

Sandra Whitehead
Mayor

Amanda Forrister
Mayor Pro-Tem

Frances Luna
Commissioner



Paul Baca
Commissioner

Randall Aragon
Commissioner

Bruce Swingle
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 x301 ♦ F: 575-894-7767
www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, JULY 14, 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. Randall Aragon, Commissioner
Hon. Frances Luna, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS (10 Minutes):

1. Windstream/Kinetic presentation regarding the fiber that is being built in Truth or Consequences. Johnny Ethridge, Windstream/Kinetic Director of Field Operations

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. CONSENT CALENDAR

1. City Commission Regular Minutes, June 23, 2021
2. Acknowledge Regular Airport Advisory Board Minutes, April 6, 2021
3. Acknowledge Regular Public Utility Advisory Board Minutes, May 17, 2021
4. Acknowledge Special Public Utility Advisory Board Minutes, June 14, 2021
5. Acknowledge Regular Library Minutes, June 28, 2021
6. Accounts Payable, June 2021

F. PUBLIC HEARINGS:

1. Public Hearing/Public Input: Public input for the 2023-2027 City of Truth or Consequences and Senior Center Infrastructure Capital Improvement Plan (ICIP). Traci Alvarez, Community Development Director

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 01 21/22 Open Meetings Act and reasonable notice of meetings. Angela A. Torres, City Clerk
2. Discussion/Action: Resolution No. 02 21/22 adopting fees for the City of T or C Golf Course Club House. Wes Owens, Golf Course Manager and OJ Hechler, Community Services Director
3. Discussion/Action: Resolution No. 03 21/22 Authorizing Acceptance of Colonias Infrastructure Fund (CIF) Project No 5550-CIF; Water Infrastructure; T or C Water System Improvements Phase 2 from New Mexico Finance Authority (NMFA). Traci Alvarez, Community Development Director
4. Discussion/Action: Resolution No. 04 21/22 South Central Council of Governments (SCCOG) annual dues. City Manager Swingle
5. Discussion/Action: Resolution No. 05 21/22 the imposition of a \$50 monthly fee to retain a digital meter. City Manager Swingle
6. Discussion/Action: Resolution No. 06 21/22 identifying public information officers for the city and release of information to the public and news media. City Manager Swingle
7. Discussion/Action: Resolution No. 56 20/21 establishing fees and adopting procedures for requesting Inspection of Public Records. City Manager Swingle

H. OLD BUSINESS:

1. Discussion/Action: Request to formally withdraw application to the USDA Rural Development Community Facilities Grant Program for financial assistance for Electrical Transformer and equipment. Traci Alvarez, Community Development Director

I. NEW BUSINESS

1. Discussion/Action: Emergency purchase for repair/replacement of Well #7. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
3. Discussion/Update: Airport Grants Update. Traci Alvarez, Community Development Director
4. Discussion/Action: Award RFP 19-20-003 Vac Sanitary Improvements and approve Contract. Traci Alvarez, Community Development Director
5. Discussion/Action: Subrecipient fiscal year 20/21 4th Quarter Reports. City Manager Swingle
6. Discussion/Action: State of New Mexico Tourism Department Cooperative Agreement for fiscal year 21/22. City Manager Swingle
7. Discussion/Action: Re-appointment of Don Armijo to serve another term on the Public Utility Advisory Board. Angela A. Torres, City Clerk
8. Discussion/Action: Re-appointment of Gil Avelar to serve another term on the Public Utility Advisory Board. Angela A. Torres, City Clerk
9. Discussion/Action: Re-appointment of David Senn to serve another term on the Airport Advisory Board. Angela A. Torres, City Clerk

J. REPORTS

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

K. 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 City Hall, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, July 12, 2021

NEXT REGULAR CITY COMMISSION MEETING JULY 28, 2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: C.1

SUBJECT: Windstream/Kinetic presentation regarding the fiber that is being built in Truth or Consequences.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 2021

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

WHO WILL PRESENT THE ITEM: Johnny L. Montoya, Windstream/Kinetic

Summary/Background:

Windstream would like to make a short presentation on the fiber that is being built in T or C.

Recommendation:

None. Presentation only.

Attachments:

- Email request
- Presentation

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 7-14-2021

Torres, Angela

From: Ethridge, Johnny D <Johnny.Ethridge@windstream.com>
Sent: Thursday, June 24, 2021 1:44 PM
To: Torres, Angela
Subject: Truth or Consequences City Council Agenda

Categories: Agenda Items

Angela

My name is Johnny Ethridge I am with Windstream / Kinetic . It is my understanding that the Bruce Swingle – City Manager would like for Windstream to make a short presentation on the fiber that is being built in T or C . Can you add Windstream to the Truth or Consequences City Council Agenda on July 14th to make a short presentation ? Representing Windstream will be :
Danny Ferguson -President State Operations
Johnny Montoya – VP State Govt. Affairs
Johnny Ethridge – Director Field Operations NM/WTX

Any questions please call me .

Director- West Texas/New Mexico- Field Operations
113 N.E. 2nd
Dimmitt, TX 79027
O- 806-647-5247
M- 806-746-7170

Sensitivity: Internal

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.

Torres, Angela

From: Montoya, Johnny L <Johnny.Montoya@windstream.com>
Sent: Wednesday, July 07, 2021 3:24 PM
To: Torres, Angela
Cc: Ethridge, Johnny D; Ferguson, Danny R
Subject: Windstream City Commission Presentation -- Commission Meeting Agenda July 14th
Attachments: T or C.pdf

Categories: Agenda Items

Good afternoon Clerk Torres, per our conversation, attached please find the Windstream presentation for the July 14 City Commission meeting in T or C.

Attending the meeting for Windstream will be:

Danny Ferguson
President – State Operations

Johnny Montoya
Vice President – State Government Affairs

Johnny Ethridge
Director – West Texas/New Mexico Field Operations

Should you have any questions please give me a call at 505-238-7647

Johnny L. Montoya
Vice President of State Government Affairs
505-238-7647
Johnny.Montoya@windstream.com



Mailing/Shipping: 3901 Sonoma Springs Ave. #1201; Las Cruces, NM 88011

Sensitivity: Internal

This email message and any attachments are for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message and any attachments.



Truth or Consequences, NM

City Commission Meeting

July 14, 2021



Agenda

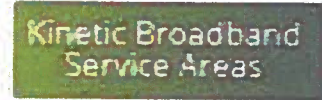
- About Windstream
- Status of Current Projects
- Opportunities / Issues



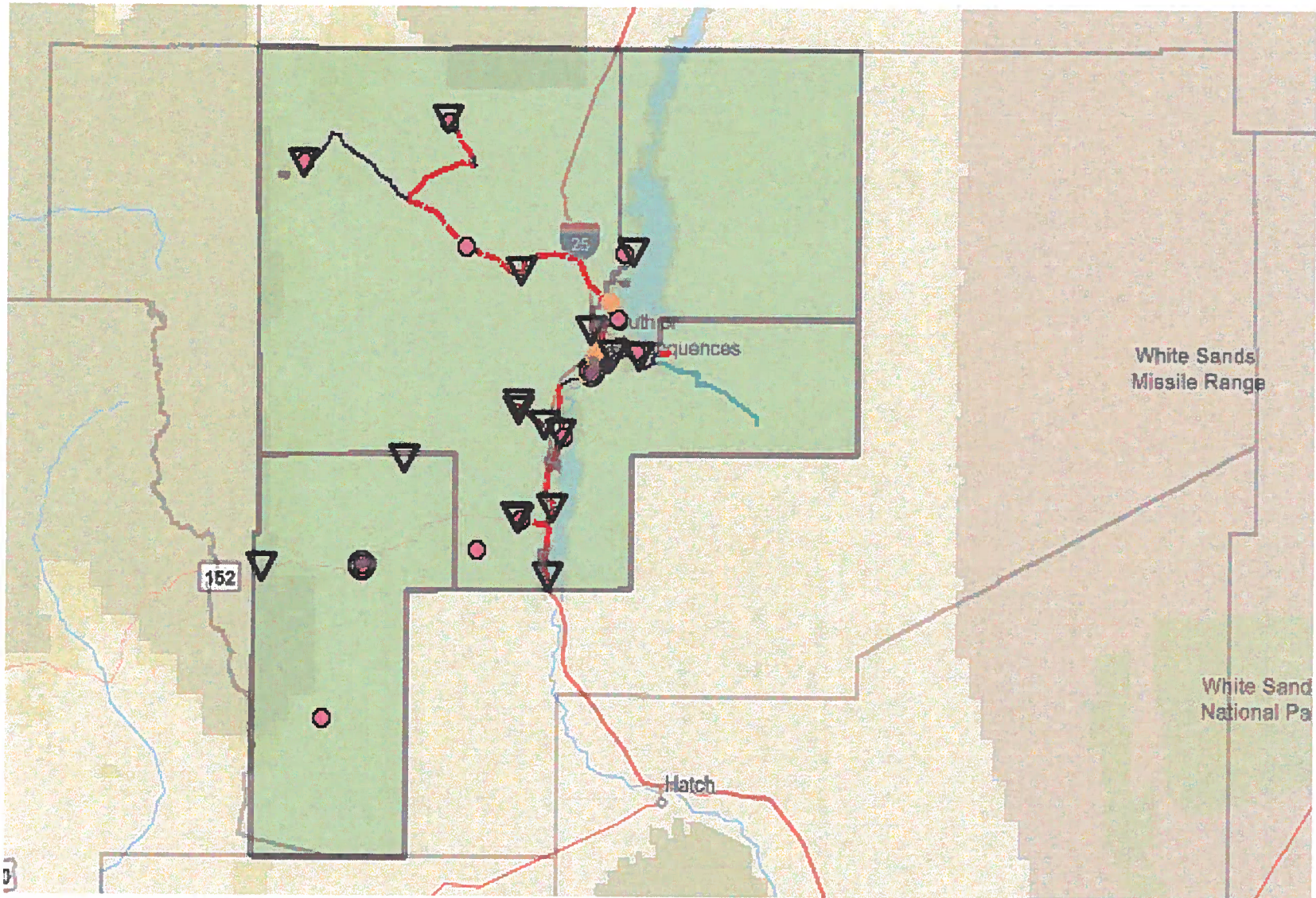
About Windstream – New Mexico

- Windstream is a privately held communications and software company. The company provides premium broadband, entertainment and security services through an enhanced fiber network and 5G fixed wireless service to consumers and businesses primarily in rural areas in 18 states.
- Locations Served (Residential & SMB) 109,340
- Employees 93
- Capital Investment (2016-2020) \$56M
- Fiber Route Miles 1,204
- **Broadband Speed Availability**
 - 25Mbps+ 55%
 - 100Mbps+ 33%
 - 1Gbps 15%

Serving rural communities is in our DNA



T or C Exchange Territory





T or C Exchange Customers

Residential

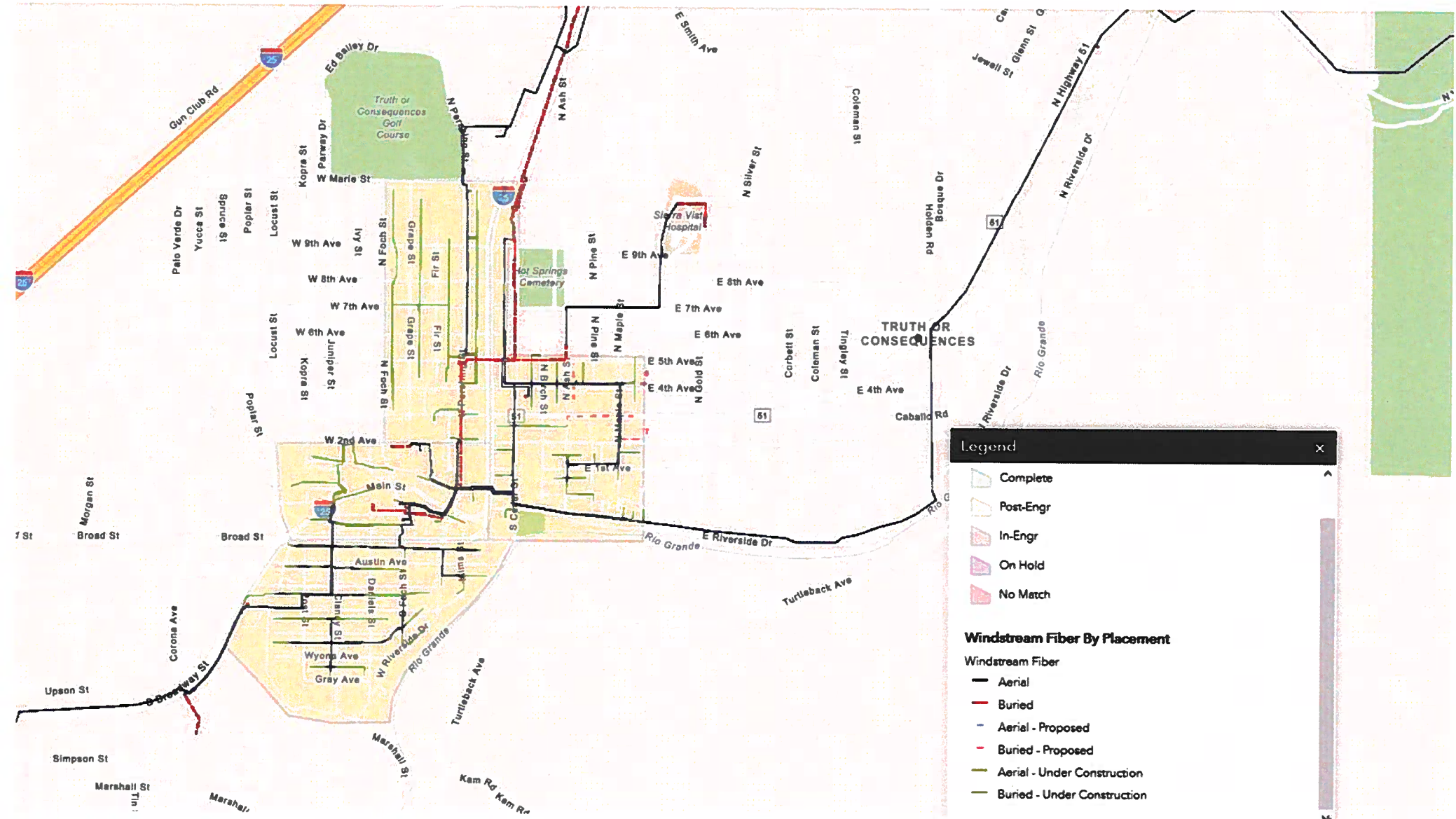
Exchange	TOTAL	Total Qualified	% Qualified and Higher	% 25MB and Higher	% 50MB and Higher	% 100MB and Higher
T or C, NM	7,119	6,953	97.7%	38.5%	26.1%	17.0%

Business

Small Business Locations

Exchange	Total Locations	Total BB Speed Qualified Locations	Speed Qualified 50MB+ Locations	% Qualified at 50Mb+	WIN BB Active Locations	WIN BB Penetration of Qualified Locations	WIN BB Qualified Active 50MB+	% Active at 50Mb+	WIN BB Qualifie d Active 100MB+	% Active at 100Mb+
T or C, NM	732	687	330	48.0%	150	21.8%	59	39.3%	40	26.7%

Recent / Current Projects





Project Summary

- Estimated completion: EOM August 2021 (Depending on permitting)

Project Phase	Cost
Backbone of 4 Polygons	\$228,043
Distribution of 387 FIATs	\$77,400
Grand Total	\$305,443

Total Households Projected: 1,733



Opportunities / Issues

- Pole Attachment Agreement
- Federal Broadband Funding Sources
 - Federal Rural Digital Opportunity Fund (RDOF)
 - American Rescue Plan Act (ARPA)
 - National Telecommunications & Information Administration (NTIA)
- 2022 State Broadband Fund Request - NMPRC



Thank You

<https://www.youtube.com/watch?v=zr9IRygUJFc>



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, June 23, 2021
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 9, 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 7-14-2021

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JUNE 23, 2021**

A. CALL TO ORDER:

The meeting was called to order by Mayor Pro-Tem Forrister 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 – Absent
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Randall Aragon, 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 Pro-Tem Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Randy Ashbaugh addressed the Commission with comments related to:

- (1) He commented on his opposition of Ordinance 718.

