to complete the work.
 - If PCB concentration is 1–49 PPM, an additional decontamination charge will be assessed. Proper disposal of the oil shall be the responsibility of the purchaser.
- When oil handling is part of work scope, SPX Waukesha prefers to have a metals-in-oil screen done prior to start of job to detect any potential silicone contamination. In the event that silicone is discovered during the processing, additional charges will apply for addition of anti-foaming compounds and a decontamination fee after completion of job.
- SPX Waukesha intends to utilize its own personnel and equipment; however, if scheduling conflicts occur, SPX Waukesha reserves the right to hire subcontractors to assist with the work.



SCHEDULE OF PRICING

The scope of work as defined on pg. 4 is provided on a **Firm Fixed Price** basis and for performance by TBD:

Project Pricing: 10/12.5/14 MVA Magnetek Leak Repair in NM: _____ **\$47,900.00**

NOTE: Price is based on SPXTS service technicians for 6 days (2 travel days (roundtrip), 4 days on site). The above price is provided on Firm Fixed Price basis, however, it is not a "not to exceed price". If added time on site, parts or materials, added mob/demobs, additional oil processing / circulation / leak repair / etc., is required, this will be calculated & billed on a T&M basis, as applicable. Invoicing for any T&M adders will be calculated and billed on actual hours/expenses/materials.

- Payment terms and conditions are NET 30 and are subject to credit approval.
- Unless specifically noted, prices do not include:
 - Any site specific or customer required access and/or safety training
 - Any special and/or site-specific safety, PPE or environmental requirements
 - Use of union labor
 - Local Sales or Use tax
- Requested changes to work scope or delays outside the control of SPX Waukesha shall be billed in accordance with SPX Transformer Solutions' Technical Service Price List (attached).



COMMENTS/EXCEPTIONS TO CONTRACT DOCUMENTS

- None



TERMS & CONDITIONS STATEMENT

- Work shall be performed in accordance with SPX Transformer Solutions – Service & Components Division Terms and Conditions of Sale (attached).
- Bid is valid for a period of 60 days.
- Pricing is valid for a period of 120 days ARO

SPX Transformer Solutions, Inc. thanks you for the opportunity to provide a quotation for this work. We look forward to your consideration of this offering and welcome any questions you may have regarding this quotation for your service requirements.

Best Regards,

Tom Pickens

Tom Pickens
 Regional Sales Associate II – West Region
 SPX Transformer Solutions, Inc.
 Ph# 919-273-4152
 Fx# 208-361-2024
 E-mail: Tom.Pickens@spx.com

Waukesha[®] Service Service Technician & Specialist Rate Schedule

Waukesha[®] Service maintains a nationwide staff of trained and experienced field service specialists and technicians who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start-up, technical studies and maintenance and repair services of electrical apparatus.

Technical professionals are classified in two categories, dependent on the degree of expertise and complexity of the service required:

Service Specialist

The Service Specialist has specific experiences and/or educational training along with factory training and experience in design, assembly, installation or testing. This expert is required for special diagnosis, repairs, inspection, failure analysis and complex technical evaluations. Typical scopes of work for these services involve LTCs, engineering services, project management, forensics analysis, condition assessments, electrical testing, etc.

Service Technician

The Service Technician has specialized factory training and experience. This Technician can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance or service requirements consistent with Waukesha[®] Service guidelines.

WAUKESHA[®] SERVICE SPECIALIST AND SERVICE TECHNICIAN RATES

CLASSIFICATION	HOURLY RATE	DAILY PER DIEM	HOURLY OVERTIME RATE	HOURLY SUNDAY & HOLIDAY RATE
Service Specialist	\$200	\$265	\$300	\$400
Service Technician	\$150	\$265	\$225	\$300

1. **Hourly rate** applies to all time worked or traveled during a workday.
2. **Overtime rate** applies to all hours worked in excess of eight hours on weekdays and all time worked or traveled on Saturdays.
NOTE: Our standard workday is 10–12 hours based on site conditions.
3. **Sunday and Holiday rate** applies to all hours worked or traveled on Sundays and/or holidays.

In lieu of Per Diem, charges for travel and living expenses will be billed at cost plus an 18% handling charge.

Per Diem

Unless requested otherwise from the purchaser, a daily per diem rate will be billed for each day required for project execution along with travel days to/from the project. Per Diem rates exclude the cost of airfare to/from the job site.

Traveling Time

Billing for traveling time will be done at the applicable rate based on actual time traveled.

Traveling time and expenses for each technical professional will include leaving and returning to the employee's headquarters.

Minimum Billing

Minimum billing for one day's service will be charged for each day or fraction thereof that a technical professional spends on the customer's premises.

Standby Time

When technical professionals are on the customer's premises but are unable to perform the services requested because of circumstances beyond the control of Waukesha[®] Service personnel, the purchaser will be charged at the applicable rate.

WAUKESHA® SERVICE TECHNICIAN & SPECIALIST RATE SCHEDULE (CONTINUED)**OTHER CHARGES**

The following charges will be in addition to the service rates stated previously:

A. Expendable Small Tools

When a particular job requires the furnishing of small expendable tools not normally carried by the technical professional, a charge for such tools will be billed at the cost of acquisition.

B. Material Furnished by Waukesha® Service

All Waukesha® Service material used on the job will be billed at current prices.

C. Material Purchased from Subcontractors or Other Vendors

When the job requires the purchase of materials or services from subcontractors or other vendors, such items will be billed at cost plus an 18% handling charge.

D. Special Tools and Equipment Furnished by Waukesha® Service

Rental charge shall be made for all specialized tools, equipment and instruments. Refer to Waukesha® Service Equipment Rental Rate Schedule.

E. Company Vehicle Mileage Rate

Cost of mileage for standard company vehicles to travel to and from the standard job site will be billed at a rate of \$0.95 per mile. Any vehicle requiring a CDL endorsement to drive shall be billed at a rate of \$2.50 per mile for travel to and from the job site.

PRODUCT WARRANTY WORK

Product warranty work on Waukesha® Service-supplied equipment will be performed F.O.B. factory or at the customer's site, at Waukesha® Service's option. Work at the customer's site will be accomplished during a normal eight-hour straight time day. If the purchaser requests that product warranty work be performed during any other time period, purchaser will be invoiced for the premium time portion of the work, i.e. the difference between the applicable rate and the overtime rate for the services performed.

TERMS OF PAYMENT

Net 30 days from date of invoice.

TERMS AND CONDITIONS

See SPX Transformer Solutions, Inc. – Service & Components Division Terms and Conditions of Sale.

SPX TRANSFORMER SOLUTIONS, INC./SERVICE AND COMPONENTS DIVISION
STANDARD TERMS AND CONDITIONS OF SALE
(Rev. 1/1/21)

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** No orders for services and/or goods (individually and collectively, "Work,") are binding upon Seller until accepted in writing by an authorized representative of Seller. Seller's acceptance of Buyer's order is conditioned upon Buyer's acceptance of these terms and conditions (the "Terms") and Buyer's agreement to be bound by and comply with these Terms. These Terms and the terms of Seller's quotation, and all referenced attachments constitute the entire agreement between Buyer and Seller, and no amendment or modification shall be binding on Seller unless signed by an authorized representative. Seller's failure to object to provisions contained in any purchase order or other document of Buyer shall not be construed as a waiver by Seller of these Terms or an acceptance of any such provisions. Any conflicting or additional terms or conditions set forth by Buyer in a purchase order or other document are not binding upon Seller, and Seller expressly objects to them.
2. **LIMITED WARRANTY.** (a) For a period of one (1) year from the date of performance of services or delivery of goods under the order accepted by Seller, Seller warrants, to the original purchaser, the services performed by or on behalf of Seller to be free from defects in workmanship and the goods manufactured by Seller to be free from defects in title, material, and workmanship. (b) If within such period it shall be proven to Seller's reasonable satisfaction that any services or goods are defective, then such services shall be corrected and, at Seller's option, such goods repaired or replaced or substitute goods obtained. Buyer shall bear the costs of any removal, decontamination, and reinstallation of the goods and adjacent structures, equipment, and other obstructions not directly included in the warrantable goods. Seller's obligation is conditioned upon Seller's receipt of written notice of any alleged nonconformity or defect within 10 days after its discovery and, with respect to goods, at Seller's option, return of such goods to Seller's factory, with all freight and insurance to and from the repair facility to be at Buyer's expense. With respect to goods not manufactured by Seller, Seller makes no warranty other than good title and agrees to transfer to Buyer the original manufacturer's warranty, which shall provide the exclusive remedy for any defect. (c) The foregoing warranties state Seller's entire warranty and Buyer's sole and exclusive remedy related to the Work. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (d) This warranty shall not apply to any loss or damage resulting from: (i) normal wear and tear; (ii) alteration, neglect, misuse, abuse, or improper installation, operation, maintenance, or storage by Buyer or a third party; (iii) accident, fire, flood, or acts of God; or (iv) inaccurate or incomplete information or data supplied or approved by Buyer. Buyer shall defend and indemnify Seller for any loss or damage of Seller arising out of clauses (i) through (iv) above and any breach by Buyer of its covenants and obligations under these Terms.
3. **PATENTS AND TRADEMARKS.** (a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods designed and sold by Seller pursuant to the order accepted by Seller infringe any U.S. patent or trademark. Seller shall pay any damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of such goods. In the event any such goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. The foregoing constitutes the entire liability of Seller and the sole and exclusive remedy of Buyer for patent or trademark infringement related to the goods. (b) Notwithstanding the foregoing, section (a) above shall not apply to any suit or proceeding alleging infringement resulting from or related to Seller's compliance with the instructions, specifications or design of Buyer or the use of goods of Seller in combination with other goods or materials. Buyer shall defend and pay any damages awarded in such suit or proceeding.
4. **DELIVERY AND DELAY.** (a) Unless otherwise agreed to in a writing signed by Seller: (i) goods shall be delivered FCA Seller's Premises, with delivery to the initial carrier constituting delivery to Buyer (Incoterms® 2010); (ii) title to the goods and risk of damage or loss shall pass to Buyer upon delivery to the initial carrier; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss, or damage. If Seller selects the freight forwarder, then Buyer authorizes Seller to clear the goods for export under U.S. Export Regulations, including CFR 15, Part 30. If Buyer selects the freight forwarder, then Buyer shall authorize its freight forwarder to file the EEI and export clearance documentation required by US law, and Buyer assumes all responsibility for export clearance. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Buyer of accurate and complete approved drawings and technical data. Seller shall not be liable for any delay beyond its reasonable control or caused by accident; bad weather; embargo; act of Buyer or third parties; labor disputes; national emergency; riots; non-delivery of suppliers; delays of carriers or delivery agents; inability to obtain labor, materials, or manufacturing facilities; acts of God; or government restrictions, prohibitions, or requirements. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. Regardless of the cause, Seller shall have no liability for penalties of any nature as a result of a delay. During any period of shortage due to the stated or similar causes, Seller may prorate its supply of material among its internal

demand and its customers in whatever manner it chooses. (c) Buyer shall provide, at its own expense, ready and sufficient routes and access for Seller's vehicles and equipment to all site(s) for services and delivery point(s) for goods, free of any and all obstructions, conditions, and insufficiencies that would impede or prevent the performance of services and/or the delivery of goods.