Rick Dumiak addressed the Commission with comments related to:

- (1) Rotary Park and the lack of signage and camping at the Rotary Park.
- (2) Trash at Rotary Park.

Ron Pacourek addressed the Commission with comments related to:

- (1) The lack of enforcement of no wake on the river.

Ariel Dougherty addressed the Commission with various comments. Complete copy attached hereto and made a part hereof).

Sophia Peron addressed the Commission with comments related to:

- (1) The agenda item regarding the Infrastructure Capital Improvement Plan (ICIP):
- (2) The agenda item regarding Resolution No. 56 20/21 adopting procedures for requesting Inspection of Public Records. A rude remark was also made towards Commissioner Luna.
- (3) The city's financials.

Commissioner Luna read comments submitted by Ken and Lani Litton. (Complete copy attached hereto and made a part hereof).

Commissioner Luna read comments submitted by Ron Fenn. (Complete copy attached hereto and made a part hereof).

Commissioner Luna read comments submitted by Susan Crow. (Complete copy attached hereto and made a part hereof).

D. RESPONSE TO PUBLIC COMMENT:

There were no responses to public comment.

E. CONSENT CALENDAR:

1. **City Commission Regular Minutes, June 9, 2021**
2. **Acknowledge Regular Planning & Zoning Commission Minutes, May 3, 2021**
3. **Acknowledge Regular Recreation Advisory Board Minutes, May 3, 2021**

Commissioner Luna moved to approve the consent calendar as submitted. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

PUAB Public Comments – June 21, 2021
Ariel Dougherty

Greetings. It is completely unclear – hence lacks transparency – how this Advisory Board will proceed on making any changes to Ordinance 664 on Customer Generated Renewable Energy. Please use the proper title going forward.

Last Monday, a new fabrication erupted about why the 90%. At the workshop it was falsely explained to keep solar customers paying for the electric department overhead. Hidden in the EL TOTAL CHARGE is an \$8 fee that *all customers* are charged. Annually over \$375,000 is brought in by this fee, let alone the overcharge on the ENERGY COST ADJ line of over 4 cents a kwh.

EV use at our homes was not mentioned in last week's workshop. It's home usage should be allowed in whatever solar panel additions citizens choose to make to their properties. The four car charging station that the City has projected in a recent RFP, which will cost us citizens well over \$200,000, will never be able to accommodate the swell of EV use that is coming.

Let's list all the benefits of what Solar citizens provide the City:
extra power without transmission loss that can be sold to other customers;
purchased, at the moment, for nothing and sold at 13.4 cents a kwh;
extra kWh relieving an old (worn out) electrical grid;
less reliance on fossil fuels, a positive for the planet;
improved property values, a benefit for the city.

Last, I object to the reappointment of present members of this advisory board, when, one, the City does nothing to advertize and recruit new members. And two, as I have long complained the PUAB and the City are complicit in practicing sexual discrimination in violation of the Civil Rights Act of 1965. This Board is suppose to be a citizens advisory board and should represent citizens not almost wholly former workers of the departments it discusses. This board needs new faces and perspectives. Do some work in the community to recruit members.

6/22/2021

Gmail - Protection for the Rio Grande river



TO: AMANDA FORRISTER
Leilani Litton <leilani1139@gmail.com>

Protection for the Rio Grande river

3 messages

Leilani Litton <leilani1139@gmail.com>

Tue, Jun 22, 2021 at 10:32 AM

To: bswingle@torcnm.org, amanda.forrister@torc.org, fluna@torrm.org, Paul.Baca@torcnm.org, randall.aragon@torcnm.org, Sandra.Whitehead@torcnm.org

We are asking your collective consideration in implementing and enforcing a city ordinance that would disallow motorized vessels within the city limits on the Rio Grande river.

In 2001, the city commissioners recommended that the New Mexico Boat Act Regulations 18 NMAC17.2 Section 11.3.3 was applicable and property owners along the river should make such postings so as to be seen from those parties recreating on the river. These postings were made. However, enforcement of this regulation has been slim to none.

The iconic Rio Grande river is a treasure and one of the most beautiful assets we have here in New Mexico as well as Sierra County. The "no wake" policy is one that keeps this river from bank erosion by speed boats, jet skis, and the like. It also preserves and protects the beauty of the river and the safety of those who enjoy swimming, floating or fishing in it.

As riverfront property owners who maintain and enjoy the many benefits associated with this stunning river, we ask your consideration and assistance in its preservation, by implementing this ordinance ASAP.

Respectively submitted,
Ken and Lani Litton
808 E. Riverside Dr
T. or C., New Mexico
575-497-9583

Public comment of:
Ron Fenn,
316 N Foch St T or C, NM



Commenting on agenda item G-3 "a resolution for requesting information of public records".

I believe that this proposal is an attack on the right of the people to obtain knowledge of our local government's operation. I believe that this runs counter to the purpose of the Inspection of Public Records Act and the concept of transparency in government. This amounts to abusive charges for records which should be freely available to all citizens will only serve to make this community less transparent and less attractive.

The government has been established to provide services and protection for the welfare and well-being the residents of the community. The city's employees are paid for their service to those ends. One of the main functions of City Clerks is to collect and maintain records of government transactions and those records need to be available for scrutiny by the people paying for those services.

Mr. Swingle has expressed his concern about the "outmigration of population" amongst other major issues and I can think of no better way to increase out-migration then by denying the taxpayers their right to know where their money is being spent and how they will be treated when they have differences of opinion with City officials or staff.

I beg you to carefully consider the ramifications of such a resolution on the morale of this community and its ability to attract newcomers.

Rather than discourage participation in local affairs a long-range plan for reducing the necessity of IPRA should include making public records available online as routine. The city could begin with putting all information provided under IPRA in a searchable file on the city's website.

The New Mexico Foundation for Open Government can provide the city with guidance in achieving a more open and participatory government for all. Please don't hesitate to request their assistance.

Thank you for listening.

A handwritten signature in black ink, appearing to be 'R W J' followed by a large, horizontal, oval-shaped flourish.

T or C Public Comment

From: Suz Crow <suzcrow505@gmail.com>
Sent: Monday, June 21, 2021 2:58 PM
To: T or C Public Comment
Subject: 6/23 Commission - Public Comment

Please confirm receipt of my public comment for Wednesday's commission meeting.

Thank you,
Susie Crow

Susie Crow
711 Kopra St.

This is an update and thanks for providing the proof of the dangerous radiation levels these smart/digital meters are causing our community.

The dirty electricity levels measured in my home receptacles with an analog meter ranged between 200-250. However, the test after Advanced Metering installation was over 1100. I knew that smart/digital meters increased dirty electricity, however, no one reported that levels increased 400 to 500%. Dirty electricity is the transient energy that you don't get to use, but still have to pay for. It runs through the electrical wiring in the walls of your home and radiates out six to eight feet into the center of your rooms. **Dirty electricity is just one of the forms of electrical emissions from these digital/smart meters.**

Since you have electrified the property at 711 Kopra, I cannot sleep unless every circuit is switched off during the night. Even with all panel circuits off, the meter is still emitting Electro-magnetic Frequency in the 350+ range; proving that these meters are relay stations and the radio antennas inside are communicating with all the other smart/digital meters in the neighborhood. What you may not know, is that they're also in communication with the antennas on all the city light poles. I was thirty feet away from the light pole in my alley when I recorded electric field levels over 500 V/m. (Volts per meter)

And finally, just as was shown in the documentary "Take Back Your Power", my alley neighbor's smart meter has been irradiating my pecan tree since their meter was installed in December 2020. Their meter is on a pole at the alley wall, 26 ft. away from my back wall. None of the branches on the alley side of the tree have leafed out this year. The front has leafed out, but not as robustly as the tree further away from the alley smart meter. These trees have the same amount of food and water, so the smart meter is the only condition that has changed since last year.

While you may not be able to feel the increased radiation as I do, that doesn't mean it's not impacting your health and the health of your loved ones. The phrase that continues to pass through my consciousness is: *Forgive them Father, for they know not what they do.* Please stop this madness. Are you really going to wait until your children are sterile, before getting rid of these devices?

Thank you

F. PUBLIC HEARINGS:

1. Public Hearing/Public Input: Public input for the 2023-2027 City of Truth or Consequences and Senior Center Infrastructure Capital Improvement Plan (ICIP):

Traci Alvarez, Community Development Director explained that this is the 1st of 3 public hearings that will be held to receive public input for the ICIP. Projects have to be entered into the database September 17, 2021. We will be bringing a list composed of public comment. Department heads will meet with them as well to give their list and then meet with the City Manager. That list will come before the City Commission no later than August 11, 2021 for rank and approval. We will have a list composed prior to that for at least one of the public hearings.

Public Input:

Sophia Peron asked if a list of projects will be provided. The last list she saw was Jerry Stagner's water fall that goes down tank hill. She asked where the list is and what are they having a public hearing about.

Commissioner Luna responded that Ms. Alvarez just explained that we are taking ideas, and concepts at this time and a list will be created from those ideas. If you have any ideas, we would love to hear it, and we will greatly produce that list with the ideas received at the next meeting.

Sophia Peron stated that she does not have any ideas. She already told City Manager Swingle her ideas.

Traci Alvarez, Community Development Director explained that there is a list available from last year's ICIP if anyone would like to reference it. Some of those projects have already been funded so they wouldn't be on the list. The list is on the DFA Capital Outlay website.

Ariel Dougherty thinks it's great that you are encouraging input into such a list. She would really like to see the Electric Department and city yard moved away from what is basically a residential area, and right across the street from one of our city's best assets which is the Ralph Edwards Park. She thinks, by turning the city yard complex with existing buildings into a recreational facility would be good because it would take the parking away from river. She also commented on the parking area at the Ralph Edwards Park and she would like that moved away from the river because it does not allow access directly to the river. She also feels that there are other types of development that can go on in that facility as a community type of facility.

2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 718 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Section 4-87 of the code pertaining to the Electrical Code:

Bo Easley, Electric Department Director explained that this proposed ordinance is amending section 4-87 of the electrical code to include the language that states that the city follows the PNM Distribution Construction Standards Handbook, and the PNM Meter Standards Handbook. On May 26, 2021 the City Commission approved the publication of this ordinance. The next step is to have a public hearing, and then the Governing Body can then make a final decision on Ordinance No. 718.

City Attorney Rubin stated that we had our agenda review meeting last week, and the issue was brought up about Mr. Ashbaugh being concerned that these PNM books are quite voluminous. However, Mr. Easley is familiar with the contents and how they work.

Bo Easley, Electric Department Director explained that the meter handbooks pertain to the standards regarding meter cans that PNM and the city follow, and the construction portion of the handbook explains how we build our 3 phase, and single phase poles. It also explains how we do our transformer banks. It's pretty much all of the construction work that PNM follows, as well as the city.

City Attorney Rubin responded by saying, so it sounds like even though these books may be fairly voluminous, you don't see any issue from your stand point of us implementing them.

Bo Easley, Electric Department Director responded no he does not. We have followed the PNM standard handbooks since he started working for the city. The standards have been followed by the city since the 1980's.

Mayor Pro-Tem Forrister opened the public hearing.

Opponents:

Ariel Dougherty feels that it is unfair to the public to pick and choose which laws we want to follow. This is not a good procedure. The PNM standards is a large document, so can any of you explain what the code is going to do for the city's Electric Department?

Commissioner Baca stated that he 100% agrees.

Ariel Dougherty continued by saying that she feels this is another complication. In future when we have public hearings, she would recommend that there be some sort of a summary of points of why it is important. Not that, this is the code and you have to go somewhere to read it. You need to explain why it is significant. With that being said, she is opposed to passing this ordinance.

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

Randy Ashbaugh stated that the handbook is 100's and 100's of pages, and that gives the city the opportunity to pick and choose what they want to use against the customers and developers. The city is also going to have to follow the guidelines also. I you want to lay out certain sections, and have the attorney and an electrical engineer review it, then bring it back to the Commission at that time to pass a specific section that deals with our little electric system, then that would probably be agreeable. We do need some kind of standards, but to just pass a document such carte blanche is ridiculous. It could open up a can of worms for the city and it could also make the city liable for God knows what, because nobody knows what is in that thing. Also, our electrical system has many deficiencies for one reason or another. To adopt such a document carte blanche is not smart. These guidelines could make it very expensive, and could stop development, which we have very little of. We are not a rich community. These guidelines are a double edge sword, and the city has to comply to negate liability. If you adopt the entire book of PNM guidelines, someone could come back and say that the city is not complying with what they adopted. This modification needs to be voted down, or tabled and completely reviewed. He knows the reason for this effort, and he does not think it is smart at all. It needs to be limited. Would you take the PNM Human Services Resource Manual and adopt it for the city, a big huge public company. You absolutely would not. You are doing the same thing with this, and it is ridiculous.

Rick Dumiak stated that he is also very much against this. To adopt the PNM manual is crazy. We already have problems with our Municipal Code. Section 14-30 on appeals is a prime example. He is here today for an appeal, and according to section 14-30 any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department. We don't have any written procedures in place for the appeal. He's here to appeal something and there are no guidelines for it. He asked the City Clerk please provide me with written procedures. They don't exist. The same thing is going to happen with this if you adopt it. We are going down a path we don't want to go.

Bo Easley, Electric Department Director explained that this is only for construction for the Electric Department. The construction is how we frame our poles, how we set our poles, and how we run our wires. That's all that this is. This has nothing to do with the appeal process. This is only for when a contractor comes into town, and they want to know what the rules and regulations are with anything that has to do with electrical.

Commissioner Luna stated, so this does not impact any of our electrical customers service. This is only for the contractors and the city?

Bo Easley, Electric Department Director stated yes.

Commissioner Luna then asked if we are already following these rules.

Bo Easley, Electric Department Director stated yes ma'am.

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

Commissioner Luna then asked what the other options are for rules besides PNM.

Bo Easley, Electric Department Director stated El Paso Electric, and Raton is a small town like our so maybe they have their own rules and regulations. He also mentioned the City of Aztec or Farmington.

Commissioner Luna asked City Attorney Rubin, by adopting 500 pages of documents that we are already utilizing, does that set us up for a liability for anything?

City Attorney Rubin responded, as we know, he can never guarantee that you are never going to be sued by anyone. We all know how that it happens, but that was the reason why he asked Mr. Easley the questions he asked earlier so we can make sure that these are things he's already familiar with, and these are things he feels comfortable implementing. As a general rule, he would ordinarily familiarize himself with everything that is brought before this Commission. However, in this case we are talking about technical aspects that are essential to the issues that Mr. Easley is talking about, which is the construction industry. Mr. Easley is the person who is in charge of implementing this, and he felt comfortable going forward. That's why this was brought forward to the Commission.

Commissioner Luna stated, as Mr. Ashbaugh pointed out, PNM is a big, private, profitable company with 50 plus lawyers, and if this is their document they she has no doubt that they have vetted the entire manual, and it has been beneficial to them, so she doesn't see why it would not be beneficial to us. So the comments about understanding all of the documents... she doesn't understand how her car runs, but that doesn't keep her from operating it, and knowing that she needs to put gas in it, and change the oil, and make sure that the tires have tread on them. We trust our Electric Department head, and it sounds to her if there is no litigation against PNM, and we have been utilizing their standards for over 20 years, then why would we not add it to our actual ordinance that says, these are the rules we are using.

Mayor Pro-Tem Forrister asked Electric Department Director Easley why he chose to go with PNM, versus going with another electric source.

Bo Easley, Electric Department Director responded by saying they already follow the PNM standards and they have since the 80's. They are already used to their standards and how they do their construction.

Commissioner Baca stated that he is not sold on this. He was on the fence the last time, and he has to agree with Mr. Dumiak, Mr. Ashbaugh, and Ms. Dougherty. He doesn't think that we need to follow such a huge company. We need to maybe come up with our own, or come up with some more information for all of us to understand. He feels like this should be tabled until we receive additional information to where we all can understand it, or change it all together and come up with our own stuff.

Commissioner Aragon stated that he agrees with Commissioner Luna's statement when she said that she doesn't understand how her car runs, but that doesn't keep her from operating it. Maybe we should strike a balance, and have a consultant look at this as a disinterested person. He would like for the Commission to consider that.

Public Comment:

Art Burger commented that he has spent 40 years as a technology consultant. In this circumstance he has to agree with Commissioner Aragon that we don't know enough, and the concern he has isn't that there is something evil about PNM. That's not the point. The point is as Commissioner Luna stated, this does not affect the customers. He just spent the last 6 months looking at lots of houses in this town, and the number one thing that killed several deals was that the electric facilities in the houses was so far out of date that his mortgage companies and insurers would not accept it, and to buy those houses, he would have had to completely replace that electric. These guidelines are about those components on the private side that connect to the city's side. So what is the impact? When you adopt this and codify it, it means that all of your consumers have to be able to interface to that code that is set, and most of the houses that he saw would not be able to do it. So at the very least, it would be helpful to have someone do an impact study that says what this changes. Are we doing it already? In that case there's no change. If we are not, or if the codification increases the ability of that code then potentially you have a serious impact on your constituents.

Proponents:

There were no proponents who spoke on this item.

Mayor Pro-Tem Forrister closed the public hearing.

Commissioner Baca made a motion that this item be tabled until more research has been done. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer.

**Hon. Randall Aragon, Commissioner voted aye
Hon. Amanda Forrister, Mayor Pro-Tem voted aye
Hon. Paul Baca, Commissioner voted aye
Hon. Frances Luna, Commissioner voted nay**

Motion carried with a 3-1 vote

G. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 53 20/21 authorizing acceptance of Water Trust Board (WTB) Project No. 5442-WPF Funding offer; Flood Prevention Project; Cantrell Dam Design/Rehabilitation from New Mexico Finance Authority (NMFA):**

Traci Alvarez, Community Development Director explained after the 2020 flood we realized that there were going to be some things that need to be addresses at the Cantrell Dam. We were approved by the City Commission to apply for Water Trust Board funding. In your packet you will see that Water Trust Board has given us an offer. This resolution would be for the acceptance of that offer, including the grant amount of \$450,000, and a 40% loan amount of \$300,000. The cash match would be included of \$75,000. This would be for the design rehabilitation of the Cantrell Dam.

City Manager Swingle also explained that the City acquired this responsibility for maintenance of the Dam in 2003. The letter does not state that we took possession of it, but it is a letter from the State Engineers Office thanking us for taking over the maintenance responsibilities. We have no documents to be found that the city actually took it over, other than that. We've done some maintenance to the Dam periodically over the years. However, over the years, the sediment built up in the bottom of the Dam, and the walls deteriorated over time so when we had the 4-5 inches of rain fall within an hour or so, it surpassed the capacity of the dam. The Streets Department has been out there restoring the Dam the best they can without additional funding. This is going to be a huge project which will be several million dollars to re-habilitate the Dam, and restore it back to what its original condition was in. The \$750,000 is just for the design of the Dam. This is one of those things that we can't afford not to do, and it is our responsibility at this point. We don't know who built it or why they built it. There has been speculation that it was built by NMDOT to preserve the construction site when they were doing the work on I-25. He also explained that the loan portion will be covered by the COVID relief funds the city will be receiving in the amount of \$1.3 million dollars. The \$75,000 is due upfront, so we can use those funds to pay it, or we can pay the \$300,000 in payments over time.

Commissioner Luna moved to approve Resolution No. 53 20/21 authorizing acceptance of Water Trust Board (WTB) Project No. 5442-WPF Funding offer; Flood Prevention Project; Cantrell Dam Design/Rehabilitation from New Mexico Finance Authority (NMFA). Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 55 20/21 establishing fees for Frisbee Golf:

Ryan Lawler, Parks Manager explained that this resolution went before the Recreation Advisory Board at their last meeting. They did a lot of research on fees from other Municipalities and a lot of them do the Frisbee golf for free. The reason the Recreation Advisory Board recommended the \$2.00 fee is because they felt that some sort of fee would help with accountability issues.

Commissioner Luna stated under the debit and credit card transaction column, she thinks it should be changed to processing fee for transactions under \$25.00 not over

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

\$25.00. However, in reality we should be charging the \$1.00 processing fee for all transactions.

Mayor Pro-Tem felt that we should follow the same \$1.50 base charge that is being charged at the Golf Course.

Ryan Lawler, Parks Manager agreed.

Orrin Hechler, Community Services Manager explained that the current Golf Course fee resolution states that we will charge \$1.00 for everything over \$25.00. We are hoping to change it to applicable fees or appropriate fees because these fees will go up over time, and if we have that language included, that will help us in the long run with not having to bring forth a resolution every time that fee goes up.

The Commission agreed that the base charge amount should be changed to *“an applicable credit card transaction fee will be charged”*.

Commissioner Luna moved to approve Resolution No. 55 20/21 establishing fees for Frisbee Golf with amendments mentioned. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 56 20/21 adopting procedures for requesting Inspection of Public Records:

City Manager Swingle explained that this resolution basically updating the city process and fees for Inspection of Public Records. Our current resolution is about 11 years old. We received a letter from the New Mexico Foundation for Open Government, basically stating that our process was old. He has two revisions that the New Mexico Foundation for Open Government came up with late last night. The electronic data and data conversion to accessible format on the fee schedule should be removed from the resolution. In our discussion, they said that it was appropriate. However, after she consulted with some folks, it was determined that we should not charge for data conversion because we are not required to convert the data. However, if we give you data out of our Tyler system, and you don't have the Tyler system, you are going to get a bunch of hieroglyphics, but they still disagreed that we should charge for that so it has been removed for that reason. There is no fee to inspect the record. However, if you want copies of it you would have to follow the appropriate fee schedule. There will be no fee for emailing an electronic document. If we have hard copies, we will send them hard copies. We also do not have to create a record. We will provide the records in format that we have, and in the format that they send it to us in.

Commissioner Aragon stated that the Police Department gets requests for Police reports. He then asked these fees are in line with the Police Department's requirements as well.

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

City Manager Swingle responded by saying that he thinks that the Police Department charges \$1.00 per page. They charge their own fees because they are their own custodian of records.

Commissioner Luna stated that they should be governed by our city policy and there should be one policy for everything.

Mayor Pro-Tem Forrister made a motion to table Resolution No. 56 20/21 so we can add the Police Department fee schedule to the Resolution. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 57 20/21 Budget Adjustment Request:

City Manager Swingle explained that this resolution is requesting a budget adjustment in revenue and expenditures for FY 20/21. These are the end of the year budgets adjustments that need to occur to balance out the budget. Some of these are additional funds that came in and expenses that we are budgeting.

Commissioner Luna moved to approve Resolution No. 57 20/21 Budget Adjustment Request. Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 58 20/21 Election Resolution.

City Clerk Torres explained that the city opted into the Local Election Act on July 22, 2020, which means that our elections will now be held in November, and will be administered by the County Clerk. Our upcoming election will be held on Tuesday, November 2, 2021, and the following positions will be listed on the ballot:

- Position I: ONE Commissioner for a four year term.
- Position III: ONE Commissioner for a four year term.
- Position IV: ONE Commissioner for a two year term.

City Clerk Torres also explained that Declarations of Candidacy can be filed in the Office of the County Clerk on August 24th between 9:00 a.m. and 5:00 p.m. and declarations of Candidacy for write-in candidates can be filed in the Office of the County Clerk on August 31st between the hours of 9:00 a.m. and 5:00 p.m. Staff recommends approval of this resolution as it is due to the County Clerk no later than July 5, 2021.

Commissioner Luna moved to approve Resolution No. 58 20/21 Election Resolution. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. NEW BUSINESS:

1. Discussion/Action: AMI Meter Public Appeal:

City Attorney Rubin stated before we get started he wanted to raise a few concerns about this, and he wants to make sure that we understand what the procedure is going to be. In discussing the procedure for 14-30 appeals, it is correct that we don't actually have a written policy. However, we did follow a procedure when we had other appeals which worked fairly well. What we did there is we invited the appellants to submit any documentation they wanted to submit and it be made part of the packet. The advantage of that is it gives the City Commissioners the opportunity to review the documents that were before you so you can have an idea of what the base of the appeal is going to be. He is concerned that we only received Mr. Dumiak's appeal documents today. He knows that the City Clerk had contacted Mr. Dumiak on a couple of occasions requesting these records and they were not provided as far as the packet. He just doesn't want the Commission to be caught off guard with documents that you have not seen before and expect to make a ruling on this today.

City Clerk Torres commented that Mr. Dumiak brought the documents to the meeting this morning.

City Attorney asked the Commission if that is sufficient for the Commission.

Mr. Dumiak stated that there are no written procedures for an appeal.

City Attorney Rubin then explained that we are talking about a 6 month period of time. With the other appellants, you denied the appeals, but then you also allowed for an alternative procedure of allowing people to keep their old meters if they paid a \$50 charge. In this case, as he understands it, we no longer have Mr. Dumiak's old meter. The last thing that he has to disclose is when we deliberated these appeals back in January, there was a complaint made to the Attorney General's Office that we did not properly follow the Open Meetings Act by allowing the procedure of a \$50 trip fee to be implemented, and that was not part of the agenda and therefore this is something that we shouldn't be imposing. We have gone back and forth with the Attorney General's Office. He happens to disagree with their determination. He felt what we did was appropriate, and he still feels that way, but he has to make this disclosure to the Commission that it was a problem.

Commissioner Luna stated, as someone who could appeal something she can understand wanting to hold on to your ace until it's time to show your cards. However, as someone who needs to make an informed decision, she would have liked to have time to read them as well. She stated that she hopes Mr. Dumiak can understand that.

City Attorney Rubin stated that an option could be for the Commission to hear the appeal and all of the information that is available, but you don't have to rule on it today if you don't want to.

The Commission proceeded with Mr. Dumiak's appeal.

Appeal:

Rick Dumiak presented his appeal by saying on June 1, 2021 the City Manager denied his appeal for the removal of the AMI meter at his residence. Page of 1 of 6 of the documents he submitted shows the denial letter from City Manager Swingle. There were two things that were pointed out in the letter. One being that he did not request the removal of the AMI meter in time, and the letter stated that the meter had been installed for six months. Therefore, his request is not timely, and the second point was that once all of the meters were removed they were disposed of. He read section 14-30 which states **"Appeal: Any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal within the department, then to the City Manager, and if dissatisfied with the City Manager's decision, to the City Commission in accordance with written procedures established by the Electric Department."** He submitted his appeal within the department. He also submitted his appeal to the City Manager. He is dissatisfied with the City Managers decision so now he is bring his appeal to the City Commission. The code states that the appeal will then go before the Commission in accordance with written procedures established by the Electric Department. The does not have any written procedures in writing. City Manager Swingle denied his request for the removal of the AMI meter, but he was not aware of any of the past documentation. He then reviewed all previous correspondence with the city. **(Complete copy of appeal attached hereto and made a part hereof)**. His appeal was denied due to not being submitted in a timely manner. However, written procedures do not exist. Therefore, the time line doesn't exist. The documents show that he has been trying to appeal the AMI meter since 9/22/2020 which is shown on a letter submitted in the packet.

Commissioner Aragon stated that he is looking at section 14-30 € and it does say written procedures, and there aren't any? Maybe that is something we want to look at someday. Being that we don't have any written procedures, it is coming to us. He asked City Manager Swingle what he recommends.

City Manager Swingle stated that he was not aware of a lot of the information that was presented by Mr. Dumiak when he rendered the decision of 6 months not being a timely appeal. Written procedures are important to have. However, there is an appeal process whether it's verbal or in writing so let's not get so caught up in the fact that there is a written or non-written procedures. We do need written procedures, and he felt that 6 months was excessive to file an appeal. However, Mr. Dumiak demonstrated with the information provided that he has given ongoing efforts to try and get the matter resolved to no avail. He certainly cannot give the Commission any guidance on what you should do on the appeal.

City Attorney Rubin agreed with City Manager Swingle. It's a question of whether the Commission feels that there is excusable reasons as to why there is a 6 month delay here. He also agrees with the comment that we should not get hung up on written

1066
PAGE 1

Sandra Whitehead
Mayor

Amanda Forrister
Mayor Pro-Tem

Frances Luna
Commissioner



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

Paul Baca
Commissioner

Randall Aragon
Commissioner

Bruce Swingle
City Manager

***** Sent via email rdumiak@gmail.com *****

June 1, 2021

Rick Dumiak
705 Charles
Truth or Consequences, NM 87901

Re: Appeal

Dear Mr. Dumiak:


I am in receipt of your request to appeal the installation of an AMI meter at your residence, 705 Charles.

On June 1, 2021, in accordance with City Ordinance Chapter 14 Utilities, Article 1 In General, Section 30 Access to property; inspection; service installation, Subsection (e) Appeal, I met with City staff and Attorney Jay Rubin to consider your appeal. I reviewed your email request, the ordinance and discussed the facts of your situation with staff.

An AMI meter was installed on your property about six months ago, while your appeal request is dated May 26, 2021. Waiting six months to file an appeal is not timely or reasonable. Most importantly, once old meters are removed from service, they are disposed. Thus, your appeal is denied, as it was not filed timely.

The ordinance authorizes you to appeal my decision to the City Commission, if you desire. If you decide to appeal my decision, please submit your request to the City Clerk within 15 days of receipt of this letter.

Regards,


Bruce Swingle
City Manager

AMI Meter Appeal Determination

Tue, Jun 1, 2021 at 4:50 PM

Swingle, Bruce <bswingle@torcnm.org>

To: "rdumiak@gmail.com" <rdumiak@gmail.com>

Cc: "jrubin@zianet.com" <jrubin@zianet.com>, Sonya Williams <swilliams@torcnm.org>, "Easley, Bo" <beasley@torcnm.org>, "Torres, Angela" <aatorres@torcnm.org>

Mr. Dumiak: Attached, please find my appeal determination, thank you.

Bruce Swingle,

City Manager

Professionalism, it's a Habit, not an Act

 **DOC032.pdf**
39K

Rick Dumiak <rdumiak@gmail.com>

Tue, Jun 1, 2021 at 6:48 PM

To: "Swingle, Bruce" <bswingle@torcnm.org>

Mr. Swingle,

Thank you for reviewing my request for the removal of the electrical smart meter at my residence. I am very sorry to hear you have denied my request based on the length of time that has passed since the installation of the smart meter and my request.