5. **LIMITATION OF LIABILITY.** (a) Except to the extent specifically provided under Section 3 above, Seller shall not be liable under any theory of relief, including, without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out of or related to an order or Seller's acts or omissions for: (i) incidental, special, punitive, or consequential damages of any nature, including, without limitation, economic loss or damages, whether for loss of revenue and/or profits, increased operating costs, loss of use, cost of capital or substitute facilities and services, downtime costs, delay costs, claims of any third parties for any of the above, or otherwise; or (ii) any damage or loss in excess of the purchase price actually paid by Buyer. (b) Any action by Buyer must be commenced within one (1) year after the cause of action has accrued.

6. **CHANGES, SUBSTITUTIONS, AND CANCELLATION.** (a) Any changes requested by Buyer are not effective unless accepted in writing by an authorized representative of Seller at Seller's corporate offices or factory. Any changes accepted by Seller that affect the specifications or scope of work of an order shall entitle Seller to an adjustment to the price, delivery schedule, or other terms affected by such change, as appropriate. (b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. Details of design and construction in any quotation are approximate and subject to revision by Seller. If changes in performance of services or in materials, design, layout, or arrangement of goods are desired or required by conditions of which Seller was unaware or that were unforeseen by Seller, the price is subject to revision. (c) Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges. In the event Seller accepts such cancellation of all or any part of the Work, Buyer shall be liable for the higher of: (i) 25% of the purchase price; (ii) any loss incurred by Seller, including, without limitation, costs of engineering, reconditioning, labor, materials, and Seller's margin; or (iii) costs required by any cancellation and delay policy of Seller.

7. **APPROVALS, INSPECTION, AND ACCEPTANCE.** (a) Buyer's approval, or failure to disapprove, of drawings submitted under an order constitutes Buyer's acceptance of equipment design, specifications, and other data contained in Seller's submittals. (b) Inspection of goods at Seller's factory by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller 10 days in advance. (c) Work shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the Work, and written notice from Buyer of any defect has been received by Seller within 48 hours of rejection of any goods inspected at Seller's factory or, if no factory inspection has taken place, then within 30 days following any performance of services and/or delivery of goods; and (ii) Buyer has given Seller reasonable advance notice and authorization to attend any tests designed to demonstrate that Seller's performance is nonconforming or goods are defective, and the test conditions are mutually agreed to by Buyer and Seller. (d) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.

8. **PRICES, PAYMENT, AND CREDIT.** (a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) are FCA Seller's Premises (Incoterms® 2010); (ii) do not include customs duties or any domestic or foreign sales, use, excise, VAT, or similar taxes under existing or future laws (with Buyer to be charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (iii) are valid for 30 days from the quotation date; and (iv) do not include costs for installation of goods. All quoted prices are in U.S. Dollars and are subject to correction for clerical errors. (b) Unless otherwise agreed in writing and subject to credit approval, payment terms shall be net 30 days from completion of services performed within the continental U.S. and/or from the date of shipment for goods sold within the U.S. Unless otherwise agreed in writing, payment shall be cash in advance or letter of credit for all services performed outside the continental U.S. and all export sales of goods from the U.S.; and no later than 60 days prior to the schedule start date for services and each scheduled shipment date for goods, Buyer shall wire transfer funds to Seller's account or cause to be issued for Seller's benefit an irrevocable letter of credit in U.S. Dollars in the full amount of the purchase price, plus prepaid freight if applicable, such letter of credit (i) to be issued or confirmed by a prime U.S. bank acceptable to Seller; (ii) to be subject to and governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No. 500) and to be otherwise acceptable in form and substance to Seller; and (iii) to provide for payment to Seller of the full amount of the purchase price plus prepaid freight in U.S. Dollars, on presentation by Seller of sight drafts, Seller's invoice, and such other documents as shall be reasonably required by the letter of credit. All banking and other charges for such letter of credit are for the account of Buyer. (c) Partial payments shall become due with partial performance of services or partial shipments of goods. Seller will charge 1½% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing 30 days following completion of services or the shipment date of goods. Any delay in performance of services or delivery of an installment of goods shall not relieve Buyer of its obligation to accept and make payment for remaining performance or installments. If Buyer is notified by Seller that the goods are ready for shipment and there is an unreasonable delay in shipment for reasons beyond Seller's control (including Buyer's failure to provide shipping instructions), the completion date of the goods shall be treated as the date of shipment for payment purposes, and completed goods shall be held at Buyer's risk of loss or damage, with Buyer paying all storage and insurance expenses. (d) Seller may, at its option, decline to provide services or deliver goods, except for cash in advance, or stop goods in transit whenever, for any reason, Seller doubts Buyer's financial responsibility.

9. **GOODS FOR RE-EXPORT.** If the ultimate destination of Work is outside the U.S., then Buyer shall designate such country on its purchase order. In the event that Buyer purchases Work for re-export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including, without limitation, claims of governmental authorities) arising from the export from the U.S. or import into another country of such Work, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Seller shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action that would violate any anti-boycott, anti-corruption, or any export or import statutes or regulations of the U.S. or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action.
10. **PROPRIETARY INFORMATION.** Seller retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the services and goods sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used or disclosed by Buyer for any other purpose.
11. **EXCLUSIONS.** In no event shall Seller have any obligation (a) to identify or correct any defective wiring or equipment, to identify or correct any code violations, or to remove from Buyer's premises any defective equipment unless expressly stated in the applicable scope of work; or (b) to identify, correct, abate, clean up, control, or remove from Buyer's premises any toxic or hazardous material.
12. **MISCELLANEOUS.** All rights and remedies of Seller under these Terms are in addition to its rights at law and in equity. Any delegation or assignment by Buyer of any of its responsibilities or rights without Seller's prior written consent shall be void. The validity, performance, and interpretation of these Terms and any referenced attachment shall be governed by the law of the State of Wisconsin, U.S.A., including the United Nations Convention on Contracts for the International Sale of Goods when applicable, without reference to principles of conflicts of laws. The invalidity or illegality of any provision of these Terms shall not render invalid or illegal any other provision. Seller's failure at any time to require performance by Buyer of any of these Terms shall not serve as a waiver or diminish Seller's right to demand strict compliance with such provision or with other of these Terms.

McKinley Sales

8325 Washington Street NE
 Albuquerque, NM 87113

INSURANCE REQUIREMENTS

Certificates of insurance must be on file with CUSTOMER NAME (“Company”) prior to commencement of Work, and such coverage must remain in effect for the duration of this Agreement. SPX Transformer Solutions, Inc. shall provide thirty (30) days' written notice to Company prior to cancellation or non-renewal of any of the insurance policies required herein. Failure of Company to enforce the insurance requirements listed below will not relieve Contractor of responsibility for maintaining these coverages.

POLICIES	LIMITS
Workers' Compensation:	Statutory
Employer's Liability: Each Accident:	\$1,000,000
Employer's Liability Disease Each Employee:	\$1,000,000
Employer's Liability Disease Policy Limit	\$1,000,000
Commercial General Liability: coverage for products/completed operations, contractual liability and personal injury.	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Automobile Liability: Combined Single Limit, for all owned, non-owned and hired automobiles.	\$1,000,000

ADDITIONAL ENDORSEMENTS REQUIRED AND TO BE STATED ON CERTIFICATES OF INSURANCE:

Company must be included as additional insureds for the Work on a primary and non-contributory basis, with respect to General Liability.

All policies applicable to the Work must contain a waiver of subrogation in favor of Company.

October 21, 2021
Quote # 020421KW02

*Revision 2

Western United ESC
Albuquerque, NM 87120
Attn: Pat Valdez
P- 800.748.3116
pvaldez@wue.coop

Type of Service:	Leak Repairs and HV Bushing Replacement
Equipment to be Serviced:	115-12.47KV
Transformer Type:	Sub
Manufacturer:	Magnetek Transformer
Serial Number:	H881685B
Gallons of Oil:	4400 Main Tank- 106 LTC
Oil Type:	Mineral Oil
Location:	Outside
Expected Outage Required:	4 days

SCOPE OF WORK

Sunbelt- Solomon Solutions (SSS) Field Services proposes to send Field Technicians to complete the following scope of work:

1. Mobilize technicians and associated equipment to Riverside Substation- **Truth or Consequences, NM**
2. Transformer will have been de-energized, disconnected, isolated and grounded prior to the arrival of SSS Technicians.
3. Provide OSHA required (29 CFR 1910.146) Confined Space Certified Technicians (3) for internal confined space work and overnight vacuum monitoring.
4. Work to be scheduled to begin on a Tuesday to allow for Mobilization of crews to site during normal working hours. Work scheduled on Mondays or Fridays will include additional charges for weekend mobilizations
5. Customer Feed and Supply terminations disconnected and re-connected by others.

Leak Repair

6. Confirm unit has been de-energized, isolated, grounded and LOTO performed.
7. Perform As Found testing as outlined below.
8. Pull AS Found DGA sample as outlined below.
9. Drain unit (4400 gals) into SSS provided tanker for re-use following down with dry air.
10. Drain LTC (106 gals) into SSS provided tanker for disposal by SSS.
11. Locate pin-hole leak on radiator- Clean and weld to repair- SSS Provided welder and equipment.
12. Remove WT and LT tubes from wells repair leaks and re-install.
13. Remove LTC top plug clean tank and plug threads with wire brush re-tape and re-install.
14. Remove 1" top fill valve clean tank and valve threads with wire brush re-tape and re-install.
15. Remove 2" plug (located near NLTC) clean tank and plug threads with wire brush re-tape and re-install.

16. Remove (1) one HV Draw-lead bushing and gasket and replace with New bushing and gasket provided by WUESC.
17. Pressurize unit to +3-5 psi (Below unit max pressure) and snoop Radiator, plugs valves and bushing for leaks.
18. If no leaks found begin vacuum.
19. Connect Vacuum and bring to < than 1 torr, perform drop down test to ensure no leaks exist.
20. Following successful drop down test hold @ <1 torr for 12 hours/ overnight (whichever is greater)
21. Re-fill unit under vacuum with stored oil from tanker and process 1 additional nameplate pass.
22. Re-fill LTC with (106 gals) New Mineral Oil provided by SSS.
23. Allow oil to cool overnight.
24. Perform As Left Electrical Testing as outline below.
25. Pull As Left DGA sample (Main Tank and LTC) as outlined below.

Electrical Testing

26. Perform electrical testing:
 - a. Transformer Turns Ratio (TTR) on as-found tap
 - b. Winding Resistance
 - c. Insulation resistance (Megger)
 - d. Power Factor (Doble)
 - i. Transformer windings
 - ii. Bushings

Oil Sampling / Testing

27. Take oil sample for laboratory analysis:
 - a. DGA/Oil Analysis – D3612
 - a. Hydrogen
 - b. Methane
 - c. Ethane
 - d. Ethylene
 - e. Acetylene
 - f. Carbon Monoxide
 - g. Carbon Dioxide
 - h. Nitrogen
 - i. Oxygen
 - b. Karl Fischer Moisture Analysis – D1533b
 - c. Oil Screen
 - a. Interfacial Tension – D971
 - b. Acid Number – D974
 - c. Color Number – D1500/1524
 - d. Visual – D1524
 - e. Dielectric Breakdown Voltage – D877
 - f. Liquid Screen
28. Clean up work area and depart.
29. Provide documented test results as required.