I think you need to understand that I have been trying to get the smart meter removed since the day it was installed.

I have copies of emails that were sent to the city manager at the time, Morris Madrid requesting the smart meter not be installed due to my health concerns.

I also have copies of the email that I sent granting permission for the installation of the smart meter under duress as I was threatened with disconnection of my electrical service,

Furthermore I contacted Sonya Renro of the electrical department several times asking how I could get my old meter back and was told I would need to wait until a policy was established.

In other words I never wanted the smart meter installed and have been fighting for its removal since the day it was installed and was told I had to wait.

Now I am being told I waited too long, but I only waited to request the removal under the direction of the city staff.

This does not seem very fair so I hope this email will serve as my request for an appeal on this decision.

Sincerely
Rick Dumiak



3

Electrical meter

Rick Dumiak <rdumiak@gmail.com>
To: Angela Torres <torcclerk@torcnm.org>

Wed, May 26, 2021 at 1:58 PM

To whom it may concern:

On November 10, 2020 I received a notice of disconnect from the former City Manager Morris Madrid. Prior to Nov 10, 2020 I had sent the city manager several emails explaining that due to health reasons I did not want a "smart meter" installed at my residence.

Ignoring my concerns I received the disconnect notice that stated I had 15 days to either permit the installation of a smart meter or my electrical service would be disconnected.

On or about Nov 25th, 2020 the smart meter was installed irregardless of my concerns.

It has now been about 6 months since the smart meter install at my residence and during this time my health has deteriorated and I am having frequent headaches and disruption of sleep patterns. My physicians cannot find the cause for these health issues as these are not symptoms I have ever had before and I am convinced the smart meter is at fault.

At this time I am asking the city to remove the smart meter and reinstall the old analog meter ASAP so I can get a decent nights sleep and be able to feel safe in my home.

Sincerely,

Rick Dumiak
rdumiak@gmail.com
505 603 6400

TorC City Clerk <torcclerk@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>
Cc: "Barclay, Dawn" <dbarclay@torcnm.org>, "Gabaldon, Lisa" <lgabaldon@torcnm.org>

Wed, May 26, 2021 at 2:33 PM

Good afternoon Mr. Dumiak,

Attached is a copy of your date stamped appeal you submitted to my office.

Thank you,

Angela A. Torres, CMC

City Clerk-Treasurer

City of Truth or Consequences

505 Sims St.

Truth or Consequences, NM 87901

(575) 894-6675

torcclerk@torcnm.org

aatorres@torcnm.org

[Quoted text hidden]

 **Dumiak Appeal.pdf**
437K

Rick Dumiak <rdumiak@gmail.com>
To: TorC City Clerk <torcclerk@torcnm.org>

Wed, May 26, 2021 at 5:21 PM

Thank you.

From;
Rick Dumiak
Rdumiak@gmail.com

On May 26, 2021, at 2:33 PM, TorC City Clerk <torcclerk@torcnm.org> wrote:

[Quoted text hidden]
<Dumiak Appeal.pdf>

TorC City Clerk <torcclerk@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>

Thu, May 27, 2021 at 9:16 AM

You're welcome.

Angela A. Torres, CMC

City Clerk-Treasurer

City of Truth or Consequences

505 Sims St.

Truth or Consequences, NM 87901

(575) 894-6675

torcclerk@torcnm.org

aatorres@torcnm.org

5

ORDER ON 14-30 (e) APPEALS

This matter came before the City Commission for consideration at its regular meeting held January 27, 2021. The City Commission make the following findings:

1. Ronald Fenn, Lee Foerstner and Ariel Daugherty all filed timely appeals to the City Manager and the Electric Department Director in which the appellants were contesting the City's attempt to install "Smart Meters" on their respective properties.
2. By letter dated December 31, 2020 and signed by the Electric Department Director, City Manager and City Attorney, the appeals were denied.
3. The appellants then filed timely appeals to the City Commission pursuant to City Ordinance 14-30 (e).
4. The appellants were permitted to supplement their appeals with supporting documents.
5. At the January 27, 2021 meeting, each appellant was given five (5) minutes to supplement their appeals with an oral presentation.

After carefully considering the written materials submitted by the appellants and considering their oral presentations and being otherwise advised in the matter, the City Commission hereby **ORDERS** as follows:

- A. The appellants were all granted due process in having their appeals considered.
- B. The City administration's decision to deny the appellants' respective appeals is upheld, subject to the modification described in paragraph C.
- C. If any of the appellants still opt not to have Smart Meters installed, any of the appellants can retain their old meters by paying an additional fee of \$50.00 per month. This

6

fee would cover the City's anticipated costs, including the cost of the meter reader manually reading the meters and subsequent billing process and procedures.

D. If any other citizens desire to opt out of having a Smart Meter installed on their property, they must notify Electrical Department Manager and City Manager within a reasonable time pursuant to City Ordinance 14-30 (e). A "reasonable time" depends on the facts and circumstances of each particular case.



Angéla A. Torres, City Clerk

February 24, 2021

Date



Sandra Whitehead, Mayor

Sec. 14-30. - Access to property; inspection; service installation.

- (a) ***Property of the City; right to enter*** . The meters, meter boxes and locks shall be, and remain the property of the City and shall be subject to the control of the City through its employees. Employees of the City shall have the right to enter any premises to access City owned meters, meter boxes, and locks of the occupant to whom water and electricity is furnished, at reasonable times for the purpose of examining pipes, lines, and fixtures, and to determine proper installation of equipment for water and electric usage. Upon refusal of any occupant to grant such right, water or electric service may be discontinued, subject to the provisions of subsection (d) of this section.
- (b) ***Meter access, installation and inspection*** . All water and electric meters and meter accessories shall be accessible at all times and free of any obstructions, hazards, aggressive or dangerous animals or other dangers, as determined by the employees of the City. The meters and accessories shall be located at a place and in a position that the same may be readily accessible to the employees of the City for the purpose of inspection, reading, repair, and supervision by the City employees. If a City employee finds that a meter is inaccessible or that access to the meter appears hazardous for any reason, and the landowner or occupant is unavailable or refuses to take action within his or her power to make the meter safely accessible, the City employee shall promptly inform the employee's supervisor or the utilities department director so that the City may take appropriate action in accordance with this section.

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

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

- (c) ***Meter relocation*** . If at any time the City, through its utilities department director or the director's authorized representative, determines that any existing meter and/or meter accessories need to be moved to enable the City employees to properly inspect, read, or repair the meter and meter accessories and maintain the service at the place, the City shall be empowered to take the necessary corrective action. Corrective action may entail moving obstructions in the view of meter, making modifications to property, or relocating the meter. Moving the meter shall be done at the property owner's expense; provided, however, that the utilities department director may approve moving the meter at City expense if all three of the following conditions apply: (i) The meter is at a location originally approved, either explicitly or implicitly, by the City; (ii) there has been no change in the condition, configuration or use of the property rendering the meter less



accessible than it was when originally installed; and (iii) the meter relocation is at the behest of and for the convenience of the City. Any person aggrieved by a City demand for meter relocation may appeal the City's decision as provided in subsection (e).

- (d) *Disconnection of service; limitations*. No service will be disconnected or discontinued without reasonable notice to the owner or resident responsible for payment and an opportunity to correct any violations. No service will be disconnected or discontinued if the City receives appropriate certification that a chronically or seriously ill person resides on the premises and does not have the financial resources to pay the charges of moving a meter. Any person aggrieved by a disconnect notice or discontinuance of service may appeal the action as provided in subsection (e).

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

(Code 1962, § 3-3-5; Ord. No. 669, §§ 1, 2, 6-14-16)

Editor's note— Ord. No. 669, § 2, adopted June 14, 2016, changed the title of § 14-30 from "Access to property, inspection" to read as herein set out.

* NO TIME LINE
TO APPEAL

9

To: Rick Dumiak <rdumiak@gmail.com>
Cc: "Swingle, Bruce" <bswingle@torcnm.org>, "jrubin@zianet.com" <jrubin@zianet.com>

You're welcome.

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: "Torres, Angela" <aatorres@torcnm.org>

Fri, Jun 4, 2021 at 8:59 AM

BTW can you please send me the appeal procedure documentation?
I cant seem to find anything on the city website defining the procedures and process.
Thanks

[Quoted text hidden]

Torres, Angela <aatorres@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>
Cc: "Swingle, Bruce" <bswingle@torcnm.org>, "jrubin@zianet.com" <jrubin@zianet.com>

Fri, Jun 4, 2021 at 9:08 AM

Mr. Dumiak,

Attached is the signed Order on Appeals, and Section 14-30 (e.) Appeals.

[Quoted text hidden]

2 attachments

 **Signed Order on Appeals.pdf**
726K

 **Section 14-30.pdf**
1365K

Rick Dumiak <rdumiak@gmail.com>
To: "Torres, Angela" <aatorres@torcnm.org>

Fri, Jun 4, 2021 at 9:51 AM

Angela,
Thanks, but those are not what I'm looking for.
I would like to see the written appeals process and procedures.
In other words the rules and policies of the appeal process.
How long is the appeal process and what rules are followed?
What are the procedural rules of the appeal process?
Is the appeal a closed session or open?
Can I call witnesses to testify?
In other words the written documentation of the appeal process.

Thanks again,
Rick

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: fenwron234@gmail.com

Fri, Jun 4, 2021 at 10:51 AM

Ron,
So this is what the clerk sent me when I asked for the appeal process documentation.
I asked for rules and regulations of the appeal process and they sent me your appeal!
Unreal...
I resent my request for written documentation of the appeal process....
[Quoted text hidden]

10

2 attachments

 **Signed Order on Appeals.pdf**
726K

 **Section 14-30.pdf**
1365K

Torres, Angela <aatorres@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>

Fri, Jun 4, 2021 at 11:42 AM

Let me look into that and I will get you an answer no later than Monday.

Thank you,

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: "Torres, Angela" <aatorres@torcnm.org>

Fri, Jun 4, 2021 at 11:45 AM

Angella,
Thanks,
It's hard to prepare for an appeal if I don't know the rules and regulations of the appeal process.

Rick

[Quoted text hidden]

Torres, Angela <aatorres@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>

Mon, Jun 7, 2021 at 3:48 PM

Good afternoon Mr. Dumiak,

It appears that currently there are no written procedures on appeals. **Section 14-30 E.) Appeal:** explains that any person disputing a disconnect notice or other action related to utility service, will be provided a reasonable opportunity to appeal to the City Commission.

The individuals who presented their AMI Meter appeals to the City Commission on January 27, 2021 submitted documentation they wished to be examined and considered by our Governing Body. Those documents were then included in the January 27, 2021 City Commission packet, and were reviewed by our Governing Body. Each person (appellant) was given 5 minutes to present their appeal, and the Commission made a decision based on

the facts and documentation provided. Please note that each appeal is determined on a case to case basis.

\)

I hope this information is helpful. Please let me know if you have any questions.

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: "Torres, Angela" <aatorres@torcnm.org>

Wed, Jun 9, 2021 at 7:27 AM

Thank you for the information.

[Quoted text hidden]

Torres, Angela <aatorres@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>

Thu, Jun 17, 2021 at 1:54 PM

Hi Mr. Dumiak,

I am in the process of finalizing the agenda for Wednesday's City Commission Meeting. Do you by chance have your appeal documents ready, or would you like to postpone your hearing until the July 14th meeting?

Thank you,

Angela A. Torres, CMC

City Clerk-Treasurer

City of Truth or Consequences

505 Sims St.

Truth or Consequences, NM 87901

(575) 894-6675

torcclerk@torcnm.org

aatorres@torcnm.org

From: Rick Dumiak [mailto:rdumiak@gmail.com]
Sent: Friday, June 04, 2021 7:53 AM
To: Torres, Angela
Cc: Swingle, Bruce; jrubin@zianet.com
Subject: Re: AMI Meter Appeal

Thank you, will do.

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: "Torres, Angela" <aatorres@torcnm.org>

12
Thu, Jun 17, 2021 at 2:16 PM

Angela,
I will be bringing my supporting documentation with me to the appeal.
As there is no formal or documented appeal process, I have decided I do not want the documentation viewed before my appeal hearing.
Can you tell me what time on the 23rd my appeal is scheduled for?

Thanks
Rick

[Quoted text hidden]

Torres, Angela <aatorres@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>

Thu, Jun 17, 2021 at 2:27 PM

The meeting starts at 9:00 a.m. However it is hard to say exactly what time your appeal will be heard. There are 7 items that will be presented before your appeal. My recommendation would be to attend the meeting at 9:00 a.m. I will send you the agenda tomorrow when it is ready.

Thank you,

Angela A. Torres, CMC

City Clerk-Treasurer

City of Truth or Consequences

505 Sims St.

Truth or Consequences, NM 87901

(575) 894-6675

torccclerk@torcnm.org

aatorres@torcnm.org

From: Rick Dumiak [mailto:rdumiak@gmail.com]
Sent: Thursday, June 17, 2021 2:16 PM
To: Torres, Angela

[Quoted text hidden]

[Quoted text hidden]



2 of 6

Public Comment

Mon, Feb 22, 2021 at 3:11 PM

Rick Dumiak <rdumiak@gmail.com>
To: arielcamera@gmail.com

Ariel,
Here is a copy of what I am having the city clerk read during public comment.
I want my comments to be part of the written meeting minutes and if the clerk doesn't read the comments the city does not put the comments in the minutes.
They will be on video if there are no technical issues.

Rick Dumiak, 705 Charles TorC

I have three items to comment on:

First, I have been trying to get my smart electrical meter replaced since the city commission voted and passed a motion to allow opting out of the smart meters. I have been told there is no policy yet.

The proposed monthly fee of \$50.00 for a meter reading charge is outrageous in my opinion. Before the smart meters were installed, meter reading was included in the monthly electrical fees. Why are we supposed to pay more now? What happened to monies we were being charged to read the old meters? Why are we expected to pay more now?

I have health issues and concerns that I wish to remain private and under HIPPA regulations do not need to be disclosed.

By charging me or anyone else that wishes to opt out of having a smart meter due to health reasons or concerns, you are putting a price tag on their health and for our residents on fixed incomes you are forcing them to decide on feeling safe in their own homes or having to perhaps give up \$50.00 worth of food each month.

My understanding is that the \$50.00 amount was based on Sierra Electric Cooperatives trip charge to read meters. I urge you to consider that the City of TorC is much smaller than the area that Sierra Electric Cooperative services. To charge a resident of the city of Tor C the same fee that Sierra Electric Cooperative charges for a trip charge is like comparing apples and oranges, they are not the same.

Has an in-depth cost analysis of the actual time it takes for a worker to travel to the furthest city limits and read a meter and return to the shop been completed? If not, how can a fair charge be established?

Why can't the homeowner simply take a picture of their meter every month and send it into the city?
Why can't the same person reading the water meter simply read both meters at the same time?

Bottom line, the city is telling me that if I want to feel safe in my home from the smart meter concerns that I and many others have, we need to pay \$ 50.00 a month for a meter reading.

Perhaps \$50.00 a year is a more realistic and actual cost for meter reading by a city employee and an amount that would not create an undue hardship on or elderly residents.

The next item I want to comment on is once again, 630 Charles. At the last city commission meeting on Feb 10th, 2021 the city manager stated that progress has been made and that substantial completion would be obtained on Monday Feb 15, 2021.

The city manager also stated the weeds and debris along the fence line had been removed. I urge the commissioners to drive by 630 Charles and look in the back yard and alley and tell me if you believe that has happened?