CLARIFICATIONS / CUSTOMER RESPONSIBILITIES

1. Due to handling of customer insulating oils, a non-pcb test result as sampled at least one year prior to service date is required. Sample kit can be provided by Solomon Corporation.
0. Provide access for vehicles within 50' of transformer and proper workspace clear of obstructions
1. Oil containment shall be within 50' of transformers
2. Any site training above and beyond one hour on the day of mobilization is not included.
3. Ambient temperatures in winter months may require a core heat up prior to vacuum processing. Should a core heat up be required, costs for such will be charged at time and material rates.
4. Drying required in addition to stated vacuum hold period prior to filling is excluded. Additional time if moisture reads > 1%, would be charged on a time and material rate.
5. Outside the stated vacuum period, all work will be performed during M-F, up to 14 hour days unless noted otherwise
6. Setting of transformers, removal of existing units by others.
7. Provide site location address, and site management representative responsible for achieving all jobsite requirements in a timely manner.
8. Provide Free and Clear access, and proper workspace clear of obstructions.
9. Provide an authorized person to sign all manifests/ field reports.

10. Provide qualified individual and appropriate equipment and facilities for all lifting, and placing.

11. Provide management supervision and at least one qualified and electrician If Applicable to:
 - a. De-energize and re-energize equipment as defined by NFPA70E.
 - b. Provide and perform Lock Out and Tag Out procedure for affected equipment and verify zero energy state as defined by NFPA70E.
 - c. Provide Grounding of equipment as required.

PROPOSAL ACCEPTANCE

This proposal (except schedule) is valid for 30 days from date of issue. Any changes to the scope of work or Bill of Material will require a revised quotation which may result in a price change. No schedules or other activity will be initiated until purchase order is received.

PRICE: \$50,200.00

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate.

GENERAL CONDITIONS

Customer shall provide an electrician or engineer, familiar with the distribution system and is to be available during the repair and / or testing periods. He or she will be responsible for disconnecting and re-energizing all equipment as necessary. MOP's are not included unless specified above.

Unless specifically noted above, all work is to be performed Monday through Friday. Saturdays, Sundays and holidays excluded. Extensive delays due to circumstances beyond the control of Solomon Corp Field Services will be subject to additional billing.

Solomon Corp Field Services will not be responsible for supplying additional back-up generator(s) unless otherwise indicated within this quotation

Solomon Corp Field Services is not responsible for loss production review or any additional emergencies that may arise during the re-energization of this equipment.

To accept this proposal, please issue a purchase order to:

Thank you,

Jan Sexton
Territory Manager
785-263-5180
jsexton@solomoncorp.com

Attachments: Solomon Corp Terms and Conditions

**Standard Terms and Conditions of Sale
Updated, March 2014**

Terms of Offer: This quotation constitutes an offer to sell according to the terms included. The offer is good for 30 days from the date of quotation and shall be deemed accepted upon receipt and acceptance of a purchase order. The buyer will be deemed to have assented to all terms and conditions contained herein

Payment terms: Standard payment terms are net 30 days, pending credit approval of the buyer. Solomon Corporation reserves the right to require prepayment or progress payments for products and services of substantial size or financial risk. Any extension beyond these standard payment terms must be approved in writing prior to acceptance of an order. In the event Buyer fails to make payment when due, the buyer's entire account becomes immediately due and payable, and all amount are subject to service charges at the maximum contract rate permissible by law.

Order Cancellation: Orders cancelled after the acceptance of buyer's purchase order will be subject to appropriate cancellation or re-stocking charges. The charges will be dependent on the

amount of labor and material expense, including design, engineering and administrative work, that has been completed at the time of order cancellation.

Shipments: All products are shipped FOB buyers designated delivery point unless otherwise specified. Freight charges are included in the purchase price unless otherwise specified in the price quotation. The buyer is responsible for providing labor and equipment to unload Solomon Corporation's truck. Solomon Corporation at its discretion may contract transportation and delivery with outside carriers.

Rescheduled or delayed shipments: Buyer may delay or reschedule shipment without penalty if the delay is within 30 days of the original scheduled delivery date. Delays beyond 30 days may require invoicing, payment and storage charges per Solomon Corporation's Storage policy.

Seller will make a good faith effort to complete delivery of the products and services on the scheduled date, but seller assumes no responsibility or liability for inability to deliver for reasons beyond the control of the Seller, unless otherwise agreed to in writing. **The Seller is not liable for any incidental, consequential or liquidated damages arising from delays or failure to give notice of delay.**

Inspection and acceptance: the Buyer shall have seven days from the date of delivery to report any damage, defects or nonconformance that is discernible at the time of inspection. After seven days the buyer is deemed to have accepted the product.

Warranties: Solomon Corporation warrants, to the original purchaser only, that the products and services provided will be free from defects in material or workmanship. The duration of the warranty is one year from the date of delivery or completion of services, unless otherwise specified in the quotation. In the event that the product or service does not conform to specification or is defective in material or workmanship, Solomon Corporation will make the necessary repairs at its own expense. If Solomon Corporation is unable to successfully resolve the issue after a reasonable number of attempts, Solomon Corporation will provide at its option, replacement products, or a full refund of the purchase price. These are the purchaser's exclusive remedies for breach of warranty.

In the event that all or a portion of the products purchased are manufactured by others, the buyers warranty is with the original manufacturer of those products and subject to the warranty terms and conditions of that manufacturer. Solomon Corporation, as a seller of products manufactured by others, will assist buyer in remediation of warranty claims, but in no circumstance is liable to fulfill the warranty obligation of those manufacturers or to cover expenses that are not covered by original manufacturers' warranty.

Solomon Corporation does not warrant:

- 1) Any product, not manufactured by Solomon Corporation
- 2) That the specification provided by the purchaser are accurate, or fit for a particular use
- 3) Damage caused by failure to provide a suitable installation environment



- 4) Damage caused by use for purposes other than those for which it was designed
- 5) Damage caused by accidents or disasters such as fire, flood, wind and lightning
- 6) Damage caused by unauthorized attachments or modification
- 7) Damage caused by vandalism

Solomon Corporation shall in no event be liable for incidental or consequential damages. The seller makes no warranty of the merchantability, or fitness for a particular purpose or any other warranty either expressed or implied.

Response to Request for Proposal

South Transformer - Leak Repair

Eaton Proposal Number ELK1-210202-01-JWG-R1

October 27, 2021



Presented By: Eaton Corporation
Electrical Engineering Services & Systems
12305 Mercantile Ave., Suite D
El Paso, TX 79928

Contacts:

Eaton Corporation
Electrical Engineering Service & Systems
Service Sales Representative:
Carlos Santoyo(ELK1)
Phone: (M)915-356-4175
Email: CarlosSantoyo@Eaton.com

Eaton Corporation
Electrical Engineering Service & Systems
Technical Application Support Engineer:
John Guldán
Phone: 920-619-5396
Email: JohnGuldán@eaton.com

EATON

Powering Business Worldwide

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1. PROJECT SUMMARY

Eaton to replace (1) bushing, repair leak at transformer fins, and Provide De-energized Power Transformer mineral oil processing on (1) 4400 gallon XFMRs

- Truth or Consequences, Riverside Substation, Riverside Drive, Truth or Consequences, NM 87935

The following is Eaton's proposal to provide Oil Processing at Miller/Coors Facilities. Performing regular maintenance is proven through IEEE studies to significantly reduce electrical failure rates and results in increased reliability, reduction in repair costs, up time, and allows the concentration of efforts to improve operation rather than responding to emergency repairs.

The purpose of the following recommended practice is to reduce hazards to life and property that can result from electrical equipment malfunction or failure. Although electrical equipment deterioration is normal, equipment failure is not inevitable. In addition to normal deterioration, there are other potential causes of equipment failure that can be detected and corrected through a continuing electrical maintenance program. Among these are load changes or additions, circuit alterations, improperly set or improperly selected protective devices, and changing voltage conditions.

A well-administered program will reduce accidents, and minimize costly breakdowns and unplanned shutdown of production equipment or loads. While benefits resulting from improved safety are difficult to measure, equipment repair cost and equipment downtime records can document direct, measurable, economic benefits after a continuing electrical maintenance program has been properly placed in operation.

Eaton's Electrical Engineering Services and Systems is uniquely qualified to implement a continuing electrical maintenance program based upon the qualifications presented in this proposal.

OIL CHANGE NOT INCLUDED IN THIS PRICING

*Customer to provide Crane and Manlift

2. EQUIPMENT BILL OF MATERIAL

(1) Magnetek Transformer (1994)

3. SCOPE OF WORK

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

- 3.1 (1) HV Bushing Replacement for a Draw Type Bushing
Eaton to provide a manlift and Crane to install new bushing (Provided by customer)

3.2 Welding repair for Mild Steel Fins that are leaking

***Note, Eaton not responsible for repainting of the Tank.**

3.3 Oil processing and testing of (1) 4400 gallon xfmrs.

Phoenix EESS Team to drive rig and totes from Chandler, AZ to Golden Colorado and process oil. Basic Pre and post electrical testing of xfmrs will be completed as well by the Phoenix team. Eaton highly recommends processing the Transformer Oil Utilizing Eaton's Oil Processing Unit. The following services are included during the Oil Processing procedure:

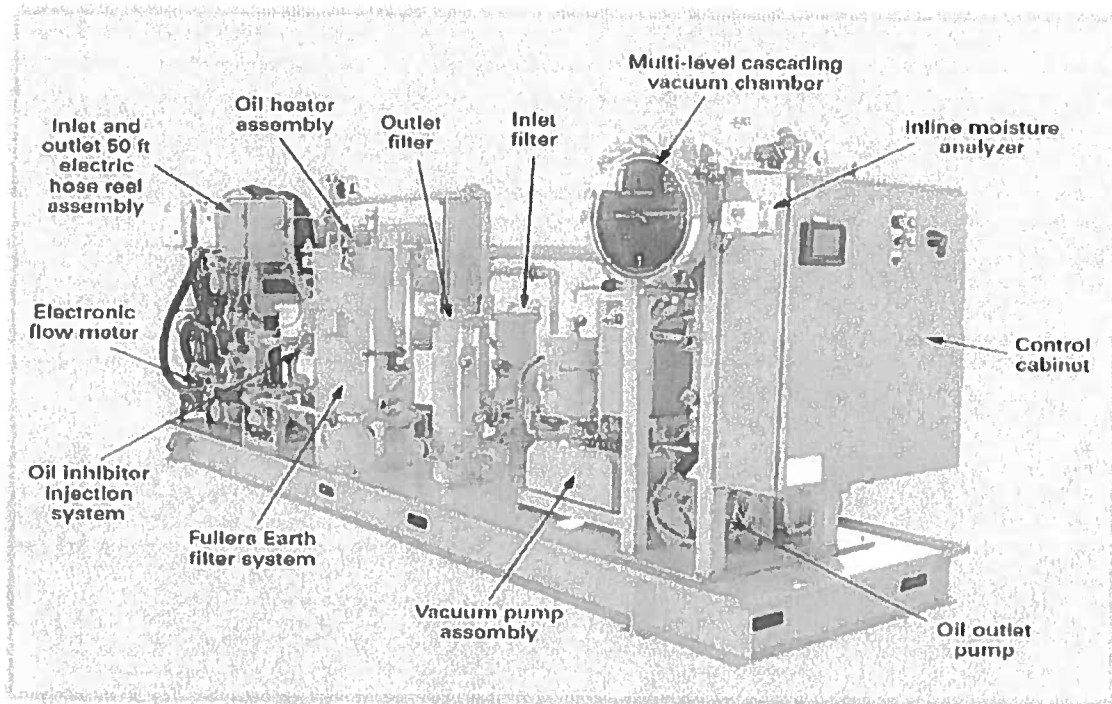
- Dehydration
- Degasification
- Thermal Cleaning/ Desludging
- Insulation Dry Out
- Processing with Fullers Earth
- Dielectric Testing

See attached Sales Aid for More Info

- All oil processing to occur during 1 mobilization Monday- Friday during normal working hours
- Planned outages & switching that allows for No delay time between mobilization
- Riverside Substation to allow Eaton to store Mobile Generator & Oil Processing Trailer inside secured/fenced property during nights (during outage window) to minimize mobilization costs.
- Please allow each transformer 8hrs to settle after processing prior to re-energization

****** To maximize efficiency and minimize generator refueling, mobilization and other costs, sequence of site outages required is to be provided by Eaton.**

Eaton's enclosed trailer Oil Processing Unit stationed in Chandler, Arizona:



Schedule:

- Day 1 - pretest and setup of generator and equipment for xfrms
- Day 2- Drain oil into tanker and weld section and replace bushing
- Day 3 - 8 hours of straight processing on XFMR
- Day 4 – Post-test and pack-up of site

4. PRICING

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, please contact us to adjust the price accordingly.

Item	Description	Price (NET)
001	Field Services	\$52,700
002		
Total Price:		\$52,700.00

*Customer to provide Crane and Manlift

5. QUALIFICATIONS / CLARIFICATIONS

- Pricing only valid if both transformers are awarded and scheduled during a single mobilization
- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal. *Current schedule proposes 4 day work weeks
- Minor repairs and adjustments taking a minimal amount of time will be included in our base price. If additional time or material is required, it will be charged as an extra.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs including stand-by and re-connect services are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Replacement parts and additional labor required to perform any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2015 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.
- Third party billing will be subject to an additional 15% fee.

6. TESTING CLARIFICATIONS :

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified. All work supervision will be by a degreed electrical engineer.
- All test results will be evaluated in accordance with manufacturer's published data.
- A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

7. SAFETY TRAINING OF EATON FIELD PERSONNEL :

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

8. SAFETY ARC-FLASH PROVISIONAL STATEMENT:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

9. DIVISION OF RESPONSIBILITY

9.1 Eaton Responsibilities:

- 150kw generator will need to be rented
- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- Eaton will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

9.2 Customer Will Be Responsible For The Following:

- Manlift to be provided by Customer
- Crane to be provided by Customer
- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and

duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.

- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

10. WHY EATON FOR THIS PROJECT:

- Eaton field personnel have years of experience with medium and high voltage electrical distribution equipment and have been factory trained at the Eaton Distribution Equipment Manufacturing Facilities and obtained outside training on other competitors' equipment.
- Eaton maintains a fully functional and operational remote monitoring center, which can be incorporated as part of the solutions to improve your overall electrical system reliability.
- Eaton has access to the engineering departments who currently design electrical equipment.
- Eaton has the following in-house technical support available to the specification engineer:
 - Environmental-Health and Safety personnel
 - Factory design engineers
 - Power Systems Engineers
 - Quality and Standards Engineers
- Eaton personnel are very familiar with the maintenance program for the electrical distribution systems of all designs and applications.
- Eaton has performed maintenance programs at your facility in years past.
- Eaton test equipment is state of the art and calibrated yearly.
- Emergency Service available 24 hours per day, 365 days per year.
- Partial list of customers where Eaton has worked on similar equipment is attached.
- Additional customers can be provided, if required.

11. Order Entry

Please email an electronic copy of the purchase order to CarlosSantoyo@Eaton.com. To ensure proper order processing, please include the following information in the PO:

- Addressed to: Eaton Corporation
12305 Mercantile Ave., Suite D
El Paso, TX 79928

The Eaton proposal number as listed on page 1

- The ship-to address and site contact name, number and email
- The bill-to address and purchasing contact information

12. Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the

proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

13. Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used to evaluate and respond to this submittal. By accepting this submittal from Eaton, agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

14. Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice. Third party billing will be subject to an additional 15% fee.



REQUISITION

Requisition #: 86447

Date: 11/02/2021

Vendor #: 7982

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

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ENGINEERING SERVICES VACUUM SANIT		0.00 380-7001-80860	32,198.41
PO Description: ENGINEERING SERVICES - VACUUM SANITARY IMPROVEMENT				
Detailed Description:				
RFP 19-20-003				
CLEAN WATER STATE REVOLVING LOAN FUND				
CWSRLF 098				
HOLD FOR COMMISSION APPROVAL 11/17/2021				

Authorized By: _____

SUBTOTAL:	29,727.33
TOTAL TAX:	2,471.08
SHIPPING:	0.00
TOTAL	32,198.41



City of Truth or Consequences

505 Sims Street

Truth or Consequences, New Mexico 87901

City (575) 740-7323 Fax (575) 894-0363

NOTICE OF AWARD

November 1, 2021

Wilson and Company, Inc.
414 N Main Street Suite A
Las Cruces, NM 88001

Re: Notice of Award of RFP#19-20-003 Engineering Services for Vacuum Sanitary Improvements

Dear Wilson and Company, Inc.,

The Evaluation Committee for the above mentioned Request for Proposal (RFP) selected your company to provide the services as listed in RFP #19-20-003 Engineering Services for Vacuum Sanitary Improvements for the City of Truth or Consequences. On August 24, 2021 Steven Deal, Project Engineer at the Construction Programs Bureau-NMED approved the award and contract.

Please find attached a copy of the executed contract with all signatures. The contract is effective from September 1, 2021 through September 1, 2024.

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 575-740-7323.

Sincerely,

Carol Kirkpatrick
Finance Director/Procurement Manager
City of Truth or Consequences

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


THIS Agreement, made this 1st day of September 2021 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on September 1, 2024.


The OWNER intends to construct a Project consisting of the Planning, Design and Construction of Vacuum Sewer Collection and Vacuum Station Facility Improvements.

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

4. Signatures

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

By:  Date: 08/16/21
OWNER
Type Name Bruce Swingle
Title City Manager

By:  Date: 08/16/2021
ENGINEER
Type Name Mario Juarez-Infante
Title Vice President
Address Wilson & Company, Inc.
414 N. Main St., Suite A
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

Approved by: _____
AGENCY NAME: _____
By: Steven M. Deal Digitally signed by Steven M. Deal
Date: 2021.08.24 14:31:16 -08'00'
Type Name _____
Date Steven Deal, Project Engineer
Construction Programs Bureau-NMED

Amount approved: _____



REQUISITION

Requisition #: 86451

Date: 11/02/2021

Vendor #: 7982

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

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 WA SYSTEM PERFORMANCE IMPROVEME		0.00 320-7017-80860	1,166,698.33
PO Description: ENGINEERING SERVICES WATER IMPROVEMENTS PHASE 1				
Detailed Description:				
USDA PER PHASE 1 WATER SYSTEM IMPROVEMENTS				
RFP 20-21-011				
11/17/21 HOLD FOR COMMISSION APPROVAL				

Authorized By: _____

SUBTOTAL:	1,081,528.00
TOTAL TAX:	85,170.33
SHIPPING:	0.00
TOTAL	1,166,698.33

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 27, 2021 ("Effective Date") between
City of Truth or Consequences ("Owner") and
Wilson & Company, Inc., Engineers & Architects ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Water System Performance Improvements – Phase 1

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Completion of a Preliminary Engineering Report, Categorical Exclusion with Report, Engineering Design, Construction Contract Package, and Construction Oversight to meet USDA funding requirements as described in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES


2.01 General

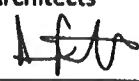
- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Truth or Consequences

Engineer: Wilson & Company, Inc., Engineers & Architects

By: 
Print name: Bruce Swingle
Title: City Manager
Date Signed: 10/27/2021

By: 
Print name: Daniel S. Aguirre
Title: Sr. Vice President
Date Signed: 10/20/2021

Engineer License or Firm's Certificate No. (if required): _____

State of: _____

Address for Owner's receipt of notices:

City of Truth or Consequences
505 Sims Street
City of Truth or Consequences, NM 87901
Designated Representative (Paragraph 8.03.A):
Traci Alvarez
Title: Assistant City Manager
Phone Number: 575-894-6673
E-Mail Address: talvarez@forcnm.org

Address for Engineer's receipt of notices:

Wilson & Company Inc., Engineers & Architects
44401 Masthead St., NE, Suite 150
Albuquerque, NM 87109
Designated Representative (Paragraph 8.03.A):
Daniel S. Aguirre
Title: Sr Vice President
Phone Number: 505 948 5118
E-Mail Address: Daniel.Aguirre@wilsonco.com



REQUISITION

Requisition #: 86482

Date: 11/08/2021

Vendor #: 8050

ISSUED TO: AMERICAN ELECTRICAL TESTING CO
P.O. BOX 825124
PHILADELPHIA, PA 19182-5124

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 NORTH TRANSFORMER REPLACEMENT		0.00 360-7016-80805	1,188,815.53

PO Description: NORTH TRANSFORMER REPLACEMENT

Detailed Description:
NORTH TRANSFORMER REPLACEMENT
SEE ATTACHED AGREEMENT
RFP 20-21-012
NMFA LOAN FUND

HOLD FOR COMMISSION APPROVAL 11-17-2021

Authorized By: _____

SUBTOTAL:	1,095,682.52
TOTAL TAX:	93,133.01
SHIPPING:	0.00
TOTAL	1,188,815.53

CITY OF TRUTH OR CONSEQUENCES
AGREEMENT FOR NORTH TRANSFORMER REPLACEMENT:
10/12.5/15/16.8 MVA POWER TRANSFORMER SUPPLY

THIS AGREEMENT entered into the 22nd day of September, 2021 by and between American Electrical Testing Co, LLC herein called Contractor and the City of Truth or Consequences herein called City of Truth or Consequences ("City").

1. SCOPE OF WORK:

The Contractor shall provide labor, materials, and necessary equipment to fulfill the project requirements and scope of work described in the City of Truth or Consequences' Final RFP #20-21-012 North Transformer Replacement, which incorporates addendums #1, #2, #3, #4, and #5. (Attachment A)

Per Section IV. SPECIFICATIONS A. DETAILED SCOPE OF WORK: Contractor shall also supply, install, erect, test, and commission a new power transformer ready for energization. The new transformer must have a UZD Load Tap Changer good for 500,000 operations and be installed per delivery date of 34 weeks as included in the offerors proposal in Section IV. SPECIFICATIONS C. 8 BUSINESS SPECIFICATIONS Delivery Time Preference after receipt of a purchase order and "Notice to Proceed" from the City of T or C. Contractor will also completely remove the existing transformer, all unnecessary appurtenances and dispose of properly. (Attachment B)

The City of Truth or Consequences accepts the technical proposal submitted by Contractor. (Attachment C)

2. COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, the Contractor shall charge the City of Truth or Consequences One Million, Ninety-Five Thousand, Six Hundred and Eighty-Two Dollars and Fifty-Two Cents (\$1,095,682.52) plus gross receipts tax payable in one lump sum upon satisfactory completion of the project. The City of Truth or Consequences shall pay only the following charges for services performed: All labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A Detailed Scope of Work in RFP #20-21-012 North Transformer Replacement. (Attachment A)

3. TERM:

Subject to the parties executing this contract, the City's ability to obtain funding, and final approval of the award and contract by the City Commission, the term of this

IN WITNESS WHEREOF, the parties have executed this Agreement as
September 22, 2021.