Yes, I understand we had a snowstorm on Sunday Feb 14th, 2021 but again this issue has been going on for years and the other resident on Charles continue to wait on for closure.

The last item I wish to comment on is the selection of a new city manager. It is my hope this commission will reach out to the citizens of TorC for input in the interviewing process.

I personally have many years of experience in hiring upper-level managers in the corporate and municipal environment and I would be happy to assist in any way possible and I am sure I am not the only resident with this experience.

—
Rick

Bad decisions make great stories, yea I have some great stories....



3 of 6

Meter installation

Tue, Nov 17, 2020 at 10:17 AM

Rick Dumiak <rdumiak@gmail.com>
To: mmadrid@torcnm.org
Cc: Lisa Gabaldon <torcclerk@torcnm.org>
Bcc: rdumiak@gmail.com

Mr. Madrid,

Regarding your letter to me dated 11/10/2020 in which you notified me that if I did not permit the installation of a new smart electrical meter at my place of residence, 705 Charles, Truth or Consequences NM 87901, prior to 11/25/2020, you would have the electrical department disconnect my electrical service on 11/25/2020.

This email will serve as my legal notification that I will permit the installation of the new smart meter, however it should be noted I am agreeing to the smart meter installation against my free and under the threat of my electrical service being discontinued if I do not agree to the smart meter installation.

In addition to the threat of disconnection, I am fearful of the new smart meters as there is significant evidence the smart meters emit harmful RF waves that are known to cause cancer as well as the potential for electrical fires from the smart meters.

I call your attention to the following website where this evidence can be researched; <https://stopsmartmeters.org/the-science/>

Please confirm receipt of this email as my notification to you to permit the smart meter installation at my residence at 705 Charles Truth or Consequences NM 87901 on or prior to 11/25/2020 so my electrical service will not be disconnected.

Sincerely;

Richard Dumiak
705 Charles
Truth or Consequences NM 87901

505 603 6400

—
Rick

Bad decisions make great stories, yea I have some great stories....

Madrid, Morris <mmadrid@torcnm.org>
To: Rick Dumiak <rdumiak@gmail.com>
Cc: TorC City Clerk <torcclerk@torcnm.org>

Tue, Nov 17, 2020 at 10:35 AM

Mr. Dumiak,

Received by Morris Madrid

Thank you

Get Outlook for iOS

From: Rick Dumiak <rdumiak@gmail.com>
Sent: Tuesday, November 17, 2020 10:17:08 AM
To: mmadrid@torcnm.org <mmadrid@torcnm.org>
Cc: Lisa Gabaldon <torccclerk@torcnm.org>
Subject: Meter installation

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: "Madrid, Morris" <mmadrid@torcnm.org>

Thank you

[Quoted text hidden]

Tue, Nov 17, 2020 at 10:55 AM



~~2 of 6~~ 4 of 6

Re: Utility Complaint Online Form

Complaints, CRD, PRC <CRD.Complaints@state.nm.us>
To: "rdumiak@gmail.com" <rdumiak@gmail.com>

Thu, Nov 5, 2020 at 9:52 AM

Mr. Dumiak,

Please know that the NMPRC does not have any authority or jurisdiction over city/county owned utilities throughout the State of NM. We suggest that you contact the Utility Director or the City Manager's Office for further assistance in this matter.

Thank you.

From: crd.complaints@state.nm.us <crd.complaints@state.nm.us>
Sent: Tuesday, November 3, 2020 10:30 AM
To: Complaints, CRD, PRC
Subject: Utility Complaint Online Form

NMPRC Utility Online Complaint Form

Customer Contact Information (the name on your bill or account)

Customer Name:	Richard Dumiak
If Business, contact persons name:	N/A
Primary Phone:	505 603 6400
Other Phone:	N/A
Fax:	N/A
E-Mail Address:	rdumiak@gmail.com

Service Address

Street:	705 Charles
City:	Truth or Consequences
State:	N/A

Zip:

Mail Address (if different from above)

Street: N/A
 City: N/A
 State: N/A
 Zip: N/A

If you are not the customer of record, please fill out this section:

Name: N/A
 Address: N/A
 Relationship to Customer: N/A
 Daytime Phone Number: N/A
 Reason why customer cannot complete the form: N/A

Utility against which you are filing a complaint:

Utility Name: TorC Utility
 Your Account Number: N/A

If your complaint involves a termination of service please complete:

Is your service currently on? Yes
 If your service is off, when was it turned off? N/A
 How much money is the utility requiring to restore service? N/A
 If your service is on, do you have a turnoff notice? No
 If you are requesting an extension on a turnoff notice,
 when can you make the payment? N/A
 and how much can you pay? N/A

Your Complaint:

*Explain the details of your complaint.

Provide copies of any documents you believe will assist us.

The city run utility has threatened to disconnect my electrical service because I do not want a smart meter installed on my property. My electrical meter is on the exterior wall of my bedroom and I do not want to be subjected to the radiation the smart meter puts out. Can the city legally refuse to provide me power?

Suggested Resolution:

Explain what you feel would be a fair resolution of this matter.

N/A

The information provided on and with this form is true and correct to the best of my knowledge and belief. I am enclosing copies of any correspondence or other documentation in my possession that may be of assistance.



506

Smart meters

Rick Dumiak <rdumiak@gmail.com>
To: raragon1257@gmail.com

Tue, Nov 3, 2020 at 12:54 PM

Randall,

I am emailing to let you know how disappointed I am with the city commissions decision to not allow an opt out for the new smart electric meters that are being installed.
This morning I denied the company installing the smart meters access to my property as they are not employees of the city.
They are subcontractors and therefore (I feel) they have no legal right to trespass on my property.
When I told the installer I didn't want the new meter, he told me "no problem, the city will be disconnecting your power".

Later this morning, Bo from the city's electrical department came out and while I allowed him access to my property I told him I didn't want the new meter as I have health and safety concerns about them.
I asked him when my power would be cut so I could order a whole house generator and arrange to get a large propane tank delivered and filled (to power the generator).
He told me he will need to spark with the city manager and city attorney regarding when my power would be disconnected. I would hope that you may be able to get a date as to when my power will be disconnected so I am ready in time.

It blows my mind that this city cares so little for its aging population that they would threaten a resident with utility disconnect over a smart meter.
Hasn't this gone far enough? A simple opt out option is a compromise we can all live with.
I do not want to get into a legal battle with the city, as that just costs everyone money, but it appears a class action suit may be the only avenue left if we don't have an option to opt out.
Please reconsider the opt out option, and in the meantime can you get an answer from Mr. Madrid as to when my power will be disconnected?
My calls and or emails to Mr. Madrid go unanswered as usual.
Purchasing a whole house generator and propane tank will not be cheap and I can only imagine what the neighbors will think about it as it runs 24/7.

Thanks for your time:

Rick Dumiak
505 603 6400

--
Rick

Bad decisions make great stories, yea I have some great stories....

Randall Aragon <raragon1257@gmail.com>
To: Rick Dumiak <rdumiak@gmail.com>

Tue, Nov 3, 2020 at 6:13 PM

Rick:

I chatted with City Manager Morris Madrid on this matter right after I received your email and asked him to call you.

Basically, the *Public Utility Advisory Board* recommended to not have an "opt-out" protocol. Additionally, the City Commission has not acted either way to address an opt-out mechanism; consequently,

none exists nor does it need to go to a referendum vote as court precedence rules that it is an administrative matter. As for your setting up a generator, etc., Mr. Madrid mentions that is doable;

nevertheless, please await a call from him regarding this entire matter.

I can understand how you feel on this overall scenario; however, as you can see from the aforementioned commentary this issue (at this juncture) is not going to move any closer toward having an "opt-out" feature.

Take care,

Randall Aragon

914 Spruce Street

Truth or Consequences, NM 87901-1556

Cell #: (575) 740-2559

Email: raragon1257@gmail.com

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: Randall Aragon <raragon1257@gmail.com>

Wed, Nov 4, 2020 at 8:41 AM

Randall,

Thanks for getting back to me, I have written a few emails previously to the former commissioners as well as Mr. Madrid regarding other issues and you are the first commissioner to actually respond to an email or return a phone call.

I had called Mr. Madrid's office prior to emailing you yesterday, and I have yet to hear back from him, nor do I expect to.

In any case I understand the process that got us where we are at, I just don't think the commission acted in the resident's best interests by not allowing an opt out option regardless of what the advisory board recommended, after all they are an "advisory" board, they are not the city commission.

I know I'm not the only citizen that feels this way, but I feel this needs to be revisited by the city commission to either allow an opt

out option or the city could provide RF blockers for the new meters if a resident requests one.

This would go a long way to showing the residents that the commission actually hears our concerns instead of just listening out of courtesy.

I really do not want to buy a whole house generator and propane tank to run it as I will have issues with our noise ordinance, but I also do not want a smart meter as there are too many unknown health issues from them.

If you want to go down the rabbit hole, this web site provides a lot of valuable information on smart meters and what other communities have faced with these.

<https://stopsmartmeters.org/frequently-asked-questions/>

Again, thanks for actually responding to my email, it is a welcome change in the city commission.

Sincerely

Rick

505 603 6400

[Quoted text hidden]

Randall Aragon <raragon1257@gmail.com>
To: Rick Dumiak <rdumiak@gmail.com>

Wed, Nov 4, 2020 at 12:01 PM

Rick:

Thanks for the kudos!

Also, anticipate a call-back from Mr. Madrid.

Query him on your thoughts, etc.

Take care

Randall Aragon

City Commissioner

Truth or Consequences, NM Ph # (575) 740-2559/email: randall.aragon@torcnm.org

> On Nov 4, 2020, at 8:41 AM, Rick Dumiak <rdumiak@gmail.com> wrote:

>

> Randall,

[Quoted text hidden]

Rick Dumiak <rdumiak@gmail.com>
To: Randall Aragon <raragon1257@gmail.com>

Tue, Nov 10, 2020 at 12:45 PM

Randall,

FYI

I have not heard from Mr. Madrid (as I expected) but today, 11/10/2020, I was given a letter outlining city ordinance 14-30 as well as notifying me that if I did not permit the smart meter installation my power would be disconnected.

I now have 15 days (per the letter) to allow the city to install a smart meter on my residence or I will be disconnected.

For the record, Mr. Madrid has never returned a call (several have been made in the last two years) nor has he ever responded to any of the emails I have sent him.

I hope you know (IMO) he is BSing all of the commissioners when he says he is in touch with the residents.

One of the reasons I serve on the P&Z is that Mr. Madrid has to respond to me at a public meeting.

That is the only way I get to ask him any questions and we (the P&Z) specifically added comments from the P&Z to our agenda for this purpose.

I hate to use that time in matters unrelated to the P&Z, but again it is the only way Mr. Madrid will communicate with me.

I fully expect Mr. Madrid to push for my removal from the P&Z as he does not like to be questioned by the people that ultimately pay his salary, the residents of TorC.

Again, I thank you for at least listening and responding to me, it is something the other city commissioners should try, I have given up on Mr. Madrid ever following up on calls or emails.

Rick

[Quoted text hidden]

Tue, Nov 10, 2020 at 8:20 PM

Randall Aragon <raragon1257@gmail.com>
To: Rick Dumiak <rdumiak@gmail.com>

Rick:

Certainly understand how you feel on the many issues you mention.

Mr. Madrid did indicate he was going to send out a letter to you (and perhaps others) regarding the legal status and the 15-day notice. He did indicate rather than calling you

that he was going with the letter.

Just keep on with the P & Z mission as on my watch I will not allow any attempt to remove members unless totally warranted.

Please be sure that the P & Z Board employs the principles mentioned in the ordinance relating to that list of "factors" that must be considered on any decision.

In fact, using a *checklist* of some sort listing those factors being checked off (or commented upon) would greatly facilitate the City Commissioners in considering the P & Z Board's

recommendations.

Take care,

Randall Aragon

City Commissioner (Position 2)

9-22-2020

To: City Manager: Mr. Morris Madrid and the City of Truth or Consequences City Commission.

505 Sims Street

Truth or Consequences NM 87901

To whom it may concern:

Notice of **non-consent** to installation of any electronic or wireless metering device

I, Richard Dumiak hereby prohibit(s) any electronic or wireless metering device (hereafter referred to as a "smart meter") from being installed in or around my residence at 705 Charles, Truth or Consequences, NM 87901.

This letter acts as a formal notice, and any liability for damage or harm resulting from these conditions being violated, rests with the recipient of this letter, the meter manufacturers and any subcontractors involved in meter production, installation, or operation.

Homeowners have the ultimate authority to decide what technology is installed in their homes – not utilities whose government-protected monopoly prevents residents from choosing a competing utility provider.

- Smart meters are surveillance devices and violate our 4th Amendment right to privacy in our home guaranteed under the United States Constitution. All portions of the political spectrum agree it's about individual freedom of choice and residents' basic property rights.
- Smart meters are a fire hazard, and such devices have been responsible for thousands of fires, explosions, and other serious safety problems.
- Smart meters have caused documented health problems. The bursts of RF radiation emitted by their antennas is considered by the World Health Organization to be a Class 2B carcinogen.
- Smart meters typically overcharge and inaccurately represent usage, when compared with reliable, accurate analog meters.

- "Smart meters" and the "smart grid" risk national security and reliability of the electricity supply by opening a new portal to hackers and others who wish to disrupt these services. This is a major cyber-security problem created by "smart meters".

For these reasons (but not limited to these reasons) we require only analog, electromechanical meters without electronic components be used in connection with this account. We will self-read the analog meter and accurately track the usage billing for energy consumption on our property, making available the meters for reading confirmation with reasonable notice.

Sincerely,

Richard Dumiak

705 Charles Street

Truth or Consequences NM 87901

Account # 4170-18998-02

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

procedures. He wasn't the one who drafted the ordinance, but he saw the ordinance, and that is the reason why he said that all of the appellants can always submit any documentation they want to the Commission, that way there would be a full due process. They are encouraged to provide the Commission with any information they want considered ahead of time.

Mayor Pro-tem Forrister stated, that there is written procedure as far as going to the Electric Company and then coming here. That is the procedure, and when it comes to us, it's at the discretion of the Commission as to how they want to proceed.

Commissioner Luna asked to hear from Electric Department Director Bo Easley because it sounds as though he might be the only person here who can shed some light from time period to time period besides Mr. Dumiak. Her mom always said that there are 3 sides to every story. His side, her side and what really happened, and we can't even find the middle ground right now.

Bo Easley, Electric Department Director explained when the contractor was installing the meters, Mr. Dumiak did not want the contractor to install the AMI meter so he went out and served Mr. Dumiak with papers, and Mr. Dumiak signed it and dated it. The letter gave him 15 days to appeal the process and 7-8 days later he notified City Manager Madrid to request that they go out and install the AMI meter.

Mr. Dumiak stated that he did not request it. He only agreed to it because he was served with a disconnect notice if he did not allow the meter to be installed.

Commissioner Luna stated that it sounds like Mr. Easley got half of the message, and not all of the message when you were told to put in the meter. She then asked if we still have any of the old meters.

Bo Easley, Electric Department Director responded that they do not have the old mechanical meters. They have the new style digital meters that are not AMI.

Commissioner Luna asked if those are the meters we said we can install in people's houses and charge the \$50 trip fee.

City Attorney Rubin stated that he thought that the old meters were still available, and that is the reason for the appeals to be filed in a timely manner, so that we will still have the old equipment.

Bo Easley, Electric Department Director responded that the old mechanical meters were installed back in the 80's. In 2005 we started installing the digital meters and that is what we still have in stock. The old style mechanical meters were junked.