CITY OF TRUTH OR CONSEQUENCES

SIGNED BY: [Signature] DATE: 09/23/21

NAME AND TITLE: B. SWINBLE, mbl

SIGNED BY: [Signature] DATE: 9-22-21

CITY'S LEGAL COUNSEL-CERTIFYING LEGAL SUFFICIENCY

CONTRACTOR:

COMPANY NAME: AMERICAN ELECTRICAL TESTING, CO, LLC

SIGNED BY: [Signature] DATE: 9/13/2021

NAME AND TITLE: Howard Blanson Vice President

Attest: [Signature]
Date: 9/13/2021

Attest: [Signature] - Deputy City Clerk
City Clerk
Date: 9/23/2021





CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.9

SUBJECT: Approval of Contract with AKS Architecture
DEPARTMENT: Finance Department
DATE SUBMITTED: November 10, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

- Award letter AKS Architecture
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-16-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

AKS Architecture, P.C.
Mr. Myles Kraenzel, AIA
1691 Hickory Loop Suite A
Las Cruces, NM 88007

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. Myles Kraenzel, AIA

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file

CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, Myles Kraenzel, AIA, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by:  _____

Date: 11-05-2021

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this **17th day of November** (“Effective Date”) by and between the City of Truth or Consequences (“City”), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and **AKS Architecture, P.C.** (“Contractor”), with its principal place of business at **1691 Hickory Loop Suite A, Las Cruces, NM 88007** herein referred to individually as “Party” or collectively as “Parties”).

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

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

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

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

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

1. TERM

The Term of this Contract commences on **November 17, 2021** and ends on **November 16, 2022**. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

AKS Architecture, P.C.
1691 Hickory Loop Suite A
Las Cruces, NM 88007

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

City of Truth or Consequences

By: _____

Signature

Print Name

Title

Date

CONTRACTOR:

AKS Architecture, P.C.

By: _____

Signature

Print Name

Title

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.10

SUBJECT: Approval of Contract with Desert Peaks Architects

DEPARTMENT: Finance Department

DATE SUBMITTED: November 10, 2021

SUBMITTED BY: Donna R Gardner, Chief Procurement Officer

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

- Award letter Desert Peaks Architects
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-17-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

Desert Peak Architects, P.C.
Mr. Richard Haas
311 N. Main Street
Las Cruces, NM 88001

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. Richard Haas,

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file

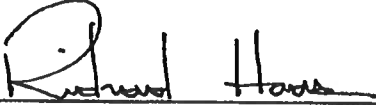
CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, Richard Haas, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by: 

Date: OCTOBER 26, 2021

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this **17th day of November** (“Effective Date”) by and between the City of Truth or Consequences (“City”), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and **Desert Peak Architects, P.C.**, (“Contractor”), with its principal place of business at **311 N Main Street, Las Cruces, NM 88001**(herein referred to individually as “Party” or collectively as “Parties”).

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

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

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

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

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

1. TERM

The Term of this Contract commences on **November 17, 2021** and ends on **November 16, 2022**. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor.

Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

Desert Peak Architects, P.C.
311 N Main Street
Las Cruces, NM 88001

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this

Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

City of Truth or Consequences

By: _____

Signature

Print Name

Title

Date

CONTRACTOR:

Desert Peak Architects, P.C.

By: _____

Signature

Print Name

Title

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.11

SUBJECT: Approval of Contract with Huitt-Zollars
DEPARTMENT: Finance Department
DATE SUBMITTED: November 10, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

[Click here to enter text.](#)

- Award letter Huitt-Zollars
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-17-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

Huitt-Zollars, Inc.
Mr. Joe Gallegos, AIA, LEED AP BD+C
6501 Americas Parkway, NE Suite 830
Albuquerque, NM 87110-8154

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. Joe Gallegos,

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file

CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

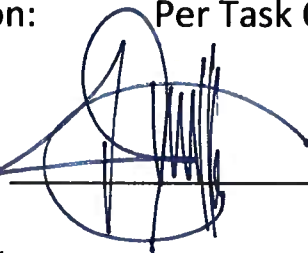
RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, Joe Gallegos, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by:

A handwritten signature in blue ink, consisting of several overlapping loops and vertical strokes, positioned above a horizontal line.

Date: 11-05-21

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this **17th day of November** (“Effective Date”) by and between the City of Truth or Consequences (“City”), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and **Huitt-Zollars, Inc.** (“Contractor”), with its principal place of business at **6501 Americas Parkway NE Suite 830, Albuquerque, NM 87110-8154** (herein referred to individually as “Party” or collectively as “Parties”).

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

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

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

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

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

1. TERM

The Term of this Contract commences on **November 17, 2021** and ends on **November 16, 2022**. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

Huitt-Zollars, Inc.
6501 Americas Parkway NE Suite 830
Albuquerque, NM 87110-8154

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this

Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

CONTRACTOR:

City of Truth or Consequences

Huitt-Zollars

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.12

SUBJECT: Approval of Contract with Parkhill
DEPARTMENT: Finance Department
DATE SUBMITTED: November 10, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

- Award letter Parkhill
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-17-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

Parkhill
Mr. Charles Fiedler, PE
333 Rio Rancho Blvd. NE Suite 400
Rio Rancho, NM 87124

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. Charles Fiedler, PE,

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file


CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, Matt Kingsley, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by:  Matt Kingsley, PE, Principal

Date: November 4, 2021

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this **17th day of November** (“Effective Date”) by and between the City of Truth or Consequences (“City”), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and **Parkhill**, (“Contractor”), with its principal place of business at **333 Rio Rancho Blvd. NE Suite 400, Albuquerque, NM 87124** (herein referred to individually as “Party” or collectively as “Parties”).

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

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

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

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

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

1. TERM

The Term of this Contract commences on **November 17, 2021** and ends on **November 16, 2022**. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

Parkhill
333 Rio Rancho Blvd. NE Suite 400
Rio Rancho, NM 87124

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this

Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

City of Truth or Consequences

By: _____

Signature

Print Name

Title

Date

CONTRACTOR:

Parkhill

By: _____

Signature

Print Name

Title

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.13

SUBJECT: Approval of Contract with Spears Horn
DEPARTMENT: Finance Department
DATE SUBMITTED: November 10, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

[Click here to enter text.](#)

- Award letter Spears Horn
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-17-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

Spears Horn Architects
Mr. James Horn, AIA NCARB
1334 Pacheco Street
Santa Fe, NM 87505

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. James Horn,

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file

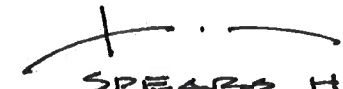
CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, James Horn, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order

Accepted by:  SPEARS HORN ARCHITECTS.

Date: 4 NOV. 2021

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into this 17th day of November ("Effective Date") by and between the City of Truth or Consequences ("City"), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and Spears Horn Architects, ("Contractor"), with its principal place of business at 1334 Pacheco Street, Santa Fe, NM 87505(herein referred to individually as "Party" or collectively as "Parties").

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

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

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

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

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

1. TERM

The Term of this Contract commences on November 17, 2021 and ends on November 16, 2022. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor.

Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

Spears Horn Architects
1334 Pacheco St
Santa Fe, NM 87505

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this

Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

City of Truth or Consequences

By: _____

Signature

Print Name

Title

Date

CONTRACTOR:

Spears Horn Architects

By: _____

Signature

Print Name

Title

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.14

SUBJECT: Approval of Contract with WHPacific
DEPARTMENT: Finance Department
DATE SUBMITTED: November 10, 2021
SUBMITTED BY: Donna R Gardner, Chief Procurement Officer
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: Award recommendation presented to the Commission on 4/20/21 for RFP #20-21-011, Multiple Engineering and Architecture Projects Under a Single Contract.

Recommendation:

Approval of Contract

Attachments:

- Award letter WHPacific
- Contract
- RFP 20-21-011

Fiscal Impact (Finance): Yes

Contract services per task order, varying costs

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 11-17-2021



City of Truth or Consequences
505 Sims Street
Truth or Consequences, New Mexico 87901
City (575) 894-6673 ▪ Fax (575) 894-7767

October 25, 2021

WHPacific, Inc.
Mr. John Pena, PE and Mr. Andrew Gallegos, PE
6501 Americas Parkway NE Suite 400
Albuquerque, NM 87110

Re: Multiple Engineering and Architecture Projects Under a Single Contract
RFP No. 20-21-011

Mr. John Pena and Mr. Andrew Gallegos,

At their meeting on April 28, 2021 the City Commission awarded the Contract for Multiple Engineering and Architecture Projects Under a Single Contract to your firm.

If you agree to accept this award, please sign the attached acceptance of award and return it to me no later than Friday, November 5, 2021 by 2:00 pm. You can return the acceptance letter to me via email at procurement@torcnm.org or in person at 505 Sims Street, Truth or Consequences, NM 87901.

The City looks forward to working with your firm on future Multiple Engineering and Architecture projects.

A contract will be sent to you for signature after the Commission meeting on November 17, 2021. I have attached a draft for your review. Please let me know if you have any questions. I can be reached via email at procurement@torcnm.org or by phone at 575-952-0490.

Sincerely,

Donna R. Gardner
Chief Procurement Officer
505 Sims St.
Truth or Consequences, NM 87901

Cc:file

CITY OF TRUTH OR CONSEQUENCES
ACCEPTANCE OF AWARD

RFP #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE
PROJECTS UNDER A SINGLE CONTRACT

I, John Pena or Andrew Gallegos, accept the award for Request For Proposal (RFP) 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract as follows.

Term: November 17, 2021 through November 16, 2022

Compensation: Per Task Order



Accepted by: _____

Date: 10-29-21

Please return this form to the Procurement Office **no later than November 5, 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.

**CITY OF TRUTH OR CONSEQUENCES
PROFESSIONAL SERVICES CONTRACT
FOR
ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND LANDSCAPE
ARCHITECTURAL SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”) is made and entered into this **17th day of November** (“Effective Date”) by and between the City of Truth or Consequences (“City”), a political subdivision in the State of New Mexico, whose address is 505 Sims Street, Truth or Consequences, New Mexico 87901, and **WHPacific, Inc.** (“Contractor”), with its principal place of business at **6501 Americas Parkway NE Suite 400, Albuquerque, NM 87110**, (herein referred to individually as “Party” or collectively as “Parties”).

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

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

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

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

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

1. TERM

The Term of this Contract commences on **November 17, 2021** and ends on **November 16, 2022**. Renewal, if applicable, can only be initiated by the City after approval of the City Commission.

2. INCORPORATION

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

3. CONTRACT DOCUMENTS

The Contract Documents shall include this Contract and all attachments and appendices thereto, the City of Truth or Consequences' RFP # 20-21-011 and all documents included therein and attachments and appendices thereto, and Contractor's responsive proposal and all documents included therein and attachments thereto. In the event of any discrepancy among the documents, this Contract shall prevail.

The documents included in the contract are intended to be complementary and to describe a complete work. If the City determines a conflict exists between the contract documents, the City shall decide which document will be applied and the Contractor shall then complete the work according to the interpretation made by the City.

4. SCOPE OF WORK

Contractor agrees to perform any and all consultation, services, activities, construction, tasks set forth or described in the City's RFP #20-21-011 and as called for by this Contract and approved Purchase Orders (the "Work"). All Work called for by individual Purchase Orders shall be performed in strict accordance with this Contract.

Unless otherwise specifically called for by the Contract or by individual Purchase Orders, Contractor shall provide/furnish at no extra cost or charge to the City, all materials necessary to efficiently and effectively perform the Work.

The awarded contractor shall provide the services as listed in the Scope of Work (**EXHIBIT A**).

5. CONTRACTOR'S COVENANTS, REPRESENTATIONS, AND WARRANTIES

- 5.1 Contractor covenants, represents and warrants to the City that it: (a) is an organization of professionals experienced in the type of services the City is engaging the Contractor to perform; (b) is authorized, licensed and registered to do business in the State of New Mexico; (c) is qualified, willing and able to perform professional services for the City; and, (d) has the expertise, training and ability to provide professional services which will meet the City's objectives and requirements.
- 5.2 Contractor covenants, represents and warrants that each and every Contractor's employee engaged in the services provided under this Contract is fully qualified, able, licensed, registered, authorized, and has the expertise and training to provide such services to the City.
- 5.3 Contractor covenants, represents and warrants that it has sufficient resources and personnel to perform the obligations set forth in this Contract, including, without limitation, performing the services, and procuring alternative capability in the event that Contractor's primary resources in performing the services change in such a manner that such primary resources would reasonably be unable to fulfill Contractor's obligations pursuant to this Contract.

- 5.4 Contractor covenants, represents and warrants that its performance of this Contract does not violate any applicable law, rules or regulation. Contractor further covenants, represents and warrants that Contractor shall comply and shall cause each and every of its employees who perform services under this Contract to comply with all laws of all applicable governmental authorities in the conduct of Contractor's activities pursuant to, and arising from, this Contract.
- 5.5 Contractor covenants, represents and warrants that Contractor holds and maintains all permits, licenses, and/or other regulatory requirements necessary to provide the services.
- 5.6 Contractor covenants, represents and warrants that it shall perform this Contract in a timely and professional manner with necessary skill and diligence and that the services provided herein meet or exceed the prevailing practices and standards of the trade from which the services are provided. To the extent that the City is held financially responsible for any deficiencies in the services performed by the Contractor, Contractor agrees to cure such deficiencies at the sole cost to the Contractor.
- 5.7 Contractor covenants, represents and warrants that each individual signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind the Contractor and that no further action, resolution, or approval is necessary to enter into this binding Contract. Contractor further covenants, represents and warrants that this Contract has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding agreement of the Contractor enforceable against the Contractor in accordance with its terms.
- 5.8 Contractor covenants, represents and warrants that Contractor is duly registered as an employer under the New Mexico Workers' Compensation Act and is in good standing with respect to all filings and the payment of assessments or contributions required to be made under that Act.
- 5.9 Contractor covenants, represents and warrants that Contractor is financially solvent and able to pay its debts as they mature.

6. SITE INVESTIGATION

Contractor acknowledges that it has satisfied itself as to the nature and location of the Work, the general and local conditions and physical conditions and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by Contractor to acquaint itself with all the available information concerning these conditions will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The City assumes no responsibility for any understanding or representations made by any of its employees or agents during or prior to the negotiations and execution of the Contract, unless such understanding or representations are expressly stated herein and this Contract expressly provides that responsibility therefor is assumed by the City.

7. CHANGED CONDITIONS

Contractor shall, as soon as practicable and before such physical conditions are disturbed, notify the City in writing of subsurface or latent physical conditions at the City facilities or premises of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City will promptly investigate the conditions, and if it is found that such conditions materially differ and cause an increase or decrease in the cost of, or the time require for, performance of this Contract, an equitable adjustment shall be made and this Contract shall be modified accordingly in writing. Any claim by Contractor for adjustment hereunder shall be denied unless it has given notice as required above, provided that the City, if it determines the facts justify, may consider and adjust any such claim asserted before the date of final settlement and payment of this Contract.

8. WORKMANSHIP

Although Contractor has the authority to control and direct the performance of the details of the Work, the Work contemplated herein must meet the City's standards and approval and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The City shall have the right to reject defective Work or require its correction. If Contractor fails to correct rejected Work within the time allowed by the City, the City may, by contract or otherwise, correct such workmanship and charge the cost thereof to Contractor, or the City may terminate the right of Contractor to proceed with the Work as provided in the Termination clause of this Contract. The City, at its option, may deduct an equitable amount from the contract price/compensation for uncorrected Work if it deems it inexpedient to correct the Work not performed in accordance with this Contract. Contractor agrees to comply with all federal, state, and local laws, rules and regulations that are now or hereafter applicable to the Work, Contractor or Contractor's business. The City will designate a representative who shall be authorized to act for the City in all matters related to Contractor's performance of the Services.

9. COMPENSATION

For the CONTRACTOR's Services described in this Agreement, the CITY shall compensate the CONTRACTOR as follows:

- 9.1 Compensation for the Services shall be negotiated between the CITY and CONTRACTOR prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 9.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONTRACTOR's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month.
- 9.3 Contractor will mail all monthly invoices to: The City of Truth or Consequences, Attention: **Accounts Payable, 505 Sims Street, Truth or Consequences, NM 87901.** After approval

of the Contractor's monthly invoice, and provided there are no disputes regarding the invoice, the City will pay the Contractor for satisfactorily performed Work within thirty (30) working days of receipt of the monthly invoice from the Contractor.

- 9.4 If the CITY fails to make monthly payments due the CONTRACTOR, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, suspend services under this Agreement.
- 9.5 No deductions shall be made from the CONTRACTOR's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 9.6 If the Project is delayed or if the CONTRACTOR's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONTRACTOR's control, the CONTRACTOR may, after giving seven (7) days written notice to the CITY, terminate this Agreement and the CITY shall compensate the CONTRACTOR in accordance with the termination provision contained in this Agreement.
- 9.7 In the event that the City terminates this Contract for Contractor's breach, the City will pay Contractor for work performed before the termination date less any setoff to which the City is entitled if and only if Contractor performed such Work in accordance with this Contract and to the City's satisfaction.
- 9.8 The City shall have a right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive and/or illegal payments.
- 9.9 The Contractor's acceptance of final payment of the amount due under this Contract shall operate as a full release of the City, its board of education, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Contract.

10. CONTRACTOR'S PERSONNEL

The City retains the right to prior and continuing approval of any and all personnel, including subcontractor employees, if any, providing services under this Contract.

11. PROTECTION OF WORK AND PROPERTY

Contractor shall continuously maintain adequate protection of Work from damage and shall protect the City's property at all times from injury or loss arising in connection with the Contract. Contractor shall make good at its own expense any such damage, injury or loss that may result from its effort in connection with the Work. Contractor shall provide all facilities for protection required by public authority or local conditions.

12. LICENSES, PERMITS, AND REGULATIONS

Contractor shall, without additional expense to the City, obtain all licenses and permits required of

the prosecution of the Work. Contractor shall conduct its operations in compliance with all laws, rules, regulations and ordinances of the federal, state, and local governments and their authorized agencies. Contractor shall indemnify and save harmless the City from and against any claims, damage, and expense arising from the violation by Contract of any such law, rule regulation or ordinance.

13. RECORDS

Contractor shall maintain records as required in compliance with applicable federal, state, or local laws, ordinances, codes, and City policies, but in no case for a period of less than four (4) years after the date of termination of this Contract. At any time during normal business hours and as the City may deem necessary, there shall be made available to the City for examinations of all Contractor's records with respect to all matters covered by this Contract and any subsequent agreements. The City may audit, examine and/or make excerpts or transcripts from such records including but not limited to invoices, materials, payrolls, records of personnel, conditions of employment, or any other data as may be pertinent.

14. INSURANCE

14.1. Commercial General Liability and Professional Liability/Errors and Omissions Insurance

Without limiting any of the other obligations or liabilities of Contractor, Contractor shall, at its own sole cost and expense, during the term of and at all time while providing Work and services under this Contract, procure and maintain in force, or cause to be procured and maintained in force, Commercial General Liability and Professional Liability/Errors & Omissions Insurance in the broadest coverage commonly available, with a minimum limit of one million dollars (\$1,000,000.00) per occurrence for each such policy. The Professional Liability/Error & Omissions policy shall provide extended reporting period coverage for claims made within two (2) years after this Contract is completed or otherwise terminated.

14.2. Automobile Liability Insurance

For contractors providing a vehicle for staff, employees, or subcontractors Commercial General Liability must be a minimum of five hundred thousand dollars (\$500,000) combined single limit.

14.3. Automobile Liability Insurance

For sole contractors/subcontractors that provide their own vehicle must be a minimum of one hundred thousand dollars (\$100,000) each person with a three hundred thousand dollar (\$300,000) limit each occurrence.

14.4. Additional Insureds

The City of Truth or Consequences, its Commissioners, and employees and must be named as Additional Insureds with respect to all of the coverages. The Additional

Insured Endorsement must provide coverage for losses "arising out of" the Contractor's work or operations in connection with this Contract. Contractor's policies must be Primary and Non-Contributing as to any other valid and collectible insurance. Coverages and limits are to be considered as minimum requirements and in no way limit the liability of Contractor. Contractor is responsible for any deductible or self-insured retention contained within the insurance program. The Contractor's insurance shall apply separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- 14.5 Certificates of insurance and complete policies, acceptable to the City, with the coverage as cited above and listing the City of Truth or Consequences, its Commissioners, and employees as the certificate holders, must be submitted **not less than ten (10) working days prior to the execution of this Contract and before work begins or products are delivered by Contractor under this Contract.** Coverages represented on the certificates of insurance must show policy numbers, effective dates and limits. All policies shall evidence insurance written by a carrier licensed in the State of New Mexico and rated at least "A" in A.M. Best's Key Rating Guide. Renewal certificates of insurance shall be provided annually until the work is completed and for three years following the completion of work. The Certificates of Insurance shall provide for not less than thirty (30) days advance notice to the City of cancellation or material change, which shall be mailed or delivered to:

The City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

- 14.6 Contractor shall carry Workers' Compensation insurance as required by law.

15. INDEMNIFICATION/HOLD HARMLESS

- 15.1 Contractor shall defend, indemnify, and hold harmless the City, its Commissioners, employees, and agents from any liability for injury, death, loss, accident, or damage to any persons, or to property, and from any claims, actions, proceedings, and costs in connection therewith, including reasonable attorney fees, arising or alleged to have arisen out of any act or omission, including intentional acts or omissions and passive or active negligence, of Contractor or of anyone directly or indirectly employed by Contractor, or arising in any way from the activities of or services provided by Contractor under this Contract. Contractor shall defend all such claims and litigation, including the payment of the City's attorney's fees and costs, whether such claims and litigation are frivolous or not. The City shall have the right to choose its own legal counsel. Contractor hereby waives all rights of subrogation against the City.
- 15.2 Contractor expressly and specifically assumes potential liability and agrees to indemnify, defend (including reasonable attorneys' fees) and hold harmless the City for claims or actions brought by the Contractor's own employees against the City, its Commissioners, employees or agents. Solely for the purpose of this indemnification and defense,

Contractor expressly and specifically waives any immunity under the New Mexico Statutes Annotated, Chapter 52, Workers' Compensation.

15.3 These indemnifications shall survive the termination of this Contract.

15.4 The parties do not intend, and this provision should not be construed, to waive, alter or modify any immunities or protections afforded by the New Mexico Tort Claims Act.

16. PROFESSIONAL RESPONSIBILITY

In connection with the Work hereunder, Contractor agrees that it shall meet or exceed the standard of care, skill, and diligence normally provided by a contractor in the performance of similar work and that the performance of all such Work shall meet or exceed sound and accepted industry standards and practices.

If Contractor fails to meet such standards of care, skill, diligence and/or industry standards and practices, Contractor shall be liable for all damages of whatever kind caused thereby.