Commissioner Aragon asked if there is no mechanical meter available, and you would put in a digital meter if someone appeals the AMI meter and charge the trip fee.

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

City Manager stated that we will need to revisit the \$50 trip fee and we will do that at the next meeting. This appeal should only be on the issue of the AMI vs. another meter.

Commissioner Aragon asked if putting in a digital in the interim would be reasonable.

Commissioner Luna stated that it sounds like we don't have the old meters so it would have to be a digital meter.

The Commission asked Mr. Dumiak is fine with the digital meter.

Mr. Dumiak stated that he wants a meter, but he doesn't want the AMI meter.

Commissioner Luna stated that she finds Mr. Dumiak to be a reasonable person and she thanked him for realizing that there might not be an analog meter and a digital meter might be the best that we can do for you. She thinks that Mr. Dumiak has proven that he was in contact with the city and was trying to appeal this since the beginning.

Commissioner Aragon asked about the \$50 fee.

City Manager Swingle stated that no fee will be assed until it is brought back and the Commission makes that decision.

Commissioner Luna made a motion to approve Mr. Dumiak's appeal of his AMI Meter, and provide him with a digital meter. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action Approval of location and naming of the 9/11 Memorial Monuments Park:

Denise Addie explained that she would like the Commission to approve the 9/11 Memorial on what we currently call Blue Star Park. However, she is not sure if that is actually the name of the park. In your packet it shows what the monument is going to look like. She then explained a little bit about the monument. She feels that this will be beneficial for this community and tourism. This will be the only 9/11 memorial park in the State of New Mexico. She is expecting at least 1,000 people on 9/11. This has been her baby for the last 4 years and now she wants it to be the city's baby. However, she will maintain it, and add the bricks to it. She then asked the Commission to set the monument in that location a few days before 9/11.

Commissioner Aragon made a motion to re-name the Blue Star Park to be named the 911 Memorial Monuments Park. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Update: Update on the emergency purchase of the north transformer tap changer:

City Manager Swingle explained that the Electric Department had to make an emergency purchase for the north transformer tap changer, they hired a company to provide the service to do the repairs to the north transformer, but that company on the 11th hour went to Colorado on an emergency job instead of coming to T or C. Bo scrambled to find another company that could provide that service. They came in, and the cost was \$49,649.65 to do the repairs. Under the scope of the emergency justification was that an emergency procurement must meet the requirements under state statute, and this is certainly one that would have controlled a serious threat to public safety or welfare. The loss of power to the entire grid is a significant threat to public safety and public health. We are very fortunate that the southern transformer functioned as well as it did under the duress that there was with the heat that we have. Kudos to Bo and his staff for keeping things running and monitored.

4. Discussion/Update: Expenditure, Revenue, Cash, and Transfer Reports:

City Manager Swingle explained that this is the expenditure, revenue, cash, and transfer reports that Carol does on a monthly basis, and this is for the month of May.

5. Discussion/Update: Update on the state of the City of Truth or Consequences finances:

City Manager Swingle reviewed a handout of some of the revenue and cash balances, revenues, debt and loans, general expenditures and transfers. (Complete copy attached hereto and made a part hereof).

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

City Manager Swingle reviewed a listing of the Purchase Requisitions over \$20,000.

Commissioner Baca moved to approve said purchase requisitions over \$20,000. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Revenue

	FY 17/18		FY 18/19		FY 19/20		Estimated	Projected
	FY 17/18		FY 18/19		FY 19/20		FY 20/21	FY 21/22
101 GENERAL FUND	\$3,564,357	\$4,538,298	\$4,874,444	\$4,295,947	\$4,169,362			
201 Correction Fund	\$ 14,059	\$ 11,406	\$ 6,342	\$ 7,400	\$ 5,500			
209 STATE FIRE FUND	\$ 289,811	\$ 376,795	\$ 313,081	\$ 326,728	\$ 327,428			
211 Law Enforcement Protection	\$ 27,800	\$ 25,400	\$ 27,800	\$ 26,600	\$ -			
214 Lodger's Tax Act	\$ 332,763	\$ 371,265	\$ 339,429	\$ 352,400	\$ 300,800			
216 Municipal Street	\$ 384,058	\$ 478,386	\$ 439,680	\$ 516,348	\$ 486,348			
294 Library Fund	\$ 30,833	\$ 17,820	\$ 15,836	\$ 70,344	\$ 43,241			
295 Swimming Pool	\$ 8,280	\$ 17,989	\$ 9,831	\$ 5,750	\$ 6,500			
296 PD GRT Fund	\$ 70,200	\$ 147,925	\$ 98,240	\$ 350,265	\$ 300,200			
301Water/WW/EFFL Water Refuse	\$ 3,204	\$ 4,282	\$ 13,015	\$ 1,785	\$ 1,920			
303 Veterans Wall	\$ 41,224	\$ 57,480	\$ -	\$ 51	\$ -			
304 Senior State Grant	\$ -	\$ -	\$ -	\$ 243,245	\$ 319,493			
305 Capital Imp. (General)	\$ 253,798	\$ 3	\$ -	\$ 85,244	\$ 13			
306 Capital Imp. (Jt. Utility)	\$ 1,045,399	\$ 257,794	\$ 4,643	\$ 314	\$ 300			
307 Golf Course Imp. Fund	\$ -	\$ -	\$ -					
309 Capital Imp. (USDA WWTP)	\$ 439,922	\$ 29,121	\$ 6,064,317	\$ 143,830	\$ -			
311 R & R Sewer	\$ 378	\$ 507	\$ 510	\$ 500	\$ 500			
312 R & R Airport	\$ 344,695	\$ 183,893	\$ -	\$ 72,576	\$ 173,796			
313 R & R Water	\$ 1	\$ 1	\$ 451	\$ 368	\$ 400			
315 Capital Imp. Reserves (Jt. Utility)	\$ 630	\$ 711	\$ 5,936	\$ 6,517	\$ 1,024,763			
316 Emergency Repair Reserves	\$ 90	\$ 109	\$ 468	\$ 328	\$ 330			
317 Waste Water Repair Reserves	\$ 104	\$ 130	\$ 659	\$ 642	\$ 640			
318 Electrical Const. Reserves	\$ 87	\$ 105	\$ 1,100	\$ 1,750	\$ 1,585			
320 USDA Water System Improvement	\$ -	\$ -	\$ -	\$ 9,605				
360 NMFA Projects	\$ -	\$ -	\$ -	\$ 178,126	\$ 1,011,874			
370 Water Trust Board Projects	\$ -	\$ -	\$ -		\$ 641,146			
380 Other State Funded Projects	\$ -	\$ -	\$ -	\$ 109,802	\$ 1,623,988			
501 CEMETERY	\$ 15,458	\$ 9,731	\$ 8,550	\$ 8,014	\$ 8,520			

502 JOINT UTILITY OFFICE	\$	56,455	\$	60,954	\$	52,270	\$	32,368	\$	43,800
503 ELECTRIC DIVISION	\$	6,744,717	\$	6,803,098	\$	6,736,023	\$	7,136,396	\$	7,372,133
504 WATER DIVISION	\$	955,250	\$	945,330	\$	917,279	\$	1,383,780	\$	1,452,968
505 SOLID WASTE DIVISION	\$	1,995,299	\$	2,101,128	\$	2,185,498	\$	2,217,195	\$	2,312,956
506 WASTEWATER DIVISION	\$	1,035,164	\$	1,107,661	\$	1,087,254	\$	1,190,332	\$	1,164,625
508 GOLF COURSE	\$	24,094	\$	34,625	\$	36,614	\$	44,329	\$	41,515
509 MUNICIPAL AIRPORT	\$	180,218	\$	207,735	\$	197,203	\$	176,754	\$	201,225
Total		\$17,858,348		\$17,789,682		\$23,436,473		\$18,995,633		\$23,037,869

FUND CASH BALANCE HISTORY

	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Est Actual	2021-22 Projected
101 General Fund	\$ 848,342	\$ 1,105,941	\$ 1,179,097	\$ 1,055,847	\$ 1,204,186
201 Correction Fund	12,868	14,967	15,584	16,611	7,111
209 STATE FIRE FUND	\$ 487,502	\$ 770,471	\$ 927,734	\$ 159,894	\$ 296,622
211 Law Enforcement Protection	\$ 2,791	\$ 4,625	\$ -		
214 Lodger's Tax Act	\$ 285,907	\$ 335,986	\$ 412,007		
216 Municipal Street	\$ 469,938	\$ 476,528	\$ 582,156		
294 Library Fund	\$ 8,902	\$ 7,219	\$ 41		
295 Swimming Pool	\$ 17,077	\$ 45,521	\$ 58,640		
296 PD Gross Receipts Tax	\$ 155,986	\$ 178,472	\$ 373,925	\$ 842,333	\$ 837,971
301 Impact Fees	\$ 243,224	\$ 217,859	\$ 230,875	\$ 231,400	\$ 234,580
305 Capital Improvement Fund Gen	\$ 6,484	\$ 67	\$ -	\$ 85,251	\$ 26
315 Capital Improvement Reserve	\$ 1,731,652	\$ 1,761,134	\$ 1,767,071	\$ 1,772,289	\$ 3,221,628
316 Emergency Reserve	\$ 187,076	\$ 197,598	\$ 146,059	\$ 158,867	\$ 111,719
501 Cemetery	\$ 40,142	\$ 40,470	\$ 39,437	\$ 38,539	\$ 35,059
502 Joint Utility Office	\$ 4,507	\$ 53,269	\$ 92,224	\$ 44,805	\$ 11,235
503 Electric Division	\$ 2,541,108	\$ 1,561,666	\$ 2,379,719	\$ 1,429,450	\$ 373,526
504 Water Division	\$ 369,470	\$ 321,613	\$ 552,620	\$ 653,697	\$ 344,920
505 Solid Waste Division	\$ 1,071,366	\$ 1,231,266	\$ 1,580,741	\$ 1,338,764	\$ 453,324
506 Waste Water Division	\$ 1,142,936	\$ 1,214,179	\$ 898,347	\$ 741,015	\$ 367,227
508 Golf Course	\$ 24,511	\$ 59,110	\$ 29,738	\$ 40,936	\$ 5,301
509 Municipal Airport	\$ 14,620	\$ 17,918	\$ 28,727	\$ 28,179	\$ 166
Total	\$ 9,666,409	\$ 9,615,879	\$ 11,294,742	\$ 8,637,877	\$ 7,504,601

Debt/Loans

	Loan	Annual	Interest	Annual Total
General Fund	\$ 2,475,799.00	\$ 247,644.00	\$ 24,196.00	\$ 271,840
Electric Dept	\$ 391,199.00	\$ 90,604.00	\$ 2,824.00	\$ 93,428
Fire Dept	\$ 228,113.00	\$ 28,311.00	\$ 75.00	\$ 28,386
Police Dept	\$ 368,985.00	\$ 35,104.00	\$ 904.00	\$ 36,008
Sanitation Dept	\$ 1,260,000.00	\$ 95,000.00	\$ 63,200.00	\$ 158,200
Street dept	\$ 1,124,189.00	\$ 115,000.00	\$ 6,161.00	\$ 121,161
Water	\$ 8,136,069.00	\$ 143,170.00	\$ 31,199.00	\$ 174,369
WW	\$ 2,090,000.00	\$ 41,713.00	\$ 36,464.00	\$ 78,177
Total	\$ 16,074,354.00	\$ 796,546.00	\$ 165,023.00	\$ 961,569

Total Annual & Interest **\$ 961,569.00**

Waste Water	Debt Service Reserve Arrears	\$ 34,763	2020-2021 obligation
	Short Lived Assets	\$ 856,899	
			\$ 891,662

Sierra Vista Hospital	\$ 173,000
IRS	\$ 89,180

Total **\$ 2,115,411**

CITY OF TRUTH OR CONSEQUENCES BUDGETED 101 GENERAL FUNDS RECAP

General Fund Expenditures	Fiscal Year 2021-22 Projected
1000 Governing Body	\$ 216,636
1001 City Clerk	\$ 216,559
1002 Court (See 1030 for JAF Grant and 1040 for AOC Grant)	\$ 258,413
1040 AOC (Court)	\$ 12,500
1003 City Manager	\$ 333,260
1004 Administrative Services	\$ 477,158
1005 Fire	\$ 21,500
1006 Animal Shelter	\$ 179,350
1007 Police	\$ 1,499,903
1008 Animal Control	\$ 175,842
1009 Parks & Recreation	\$ 402,553
1010 Community Development	\$ 204,914
1011 Street Department	\$ 420,319
1012 Fleet Maintenance	\$ 189,694
1013 Community Services (New Dept)	\$ 103,725
1014 Facility Management	\$ 369,231
1016 Library Department	\$ 218,036
1017 Hospital GRT Payments	\$ 269,000
1018 Utility & Insurance Exp.	\$ 647,550
Total G.F. Expend.	\$ 6,216,143

EXPENDITURE RECAP FOR GENERAL AND ENTERPRISE FUNDS

	Actual 2016-17	Actual 2017-18	Actual 2018-19	Actual 2019-20	Estimated 2020-21 (Revised)	Projected 2021-22
General Fund	\$ 4,760,295	\$ 4,988,386	\$ 5,189,472	\$ 5,553,378	\$ 5,635,191	\$ 6,216,143
201 Correction Fund	\$ 14,059	\$ 11,406	\$ 6,342	\$ 7,400	\$ 5,500	
209 STATE FIRE FUND	\$ 289,811	\$ 376,795	\$ 313,081	\$ 326,728	\$ 327,428	
211 Law Enforcement Protection	\$ 27,800	\$ 25,400	\$ 27,800	\$ 26,600	\$ -	
214 Lodger's Tax Act	\$ 332,763	\$ 371,265	\$ 339,429	\$ 352,400	\$ 300,800	
216 Municipal Street	\$ 384,058	\$ 478,386	\$ 439,680	\$ 516,348	\$ 486,348	
294 Library Fund	\$ 30,833	\$ 17,820	\$ 15,836	\$ 70,344	\$ 43,241	
295 Swimming Pool	\$ 8,280	\$ 17,989	\$ 9,831	\$ 5,750	\$ 6,500	
296 PD GRT Fund	\$ 70,200	\$ 147,925	\$ 98,240	\$ 350,265	\$ 300,200	
501 CEMETERY	\$ 9,790	\$ 9,523	\$ 9,403	\$ 9,523	\$ 9,598	\$ 12,000
502 Utility Office	\$ 277,104	\$ 337,188	\$ 429,649	\$ 454,272	\$ 473,160	\$ 509,070
503 Electric	\$ 4,363,082	\$ 5,466,541	\$ 5,270,504	\$ 5,388,114	\$ 6,592,753	\$ 6,254,484
504 Water	\$ 323,601	\$ 493,228	\$ 483,801	\$ 737,279	\$ 976,050	\$ 817,265
505 Solid Waste	\$ 1,355,507	\$ 1,069,044	\$ 1,159,282	\$ 1,823,187	\$ 2,064,123	\$ 2,296,921
506 Waste Water	\$ 698,964	\$ 995,608	\$ 830,138	\$ 839,547	\$ 981,488	\$ 957,348
508 Golf	\$ 154,439	\$ 153,949	\$ 118,511	\$ 182,389	\$ 228,266	\$ 267,132
509 Airport	281,599	313,562	366,938			
Total Expenditures All Funds	\$ 7,760,817	\$ 8,319,002	\$ 8,524,414	\$ 9,956,983	\$ 10,656,580	\$ 18,800,380