17. BONDS

If required by the City, Contractor agrees to furnish in connection with the performance of the Work under this Contract, a payment bond for the protection of persons furnishing material and labor and a performance bond for the protection of the City and in a form acceptable to the City. The penal sum of each bond shall be one hundred percent (100%) of the Contract price. Bonds required hereunder shall be dated as of the effective date of this Contract and shall be furnished promptly by Contractor to the City, accompanied by a certified copy of the "Power of Attorney" document issued by the Surety Company.

18. RELEASE

Contractor hereby accepts the City premises and adjoining areas as is and releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from any and all bodily injuries, deaths and damage to property arising directly or indirectly out of this Contract, including but not limited to Contractor's use of the premises and the adjoining areas, including parking areas. Contractor shall be solely and exclusively liable for all damages caused by Contractor's performance of or the failure to perform under this Contract.

The City assumes no responsibility whatsoever for any property placed on any City premises by Contractor or its officers, agents, employees, or servants and Contractor hereby releases and discharges the City, its board of education, agents, employees, representatives and insurers from any and all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from all liability, claims, judgments or demands, including reasonable attorneys' fees and costs, which may arise from Contractor's placement of property

upon City premises.

19. CONTRACTOR STATUS

The City and Contractor intend that the relationship between them shall be that of client and independent contractor. It is the intention of the parties hereto that Contractor be and remain an independent contractor and nothing contained herein shall be construed as inconsistent with that status. The City is interested only in the results obtained under this Contract. The manner, method and means of conducting the work are under the sole control of the Contractor.

Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees and subcontractors during the performance of this Contract. The work performed under this Contract will be performed entirely at the Contractor's risk. The Contractor agrees to indemnify and hold harmless the City for any and all liability or loss arising in any way out of the performance of this Contract. Contractor shall employ and direct all persons performing any Work hereunder and such person shall be and remain the sole employees of and subject to the control and direction of Contractor. No agent or employee of Contractor shall be or shall be deemed to be an employee or agent of the City. None of the benefits provided by the City to its employees, including, but not limited to, worker's compensation insurance and unemployment insurance, is available from the City to the Contractor, or the employees, or agents of Contractor.

Whenever this Contract uses the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words and phrases of like meaning, it shall be understood that the use is intended only to the extent of judging compliance with the terms of this Contract and none of these words and phrases shall imply that the City has any authority or responsibility for supervision of Contractor's forces or operations, such supervision and the sole responsibility being strictly reserved for Contractor.

20. SUBCONTRACTORS

Contractor shall not subcontract any of Contractor's duties, obligations, or interests under this Contract unless, and no such subcontract shall be effective until, Contractor obtains the prior written consent of the City. Any attempt by Contractor to subcontract without the prior consent of the City may be deemed a material breach of this Contract. Subcontracts made without the City's prior written consent may be declared null and void.

If the Contractor contemplates a subcontract, the Contractor shall provide the following information promptly at the City's request: (1) a description of the work to be performed by the subcontractor; (2) a draft copy of the proposed subcontract; and (3) other information and/or certifications requested by the City.

The issuance of subcontracts shall not relieve Contractor of any of its obligations under this Contract, including, without limitation, the obligation to properly supervise and coordinate the work of subcontractors. Such subcontracts shall be in such form and contain such provisions as are required by this Contract or as the City may otherwise prescribe; provided, however, that nothing contained herein shall create any contractual relationship between any subcontractor and the City.

Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the City's approval of the Contractor's proposed subcontract.

The City's consent to subcontract shall not waive the City's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this City right.

Contractor shall indemnify and hold the City harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

Contractor shall be solely and exclusively liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the City's consent to subcontract.

Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to the Contractor's employees and agents, and to any individual or entity not a party to this Contract, for all loss, damage, or injury caused by the Contractor or the Contractor's employees and agents in the course of their employment.

Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the City from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

21. USE OF PREMISES

Contractor shall confine the storage of materials and equipment in locations acceptable to the City and in accordance with all applicable laws, rules, regulations and ordinances. Contractor shall provide adequate safety barriers, signs, lanterns, and other warning devices and services to properly restrict access and properly protect any person having access to or near the Work site.

22. CLEANING UP

Contractor shall, at all times, keep the Work areas, including storage areas used by it, in a clean and orderly condition and free from combustible debris and waste materials. Upon completion of the Work, Contractor shall remove all rubbish from and about the Work areas.

23. TRESPASS

Contractor shall be solely responsible and liable for any act of trespass or any injury to adjacent property, resulting from or in connection with the operations under this Contract. Contractor shall be liable for any claims that arise from the deposit of any debris of any kind upon adjacent property.

24. LIENS

Contractor shall at all times promptly pay for all materials, equipment, and labor used in the performance of this Contract and shall maintain all materials, equipment, structures, premises and other subject matter free and clear from all laborer, materialmen, and mechanic liens; provided that all payments due to Contractor have been paid by the City. Contractor shall indemnify and save the City harmless from all such liens arising out of the Work. Contractor shall provide to the City, upon its request, reasonable evidence showing that all materials, equipment, labor and subcontractors have been paid in full, except for any outstanding claims relating thereto; which claims may, at the City's option, be assigned to the City.

25. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

26. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor agrees to comply with the requirements of the New Mexico Financial Disclosure Act (Section 1016A1, et seq., NMSA 1978) and the Governmental Conduct Act (Section 10161 et seq. NMSA 1978) as applicable. Contractor represents and warrants that the services to be performed under this Contract shall not result in a conflict of interest prohibited by state or federal laws, rules or regulations.

27. NONDISCRIMINATION

The Contractor warrants that during its performance of this Contract, Contractor, or any of its employees, agents, or subcontractors, will not violate any of the discrimination laws of the United States, including, but not limited to, on the basis of age, sex, sexual orientation, race, color, religious belief, national origin, marital status, status as a qualified individual with a disability or handicap or as a disabled veteran.

28. FOREIGN CORRUPT PRACTICES ACT

Contractor represents and warrants to the City that it is aware of the requirements of the United

States Foreign Corrupt Practices Act (the "FCPA") and will not take any action that could violate the FCPA or expose the City to liability under the FCPA. Specifically, Contractor represents and warrants that, in connection with this Contract, Contractor and its Citys, officers, directors, employees, representatives or agents have not provided and will not provide, offer or promise to provide, or authorize the provision directly or indirectly of, any money, gift, loan, service or anything of value to any government official (or any agent, employee or family member thereof), any political party or candidate for political office, or any third party, for the purpose of influencing or inducing any act, omission or decision of such government official or candidate, or of the government to obtain or retain business, or direct business to any person, or to secure any improper advantage.

29. NOTICE OF PENALTIES

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.

30. FORCE MAJEURE

The City and the Contractor shall be mutually relieved from any liability as a result of the onset of a force majeure condition. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as reasonably to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

31. TERMINATION

This Contract will remain in effect unless terminated by either party in accordance with this provision. The parties may mutually agree to terminate this Contract any time by written agreement signed by both parties.

Notwithstanding anything in the paragraph immediately above or anything in this Contract to the contrary, the City in its sole discretion shall have the right, at any time and for any reason whatsoever, including its own convenience, upon thirty (30) calendar days written notice, to suspend or terminate Contractor's services, or any portion thereof, and to terminate this Contract, in whole or in part, without regard to whether Contractor has defaulted or failed to comply with the provisions of this Contract.

Either party may terminate this Contract in the event of a breach by the other party. To be effective, the non-breaching party must give written notice to the other party of its intent to terminate. If the breaching party does not entirely cure the breach within fifteen (15) calendar days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination as provided in the preceding paragraph of this Contract.

Notwithstanding any of the above provisions of this Termination section of this Contract, the City may terminate this Contract immediately by written notice to the Contractor upon cancellation, denial, suspension, revocation or non-renewal of any license, permit or certificate, including, without limitation, insurance policy or Certificate of Insurance, that Contractor must hold to provide services under this Contract.

32. DISPUTE RESOLUTION

Disputes on any matter relating to this Contract shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal, mediation, or arbitration means for resolving disputes which may arise from or under this Contract.

33. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, certified, return receipt requested, postage prepaid, as follows:

To City:

City of Truth or Consequences
Attention: Chief Procurement Officer
505 Sims Street
Truth or Consequences, NM 87901

To Contractor:

WHPacific, Inc
6501 Americas Parkway NE Suite 400
Albuquerque, NM 87110

34. INVALID TERM OR CONDITION AND SEVERABILITY

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable. Should any part of this Contract be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Contract should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

35. NO WAIVER

The failure of the City to insist upon Contractor's compliance with its obligations under this Contract in any one or more instances shall not operate to relieve Contractor from its duty to comply with such obligations in all other instances.

36. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

37. IMMUNITIES AND DEFENSES

The City does not waive or relinquish any immunity, defense or protection on behalf of itself, its officers, board of education members, employees and agents as a result of the execution of this Contract and the performance of the provisions contained herein.

38. NO ASSIGNMENT

Contractor shall not assign any interest, transfer any interest, or assign any claims for money due or to become due in this Contract or any appendices, addenda, or amendments thereto.

39. NO THIRD PARTY BENEFICIARIES

City and Contractor are the only parties to this Contract. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Contract.

40. OTHER CONTRACTORS

The City reserves the right to enter into other agreements for work additional or related to the subject matter of this Contract, and Contractor agrees to cooperate fully with these other contractors and with the City. When requested by the City, Contractor shall coordinate its performance under this Contract with such additional or related work. Contractor must not interfere with the work performance of any other contractor or City employees.

41. ENTIRE AGREEMENT

This Contract and all provisions hereof shall inure to and be binding upon the respective Parties hereto, their successors, and assigns. When signed by both Parties, this Contract (and any attachments or appendices thereto) is the final and entire Contract and supersedes any prior understanding or written or oral Contract relative to the subject matter hereof. This Contract may not be altered, changed or amended, except by written instrument signed by both Parties.

42. ATTACHMENTS

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: REQUEST FOR PROPOSAL #20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT

The City and the Contractor have entered into this Contract as of the Effective Date. Services will not be provided and products will not be received or delivered until all required documents and insurance requirements in this contract have been provided.

The contract shall not become effective until it has been approved by the City Manager and/or the City Commission and an approved purchase order has been issued to the Contractor.

Approved by the City of Truth or Consequences City Commission on November 17, 2021.

CITY:

City of Truth or Consequences

By: _____

Signature

Print Name

Title

Date

CONTRACTOR:

WHPacific, Inc.

By: _____

Signature

Print Name

Title

Date

**EXHIBIT A
SCOPE OF WORK**

**RFP#20-21-011 ARCHITECTURAL, SURVEYING, PLANNING, ENGINEERING AND
LANDSCAPE ARCHITECTURAL SERVICES**

As used herein, the term “Project” shall refer only to such items of work listed in the agreement or approved TASK ORDER as issued by the City of Truth or Consequences.

The following services shall be performed based on an individual TASK ORDER initiated and approved by the City:

ARTICLE 1: BASIC SERVICES

The CONTRACTOR agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONTRACTOR shall review information provided by the CITY and the CITY’s program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the CITY’s approval of the plan identified during the Schematic Design phase, CONTRACTOR shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONTRACTOR is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars, as well as State and Local requirements. The CONTRACTOR’s tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the CITY’s approval of the Contract Documents and latest Opinion of the Construction Cost, the CONTRACTOR shall assist the CITY in soliciting and selecting bids for

the construction of the Project. The CONTRACTOR's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONTRACTOR shall assist the CITY to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the CITY on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONTRACTOR shall provide general consultation and advice to the CITY during the construction phase of the project. The CONTRACTOR shall facilitate general coordination between the CITY, the State, and the FAA, if needed, during the construction phase of the project. The CONTRACTOR will assist the CITY with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the CITY on the Contractor's performance. The CONTRACTOR shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONTRACTOR is to communicate and coordinate with the CITY on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONTRACTOR shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONTRACTOR's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONTRACTOR, of any construction means, methods, techniques, sequences, or procedures. The CONTRACTOR will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONTRACTOR shall distribute copies of the submittals and the updated submittal register to the CITY.