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
101	General	TRANSFER IN FROM OTHER FUNDS						
		(214) Lodgers Tax	Civic Ctr Wages	\$ -	\$ 50,000	\$ 35,000	\$ 35,000	\$ 35,000
		(217) Recreation	Closing Recreation Bank Acct			\$ 19,227		
		(296) PD GRT Fund	\$1.50 PD Raises beginning 2019-20 and \$1.50 PD Raises. Transfer not made int				\$ 52,728	\$ 52,728
		(296) PD GRT Fund	2019-20				\$ 52,728	\$ -
		(304) Senior Grants	Temporary Transfer to Cover Expenses	\$ -	\$ 20,000	\$ 45,670	\$ 243,250	
		(304) Senior Grants	Temporary Transfer to Cover Expenses 20-21					\$ 60,080
		(312) R&R Airport	Temporary Loan to Cover Expenses				\$ 7,720	
		(503) Joint Utility - Electric	Administrative Fees	\$ 1,650,000	\$ 1,650,000	\$ 1,400,000	\$ 1,290,000	\$ 1,553,987
		(504) Joint Utility - Water	Administrative Fees	\$ 100,000	\$ 100,000	\$ 50,000	\$ 40,000	\$ 340,000
		(505) Solid Waste	Administrative Fees	\$ 20,000	\$ 20,000	\$ 75,000	\$ 125,000	\$ 625,000
		(506) WW	Administrative Fees	\$ -	\$ -	\$ 100,000	\$ 90,000	\$ 90,000
		(507) Transfer Station	Admin Fee	\$ 20,000	\$ 20,000	\$ -		
			Reimb GF for \$30,000 Cares Act Grant					
		(509) Airport	(exp paid in 19-20)			\$ 30,000	\$ -	
		101 -TOTAL TRANSFERS IN		\$ 1,790,000	\$ 1,860,000	\$ 1,754,897	\$ 1,936,426	\$ 2,756,795
		TRANSFER OUT TO OTHER FUNDS						
		(201) Corrections	Deficit Coverage	\$ -	\$ -	\$ (15,000)	\$ (34,800)	\$ (35,000)
		(216) Streets	Turner Donation/McAdoo Street Project	\$ (60,000)	\$ -	\$ (26,000)		
		(217) Recreation Fund	Deficit Coverage	\$ (36,000)	\$ (42,000)	\$ -		
		(295) Municipal Pool	Deficit Coverage	\$ (180,000)	\$ (195,000)	\$ (132,000)	\$ (76,437)	\$ (188,000)
		(296) PD GRT Fund	Cover Expenses	\$ (155,000)	\$ (67,577)	\$ -		
		(296) PD GRT Fund	PY Revenues Owed & Paid off	\$ -	\$ -	\$ (300,000)	\$ (237,127)	\$ -
		(296) PD GRT Fund	19-20 Revenues Owed (partial)				\$ (43,137)	
			Temporary to Cover Reimb for SJOA					
		(304) Senior Grants	Grant 19-20			\$ (243,250)		
			Temporary to Cover Reimb for SJOA					
		(304) Senior Grants	Grant 20-21				\$ (60,080)	
		(305) Capital Improvement	Per City Code	\$ (15,000)	\$ (12,000)	\$ -		
		(312) R&R Airport	Grant Matching Funds	\$ (45,000)	\$ (25,000)	\$ (11,919)		
		(312) R&R Airport	Temporary Loan to Cover Expenses				\$ (7,720)	
		(508) Golf Course	Deficit Coverage & CI	\$ (45,000)	\$ (65,000)	\$ (65,000)	\$ (140,133)	\$ (151,437)
		(509) Municipal Airport	Deficit Coverage	\$ (110,000)	\$ (94,000)	\$ (172,708)	\$ (121,000)	\$ (144,238)
		(218) Municipal Court JAF	Repay Temporary Transfer				\$ -	
		(600) Fleet Services	General Fund Support	\$ -	\$ -	\$ -	\$ -	\$ (43,000)

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
			101 -TOTAL TRANSFERS OUT	\$ (646,000)	\$ (500,577)	\$ (965,877)	\$ (720,434)	\$ (561,675)
			101 - NET TRANSFERS	\$ 1,144,000	\$ 1,359,423	\$ 789,020	\$ 1,215,992	\$ 2,195,120
201	Corrections		TRANSFER IN FROM OTHER FUNDS					
		(296) PD Gross Receipt Tax	Care of Prisoners (Sierra Vista Hospital)					\$ 60,000
		(101) General Fund	Deficit Coverage	\$ 36,000	\$ 25,000	\$ 15,000	\$ 34,800	\$ 35,000
			201 -TOTAL TRANSFERS IN	\$ 36,000	\$ 25,000	\$ 15,000	\$ 34,800	\$ 95,000
214	Lodgers Tax		TRANSFER OUT TO OTHER FUNDS					
		(508) Golf Course	Support Golf Course	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (55,000)	\$ (55,000)
		(101) General Fund	Civic Ctr Wages	\$ -	\$ (50,000)	\$ (35,000)	\$ (35,000)	\$ (35,000)
			214 - Total Transfer OUT	\$ (55,000)	\$ (105,000)	\$ (90,000)	\$ (90,000)	\$ (90,000)
216	Street		TRANSFER IN FROM OTHER FUNDS					
		(101) General Fund	Turner Donation/McAdoo Street Project	\$ 60,000.00	\$ -	\$ 26,000.00		
		(304) Senior Grants	Closing Senior Grants Bank Acct			\$ 22,500.00		
		(316) Emergency Reserve	Street Repair, Hot and Cold Mix			\$ 15,000.00		
		(308) Capital Imp (USDA Sweeper)	PY Cash Remaining					\$ 100.00
		(317) Waste Water Reserve	Street Repair, Hot and Cold Mix			\$ 5,000.00		
		(506) Waste Water	Street Repair, Hot and Cold Mix			\$ -	\$ 15,000.00	\$ 15,000.00
		(504) Water	Street Repair, Hot and Cold Mix			\$ -	\$ 30,000.00	\$ 30,000.00
			216 -Total Transfer IN	\$ 60,000.00	\$ -	\$ 68,500.00	\$ 45,000.00	\$ 45,100.00
			TRANSFER OUT TO OTHER FUNDS					
			NMFA Colonias 2020 MSD Project					
		(360) NMFA Projects	Roadway Replacement (7009)				\$ -	\$ (100,000.00)
			216 -Total Transfer OUT	\$ -	\$ -	\$ -	\$ -	\$ (100,000.00)
			216 - NET TRANSFERS	\$ 60,000.00	\$ -	\$ 68,500.00	\$ 45,000.00	\$ (54,900.00)
217	Recreation		TRANSFER IN FROM OTHER FUNDS					
		(101) General Fund	Deficit Coverage	\$ 36,000	\$ 42,000	\$ -		
			217 -TOTAL TRANSFERS IN	\$ 36,000	\$ 42,000	\$ -	\$ -	\$ -
			TRANSFER OUT TO OTHER FUNDS					

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
		(217) Recreation	Closing Recreation Bank Acct	\$ -	\$ -	\$ (19,227)	\$ -	\$ -
		217 -TOTAL TRANSFERS OUT		\$ -	\$ -	\$ (19,227)	\$ -	\$ -
		217 - NET TRANSFERS		\$ 36,000	\$ 42,000	\$ (19,227)	\$ -	\$ -
293	Veterans Wall Perpetual Care	TRANSFER OUT TO OTHER FUNDS						
		(303) Veteran Wall	Closing Vet Wall Perp Bank Acct			\$ (13,692)		
		293 -Total Transfer OUT		\$ -	\$ -	\$ (13,692)	\$ -	
295	Municipal Pool	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund	General Fund Support	\$ 180,000	\$ 195,000	\$ 132,000	\$ 76,437	\$ 188,000
		295 -Total Transfer IN		\$ 180,000	\$ 195,000	\$ 132,000	\$ 76,437	\$ 188,000
296	PD Gross Receipts Tax Fund (GRT)	TRANSFER IN FROM OTHER FUNDS						
		PY Revenues Owed 20-21(Will Pay in						
		(101) General Fund	Full)	\$ 155,000	\$ 67,577	\$ 300,000	\$ 237,127	
		(101) General Fund	2019-20 GRT Revenues (Partial Reimb)				\$ 43,137	
		(101) General Fund	Pay Off All Prior Years					\$ -
		296 -TOTAL TRANSFER IN		\$ 155,000	\$ 67,577	\$ 300,000	\$ 280,284	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(101) General Fund	\$1.50 Raises beginning 2019-20 and beyond				\$ (52,728)	\$ (52,728)
		(101) General Fund	\$1.50 PD Raises. Transfer not made int 2019-20				\$ (52,728)	\$ -
		(201) Correction Fund	Care of Prisoners (Sierra Vista Hospital)					\$ (60,000)
		(297) PD Confidential	To replace Community Policing				\$ (10,000)	
		296 -Total Transfer OUT		\$ -	\$ -	\$ -	\$ (115,456)	\$ (112,728)
		296 - NET TRANSFERS		\$ 155,000	\$ 67,577	\$ 300,000	\$ 164,808	\$ (112,728)
297	PD Cond.	TRANSFER IN FROM OTHER FUNDS						
		(298) PD Donations	Community Policing			\$ 11,214		
		(296) PD Gross Receipts	To replace Community Policing				\$ 10,000	
		297 -Total Transfer IN		\$ -	\$ -	\$ 11,214	\$ 10,000	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(298) PD Donations	Closing PD Confid Bank Acct			\$ (1,695)		
		297 -TOTAL TRANSFER OUT		\$ -	\$ -	\$ (1,695)	\$ -	\$ -

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
			297 - Net Transfers	\$ -	\$ -	\$ 9,519	\$ 10,000	\$ -
298	PD Donations	TRANSFER IN FROM OTHER FUNDS						
		(297) PD Confid Closing PD Confid Bank Acct				\$ 1,695		
		298 -TOTAL TRANSFER IN		\$ -	\$ -	\$ 1,695		
		TRANSFER OUT TO OTHER FUNDS						
		(101) General Fund Community Police						
		(297) PD Confidential Closing PED Confid Bank Acct				\$ (11,214)		
		(201) Corrections Fund Deficit Coverage		\$ (36,000)	\$ (25,000)	\$ -		
		(403) Debt Service NMFA CAMERAS/REPEATER				\$ (20,082)		
		298 -TOTAL TRANSFER OUT		\$ (36,000)	\$ (25,000)	\$ (31,296)	\$ -	\$ -
		298-NET TRANSFERS		\$ (36,000)	\$ (25,000)	\$ (29,601)	\$ -	\$ -
302	Electrical Construction	TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division						
		(503) Electric Division Cielo Vista & Substation		\$ -	\$ 420,000	\$ -		
		(503) Electric Division Debt Pymt. TorC 6 Refinanced		\$ 118,963	\$ 118,973	\$ 50,000		
		302 -Total Transfer IN		\$ 118,963	\$ 538,973	\$ 50,000	\$ -	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(503) Electric Division NMFA Payoff/Refinance T or C 6				\$ (76,582)		
		302 -TOTAL TRANSFER OUT		\$ -	\$ -	\$ (76,582)	\$ -	\$ -
		302-NET TRANSFERS		\$ 118,963	\$ 538,973	\$ (26,582)	\$ -	\$ -
303	Veterans Wall	TRANSFER IN FROM OTHER FUNDS						
		(293) Vet Wall Perp Closing Vet Wall Perp Bank Acct				\$ 13,692		
		303 -Total Transfer IN		\$ -	\$ -	\$ 13,692	\$ -	\$ -
304	Senior Grants	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund SJOA Grant 20-21					\$ 60,080	

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
		(101) General Fund	SJOA Grant 19-20	\$ -	\$ -	\$ 243,250	\$ -	
			304 -Total Transfer IN	\$ -	\$ -	\$ 243,250	\$ 60,080	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(101) General Fund	Owes to General Fund for 19-20 PY Exp	\$ -	\$ (20,000)	\$ (45,670)	\$ (243,250)	
		(101) General Fund	Owes to General Fund for 20-21 PY Exp					\$ (60,080)
		(216) Streets	Closing Senior Grants Bank Acct			\$ (22,500)		
			304 -Total Transfer OUT	\$ -	\$ (20,000)	\$ (68,170)	\$ (243,250)	\$ (60,080)
			304 - Net Transfer	\$ -	\$ (20,000)	\$ 175,080	\$ (183,170)	\$ (60,080)
305	CI Capital Imp.	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund	Deficit Coverage	\$ 15,000	\$ 12,000	\$ -		
			305 -Total Transfer IN	\$ 15,000	\$ 12,000	\$ -	\$ -	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(101) General Fund	Closing CI General Bank Acct	\$ -	\$ -	\$ (67)	\$ -	\$ -
			305 -Total Transfer OUT	\$ -	\$ -	\$ (67)	\$ -	\$ -
			305 - Net Transfer	\$ 15,000	\$ 12,000	\$ (67)	\$ -	\$ -
306	Capital Improvement Jt. Utility	TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division	Per City Code	\$ 142,974	\$ 142,974	\$ 157,211		
		(504) Water Division	Debt Payment	\$ 141,159	\$ 141,159			
		(504) Water Division	Per City Code	\$ 20,714	\$ 20,714			
		(506) Wastewater	Per City Code	\$ 90,790	\$ 90,790	\$ 25,949		
		(506) Wastewater	Debt Service	\$ -	\$ -	\$ 7,713		
		(505) Solid Waste	Per City Code	\$ 26,926	\$ 26,926	\$ 48,312		
		(507) Landfill/Collection Ctr.	Per City Code	\$ 14,017	\$ 14,017	\$ -		
			306 -Total Transfer IN	\$ 436,580	\$ 436,580	\$ 239,185	\$ -	
307	Golf Course Imp. Fund	TRANSFER IN FROM OTHER FUNDS						
		(508) Golf Course	Deficit Coverage & CI	\$ -	\$ -	\$ -		
			307 -Total Transfer IN	\$ -	\$ -	\$ -	\$ -	
308	Capital Imp (USDA Sweeper)	TRANSFER OUT TO OTHER FUNDS						
		(216) Municipal Streets	PY Balance Remaining	\$ -	\$ -	\$ -	\$ -	\$ (100)
			307 -Total Transfer IN	\$ -	\$ -	\$ -	\$ -	\$ (100)

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
309	USDA Waste Water Treatment Plant							
		TRANSFER IN FROM OTHER FUNDS						
		(506) Waste Water Divisions Cover Fund Deficit				\$ 78,435		
		309 -Total Transfer IN		\$ -	\$ -	\$ 78,435	\$ -	\$ -
310	Emergency Repair							
		TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division Per City Code		\$ 2,500	\$ 2,500	\$ -	\$ -	
		310 -Total Transfer IN		\$ 2,500	\$ 2,500	\$ -	\$ -	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(316) Emergency Repair Closed Emergency Reserve Bank Acct				\$ (62,439)		
		310 -Total Transfer OUT		\$ -	\$ -	\$ (62,439)	\$ -	\$ -
		310 -Net Transfer		\$ 2,500	\$ 2,500	\$ (62,439)	\$ -	\$ -
312	R & R Airport							
		TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund Grant Matching Funds		\$ 45,000	\$ 25,000	\$ 11,919	\$ -	
		(101) General Fund Temporary Loan to cover expenses					\$ 7,720	
		NMDOT Aviation Division Electrical Vault						
		(315) Capital Improvement Reserve Design Construction		\$ -	\$ -	\$ -	\$ -	\$ -
		312 -Total Transfer IN		\$ 45,000	\$ 25,000	\$ 11,919	\$ 7,720	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(101) General Fund Temporary Loan to cover expenses					\$ (7,720)	
		312 -Total Transfer OUT		\$ -	\$ -	\$ -	\$ (7,720)	\$ -
		312 -Net Transfer		\$ 45,000	\$ 25,000	\$ 11,919	\$ -	\$ -
313	R & R Water							
		TRANSFER IN FROM OTHER FUNDS						
		(504) Water Division Bank Activity		\$ -	\$ -	\$ -		
		313 -Total Transfer IN		\$ -	\$ -	\$ -	\$ -	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(316) Emergency Repair Reserve Closed R&R Water Bank Acct				\$ (1,887)		
		313 -Total Transfer OUT		\$ -	\$ -	\$ (1,887)	\$ -	\$ -
		313 -Net Transfer		\$ -	\$ -	\$ (1,887)	\$ -	\$ -
314	CDBG							
		TRANSFER OUT TO OTHER FUNDS						