1.5.3 Site Visits – If included in the TASK ORDER, the CONTRACTOR shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONTRACTOR shall not be required to make exhaustive or continuous on-site

inspections to check the quality or quantity of construction. The CONTRACTOR will coordinate the site visits with the CITY. The CONTRACTOR's representatives are to meet with the representatives of the CITY to discuss the project's progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONTRACTOR will prepare and distribute notes from the visit.

- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONTRACTOR shall review the CONTRACTOR's request for progressive payment, and based upon said on-site observation, advise the CITY as to the CONTRACTOR's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the CITY, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONTRACTOR to the CITY, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor's work had progressed to the point indicated; that to the best of the CONTRACTOR's knowledge, information, and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONTRACTOR shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONTRACTOR shall not be responsible for the defects or omissions in the work as a result of the Contractor's, or any Subcontractor's, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONTRACTOR shall not be responsible for the Contractors' failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the CITY, the CONTRACTOR agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates

- j. Planning Services
- k. Environmental Services
- l. Land Acquisition Services

Unanticipated services, which will be treated as “Special Services”, may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the CITY as described in Article 3, "CITY'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the CITY, or when such revisions are due to causes beyond the control of the CONTRACTOR.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the CITY when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the CITY in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONTRACTOR to preclude or prepare for possible litigation, which claim(s) are beyond the CONTRACTOR's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: ENGINEERING SERVICES

The CONTRACTOR shall:

- 3.1 Discuss and explain the purpose, need and financial requirements of the project, review available data and help the City to achieve supplementary data; Analyze government regulations and make sure the design is meeting conditions of all government agencies.
- 3.2 Establish the general size, scope and location of the project. Revise preliminary report and available data and discuss general scheduling; Prepare documents of preliminary design such as final design requirements, initial drawing and the whole project report.
- 3.3 Assist in preparing contract plan drawings and specifications, present an idea of project construction cost, review construction practicality to specify possible problems. Prepare essential documents for review and acceptance by the City.

3.4 Help the City in bidding achievement, receiving and processing deposits for bidding documents, explaining, expanding and changing bidding documents as necessary. Help the City to specify qualifications and acceptability of potential contractor, subcontractor and material testing and equipment providers. Propose alternative materials and testing equipment suggested by perspective contractors and assist the City in evaluating proposals.

3.5 Act as a representative for the City. Visit construction regularly to monitor both executed work progression and quality, make sure that the construction is conducted in accordance with drawings and specifications. Explain and clarify contract documents, conduct specific inspection and testing, offer instruction to tackle field issues. Monitor performance tests and initial operation of the project. Carry out final inspection and generate a report on the completion of the project and provide recommendation regarding the acceptance of the final product.

All Engineering services shall be conducted under the direct supervision of a New Mexico Registered Professional Engineer.

ARTICLE 4: ARCHITECTURAL SERVICES

The CONTRACTOR shall provide:

- 4.1 Architectural design, including design development phase, construction documents, phase bidding and negotiations.
- 4.2 Generation of architectural drawings and other documents required by the general contractor, based on agreed upon design.
- 4.3 Phase construction administration and post construction phase.
- 4.4 Interior Design.
- 4.5 Engineering Services- mechanical, electrical, civil and structural engineering.
- 4.6 Construction project management, administration and oversight.
- 4.7 Provide Landscape Architectural Services.

All architectural services shall be conducted under the direct supervision of a New Mexico Registered Professional Architect.

ARTICLE 5: SURVEYING SERVICES

The CONTRACTOR shall perform or provide:

- 5.1 Control surveys, which will be the basis for all future design and construction surveying services.
- 5.2 Topographic surveys of proposed and existing roadway corridors to include the location of all natural and physical features of the roadway.
- 5.3 Right-of-way surveys to establish the limits of the existing documented and/or occupied right-of-way to include the determination of a centerline survey.
- 5.4 Property surveys to determine the location of adjacent property lines relative to the existing and/or proposed property.
- 5.5 Preparation of right-of way design plans and legal descriptions for acquisition parcels pursuant to current NMDOT standards and specifications.
- 5.6 Final documentation and preparation of documentation maps for final construction pursuant to current relevant standards and specifications.
- 5.7 Provide construction staking services to include the layout of horizontal and vertical alignments grade stakes, and other roadway features, drainage systems, utility and building construction as necessary.

All surveying services shall be conducted under the direct supervision of a New Mexico Registered Professional Surveyor and shall be conducted in conformance with the Minimum Standards for Surveying in New Mexico.

ARTICLE 6: PLANNING STUDIES

The CONTRACTOR shall perform or provide:

- 6.1 Help the City to develop a Comprehensive Plan for all projects that are proposed.
- 6.2 Make a Strategic plan (issue specific) for all projects that are proposed.
- 6.3 Any other Planning tasks that are deemed necessary by the City for all proposed projects.

ARTICLE 7: SCHEDULE FOR DELIVERY OF WORK BY CONTRACTOR

The CONTRACTOR shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 7.1 It is understood that the CONTRACTOR is to proceed on the project after a Notice-to-Proceed from the CITY. The schedule is to be outlined in each TASK ORDER once the

scope of the project(s) has been clearly defined.

- 7.2 Construction progress is to be monitored by the CONTRACTOR in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.
- 7.3 The CONTRACTOR is to endeavor to complete the work in accordance with the schedule; however, it will not be penalized for delays beyond its control such as CITY's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 8: CITY'S RESPONSIBILITIES

The CITY shall:

- 8.1 Provide to the CONTRACTOR all criteria, design, and construction standards and full information as to the CITY's requirements for the Project. The CONTRACTOR shall be entitled to rely on the accuracy and completeness of information furnished by the CITY.
- 8.2 Designate in writing a person authorized to act as the CITY's representative. The CITY or its representative shall receive and examine documents submitted by the CONTRACTOR, interpret and define CITY's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONTRACTOR's services.
- 8.3 Furnish to the CONTRACTOR all existing drainage, survey, layout data, and prior reports available for the Project.
- 8.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.
- 8.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the CITY may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 8.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 8.7 Provide surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the CITY unless designated to be provided by the CONTRACTOR in individual TASK ORDERS.
- 8.8 Furnish the services described in Sections 3.1 through 3.7 at the CITY's expense and in such manner that the CONTRACTOR may rely upon them in the performance of its services under this Agreement.

- 8.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 8.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 8.11 Arrange full and free access for the CONTRACTOR to enter upon all property required for the performance of the CONTRACTOR's services under this Agreement.
- 8.12 Give prompt written notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONTRACTOR's performance of services under this Agreement.
- 8.13 Compensate the CONTRACTOR for services rendered under this Agreement.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.15

SUBJECT: Approval of 2022 City of Truth or Consequences Holiday Schedule.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: November 3, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Review/Approve 2022 Holiday Schedule for the employees of the City of Truth or Consequences.

Recommendation:

Approve Holiday Schedule

Attachments:

- Holiday Schedule-2022
- .

Fiscal Impact (Finance): Choose an item.

None.

Legal Review (City Attorney): Choose an item.

Click here to enter text.

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 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 11-17-2021

POST THROUGH DECEMBER 31, 2021

City of Truth or Consequences
City Manager's Office

MEMORANDUM

November 17, 2021

TO: ALL DEPARTMENT HEADS/SUPERVISORS/MANAGERS

FROM: _____
Sandra Whitehead, Mayor

RE: **HOLIDAY SCHEDULE – 2022**

The City of Truth or Consequences will observe the following legal public holidays in **2022**. Please notify your employees that City Offices will be closed these days.

New Year's Day/Eve	will be observed on Friday	December 31, 2021
Martin Luther King Jr. Day	will be observed on Monday	January 17, 2022
Presidents Day	will be observed on Monday	February 21, 2022
Spring Day – 4 Hours	will be observed on Friday	April 15, 2022
Fiesta Day – 4 Hours	will be observed on Friday	May 6, 2022
Memorial Day	will be observed on Monday	May 30, 2022
Juneteenth	will be observed on Monday	June 20, 2022
Independence Day	will be observed on Monday	July 4, 2022
Labor Day	will be observed on Monday	September 5, 2022
Indigenous People Day	will be observed on Monday	October 10, 2022
Veterans Day	will be observed on Friday	November 11, 2022
Thanksgiving Day	will be observed on Thursday	November 24, 2022
Day after Thanksgiving	will be observed on Friday	November 25, 2022
Christmas Day	will be observed on Monday	December 26, 2022
New Year's Day/Eve	will be observed on Monday	January 2, 2023



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: November 17, 2021

Agenda Item #: H.16

SUBJECT: Review and approval of take-home vehicle forms for the Truth or Consequences Police Department

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: November 12, 2021

SUBMITTED BY: Angela A. Torres

WHO WILL PRESENT THE ITEM: City Clerk Angela A. Torres

Summary/Background:

The City of Truth or Consequences has two additional Police Officers who will be taking home a City Vehicle. In accordance with Resolution No. 12 21/22, all take-home vehicle requests must be approved by the City Commission. The two take-home vehicle requests are from Christopher Pinon Aguilar and Alejandro Carreon.

Recommendation:

Approve take-home vehicle forms.

Attachments:

- Take-Home Vehicle Forms per departments

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: Department Director

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

Final Approval: City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 11-17-2021



Take Home Vehicle Authorization Request

Employee: Christopher Pimon Aguilar Department: Police

Position Title: Uncertified Police Officer Commute Miles/Day: 2.5

Employee Address: 1301 N. Pershing Apt B5 Truth or Consequences
NM 87901

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

Emergency Response: Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

On-call Status: Employee is on- call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

Other: explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

Christopher Pimon Aguilar
Employee's Signature

11-8-2021
Date

[Signature]
Department Director Signature

Approved Denied

Commission

Approved

Denied

Sandy Whitehead, Mayor Signature

Date



Take Home Vehicle Authorization Request

Employee: Alejandro T. Carreon Department: Police

Position Title: Police Officer Commute Miles/Day: 2.5

Employee Address: 145 W. Macie # 1

Pursuant to the Take-Home Vehicle Policy, requests to authorize take-home vehicles must demonstrate an official need for a City vehicle beyond normal working hours. Identify which, if any, of the following reflect the official need for the city vehicle beyond normal working hours.

Emergency Response: Employee has primary responsibility for responding to emergency situations which require immediate response to protect life or property.

On-call Status: Employee is on-call and responds to public safety or health emergencies occurring after normal work hours and on weekends.

Other: explain _____

Note: A city owned take-home vehicle is a fringe benefit that may generate a tax liability.

By signing below, I acknowledge that I have read and understand the City policy governing proper use of a take-home vehicle and prohibitions. By voluntarily participating in the take-home vehicle program, I consent to complying with the policy, and I certify that this request meets the requirements of the City's Take-Home Vehicle Policy.

[Signature]
Employee's Signature

Nov 9, 2021
Date

[Signature]
Department Director Signature

Approved Denied

Commission

Approved

Denied

Sandy Whitehead, Mayor Signature

Date