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
		(504) Water	Closed CDBG Bank Account			\$ (276,341)		
		(506) WWTP	Closed CDBG Bank Account			\$ (50,000)		
		313 -Total Transfer OUT		\$ -	\$ -	\$ (326,341)	\$ -	\$ -
	Capital Improvement Jt.							
315	Utility	TRANSFER IN FROM OTHER FUNDS						
		(506) Waste Water Division	Per City Code	\$ 23,605	\$ 23,605	\$ -		
		(503) Electric Division	Per City Code 14-35 b				\$ 154,839	\$ 160,569
		(504) Water Department	Per City Code 14-35 b				\$ 20,639	\$ 31,135
		(505) Solid Waste	Per City Code 14-35 b				\$ 49,018	\$ 49,887
		(506) Waste Water	Per City Code 14-35 b				\$ 24,463	\$ 24,901
		315 -Total Transfer IN		\$ 23,605	\$ 23,605	\$ -	\$ 248,959	\$ 266,492
		TRANSFER OUT TO OTHER FUNDS						
		(370) Water Trust Board Project	Project: NMFA Water Trust Board Booster Station and Austin St. Improvements (7008)	\$ -	\$ -	\$ -	\$ -	\$ (71,000)
		(312) Other Federal Funded Projects	NMDOT Aviation Division Electrical Vault Design Construction	\$ -	\$ -	\$ -	\$ -	
		(360) NMFA Projects	Project: NMFA Colonias 2019 City-Wide Water Preliminary Engineering Report	\$ -	\$ -	\$ -	\$ (9,000)	
		315 -Total Transfer OUT		\$ -	\$ -	\$ -	\$ (9,000)	\$ (71,000)
		315 - Net Transfers		\$ 23,605	\$ 23,605	\$ -	\$ 239,959	\$ 195,492
	Emergency Repair							
316	Reserve	TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division	Per City Code 14-35 c				\$ 3,125	\$ 3,125
		(504) Water Division	Per City Code 14-35 c	\$ 2,500	\$ 2,500	\$ 10,000	\$ 3,125	\$ 3,125
		(505) Solid Waste Division	Per City Code 14-35 c	\$ 2,500	\$ 2,500	\$ -	\$ 3,125	\$ 3,125
		(506) Waste Water Division	Per City Code 14-35 c	\$ 2,500	\$ 2,500	\$ -	\$ 3,125	\$ 3,125
		(507) Solid Waste Collection Center	Per City Code	\$ 2,500	\$ 2,500	\$ -	\$ -	
		(310) Emergency Reserve	Closed Emergency Reserve Bank Acct			\$ 62,439		
		(313) R&R Water	Closed R&R Water Bank Acct			\$ 1,887		
		316 -Total Transfer IN		\$ 10,000	\$ 10,000	\$ 74,326	\$ 12,500	\$ 12,500
		TRANSFER OUT TO OTHER FUNDS						
		(216) Municipal Streets	Street Repair, Hot and Cold Mix			\$ (15,000)		

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
			316 -Total Transfer OUT	\$ -	\$ -	\$ (15,000)	\$ -	\$ -
			316 - Net Transfer	\$ 10,000	\$ 10,000	\$ 59,326	\$ 12,500	\$ 12,500
317	Waste Water R&R	TRANSFER IN FROM OTHER FUNDS						
		(216) Municipal Streets						
		(506) Waste Water Per City Code 14-35 d		\$ 15,776	\$ 15,776	\$ 10,000	\$ 19,027	\$ 19,368
			317 -Total Transfer IN	\$ 15,776	\$ 15,776	\$ 10,000	\$ 19,027	\$ 19,368
		TRANSFER OUT TO OTHER FUNDS						
		(216) Municipal Streets Street Repair, Hot and Cold Mix				\$ (5,000)		
			317 -Total Transfer OUT	\$ -	\$ -	\$ (5,000)	\$ -	\$ -
			317 - Net Transfer	\$ 15,776	\$ 15,776	\$ 5,000	\$ 19,027	\$ 19,368
318	Electrical Reserve	TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division Per City Code 14-35 e		\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
			318 -Total Transfer IN	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
		TRANSFER OUT TO OTHER FUNDS						
		(503) Electric Division Cash Needed for Expenditures					\$ (123,000)	
			318 -Total Transfer OUT	\$ -	\$ -	\$ -	\$ (123,000)	\$ -
			318 - Net Transfer	\$ 10,000	\$ 10,000	\$ 10,000	\$ (113,000)	\$ 10,000
360	NMFA Projects	TRANSFER IN FROM OTHER FUNDS						
		Project: NMFA Colonias 2019 City-Wide Water Preliminary Engineering Report						
		(315) Capital Improvement Reserve (7000)		\$ -	\$ -	\$ -	\$ 9,000	\$ -
		Project: NMFA Colonias 2020 MSD						
		(216) Municipal Street Fund Project Roadway Replacement (7009)		\$ -	\$ -	\$ -	\$ -	\$ 100,000
			360 -Total Transfer IN	\$ -	\$ -	\$ -	\$ 9,000	\$ 100,000
370	Water Trust Board	TRANSFER IN FROM OTHER FUNDS						
		Project: NMFA Water Trust Board Booster Station and Austin St.						
		(315) Capital Improvement Reserve Improvements (7008)		\$ -	\$ -	\$ -	\$ -	\$ 71,000
			370 -Total Transfer IN	\$ -	\$ -	\$ -	\$ -	\$ 71,000

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
380	Other State Funded Projects	TRANSFER IN FROM OTHER FUNDS						
		Project: NMDOT Aviation Division Airfield Maintenance and Consumable						
		(509) Airport Items (7005)		\$ -	\$ -	\$ -	\$ -	\$ 2,189
			380 -Total Transfer IN	\$ -	\$ -	\$ -	\$ -	\$ 2,189
403	Debt Service	TRANSFER IN FROM OTHER FUNDS						
		(296) PD GRT NMFA CAMERAS/REPEATER		\$ -	\$ -	\$ 20,082		
		(503) Electric Division Debt Pymt. NMFA PPRF-4967		\$ -	\$ -	\$ 90,428	\$ 98,948	\$ 93,639
		(504) Water Division Debt Pymt. NMFA PPRF-4967		\$ -	\$ -	\$ 25,224	\$ 27,601	\$ 26,120
		(504) Water Division Debt Payment (NMFA TorC 2,17,18,19,22)		\$ -	\$ -	\$ -	\$ 216,227	\$ 115,991
		(504) Water Division Debt Pymt DW4794						\$ 31,866
		(504) Water Division Debt Pymt CIF-4927						\$ 450
		(505) Solid Waste Division Capital One Revenue Bond		\$ 115,488	\$ 116,205	\$ 117,848	\$ 119,293	\$ 115,540
		(506) Waste Water Division Debt Service (NMFA TorC 24,27)		\$ -	\$ -	\$ -	\$ 7,713	\$ 7,713
		(506) Waste Water Division Debt Service USDA Loan \$715,000		\$ -	\$ -	\$ -	\$ -	\$ 24,196
		(506) Waste Water Division Debt Service USDA Loan \$315,000		\$ -	\$ -	\$ -	\$ -	\$ 11,481
		(506) Waste Water Division Debt Service-USDA Loan 9 (\$910,000)		\$ -	\$ -	\$ -	\$ 35,147	\$ 34,787
			403 -Total Transfer IN	\$ 115,488	\$ 116,205	\$ 253,582	\$ 504,929	\$ 461,783
502	Utility Office	TRANSFER IN FROM OTHER FUNDS						
		(503) Electric Division Administrative Fees		\$ 48,200	\$ 82,130	\$ 109,740	\$ 98,343	\$ 107,925
		(504) Water Division Administrative Fees		\$ 86,200	\$ 82,130	\$ 59,740	\$ 98,343	\$ 107,925
		(505) Solid Waste Division Administrative Fees		\$ 48,200	\$ 82,130	\$ 159,741	\$ 98,343	\$ 107,925
		(506) Waste Water Division Administrative Fees		\$ 48,200	\$ 82,130	\$ 109,740	\$ 98,343	\$ 107,925
		(507) Landfill/Collection Center Administrative Fees		\$ 48,200	\$ 82,130	\$ -	\$ -	
			502 -Total Transfer IN	\$ 279,000	\$ 410,650	\$ 438,961	\$ 393,372	\$ 431,700
503	Electric Division	TRANSFER IN FROM OTHER FUNDS						
		(302) Electrical Construction NMFA Payoff/Refinance T or C 6				\$ 76,582		
		(318) Electrical Const Reserves Cash Needed for Expenditures					\$ 123,000	
		(503) NMSTO Investment To Operating Fund for Expenditures					\$ 283,416	
			503 -Total Transfer IN	\$ -	\$ -	\$ 76,582	\$ 406,416	\$ -

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
TRANSFER OUT TO OTHER FUNDS								
	(101) General Fund	Administrative Fees		\$ (1,650,000)	\$ (1,650,000)	\$ (1,400,000)	\$ (1,290,000)	\$ (1,553,987)
	(302) Electrical Construction	Cielo Vista & Substation		\$ -	\$ (420,000)		\$ -	
	(302) Electrical Construction	Debt Pymt. TorC 6 Refinanced				\$ (50,000)	\$ -	
	(306) Capital Improvement Jt. Utility	Per City Code		\$ (142,974)	\$ (142,974)	\$ (157,211)	\$ -	
	(310) Emergency Repair Fund	Per City Code		\$ (2,500)	\$ (2,500)	\$ -	\$ -	
	(315) Capital Improvement Reserve	Per City Code 14-35 b					\$ (154,839)	\$ (160,569)
	(316) Emergency Repair Reserve	Per City Code 14-35 c					\$ (3,125)	\$ (3,125)
	(318) Electrical Repair Reserves	Per City Code 14-35 e		\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)	\$ (10,000)
	(403) NMFA Loan Debt Service	Debt Pymt. NMFA PPRF-4967		\$ (118,963)	\$ (118,973)	\$ (90,428)	\$ (98,948)	\$ (93,639)
	(502) Joint Utility Office	Administrative Fees		\$ (48,200)	\$ (82,130)	\$ (109,740)	\$ (98,343)	\$ (107,925)
	(503) NMSTO Investment	To Operating Fund for Expenditures					\$ (283,416)	\$ -
	503 Total Transfer OUT			\$ (1,972,637)	\$ (2,426,577)	\$ (1,817,379)	\$ (1,938,671)	\$ (1,929,245)
	503 - Net Transfers			\$ (1,972,637)	\$ (2,426,577)	\$ (1,740,797)	\$ (1,532,255)	\$ (1,929,245)
504	Water Division	TRANSFER IN FROM OTHER FUNDS						
		(314) CDBG	Closed CDBG Bank Account			\$ 276,341		
	504 -Total Transfer IN			\$ -	\$ -	\$ 276,341	\$ -	\$ -
TRANSFER OUT TO OTHER FUNDS								
	(101) General Fund	Administrative Fees		\$ (100,000)	\$ (100,000)	\$ (50,000)	\$ (40,000)	\$ (340,000)
	(301) WWWW Effluent	Bank Inactivity		\$ -	\$ -	\$ -		
	(403) Debt Service	Debt Pymt. NMFA PPRF-4967				\$ (25,224)	\$ (27,601)	\$ (26,120)
		Debt Payment (NMFA TorC						
	(403) Debt Service	2,17,18,19,22)					\$ (216,227)	\$ (115,991)
	(403) Debt Service	Debt Pymt DW4794						\$ (31,866)
	(403) Debt Service	Debt Pymt CIF-4927						\$ (450)
	(502) Joint Utility Office	Administrative Fees		\$ (86,200)	\$ (82,130)	\$ (59,740)	\$ (98,343)	\$ (107,925)
	(306) Capital Improvement Jt. Utility	Per City Code		\$ (141,159)	\$ (141,159)			
	(306) Capital Improvement Jt. Utility	Debt Pymt.		\$ (20,714)	\$ (20,714)			
	(315) Capital Improvement Reserve	Per City Code 14-35 b					\$ (20,639)	\$ (31,135)
	(313) R&R Water Fund	Bank Activity		\$ -	\$ -	\$ -		
	(316) Emergency Repair Fund	Per City Code 14-35 c		\$ (2,500)	\$ (2,500)	\$ (10,000)	\$ (3,125)	\$ (3,125)
	(216) Streets	Street Repair, Hot and Cold Mix					\$ (30,000)	\$ (30,000)
	504 - Total Transfers OUT			\$ (350,573)	\$ (346,503)	\$ (144,964)	\$ (435,935)	\$ (686,612)
	504 NET TRANSFERS			\$ (350,573)	\$ (346,503)	\$ 131,377	\$ (435,935)	\$ (686,612)

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
505	Solid Waste Division	TRANSFER IN FROM OTHER FUNDS						
		(507) Landfill/Collection Ctr.	Close Transfer Station Bank Account			\$ 386,964		
		505 - Total Transfer IN				\$ 386,964	\$ -	\$ -
		TRANSFER OUT TO OTHER FUNDS						
		(403) Pledge Debt Service	Capital One Revenue Bond	\$ (115,488)	\$ (116,205)	\$ (117,848)	\$ (119,293)	\$ (115,540)
		(502) Joint Utility Office	Administrative Fees	\$ (48,200)	\$ (82,130)	\$ (159,741)	\$ (98,343)	\$ (107,925)
		(101) General Fund	Administrative Fees	\$ (20,000)	\$ (20,000)	\$ (75,000)	\$ (125,000)	\$ (625,000)
		(507) Landfill/Collection Ctr.	Fund Deficit	\$ -				
		(306) Capital Improvement Jt. Utility	Per City Code	\$ (26,926)	\$ (26,926)	\$ (48,312)		
		(315) Capital Improvement Reserve	Per City Code 14-35 b				\$ (49,018)	\$ (49,887)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (2,500)	\$ (2,500)	\$ -	\$ (3,125)	\$ (3,125)
		505 - Total Transfers OUT		\$ (213,114)	\$ (247,761)	\$ (400,901)	\$ (394,779)	\$ (901,477)
		505 - NET TRANSFERS		\$ (213,114)	\$ (247,761)	\$ (13,937)	\$ (394,779)	\$ (901,477)
506	Waste Water Division	TRANSFER IN FROM OTHER FUNDS						
		(314) CDBG	Closed CDBG Bank Account			\$ 50,000		
		506 Total Transfer IN		\$ -	\$ -	\$ 50,000	\$ -	\$ -
		(101) General Fund	Administrative Fee	\$ -	\$ -	\$ (100,000)	\$ (90,000)	\$ (90,000)
		(502) Joint Utility Office	Administrative Fee	\$ (48,200)	\$ (82,130)	\$ (109,740)	\$ (98,343)	\$ (107,925)
		(306) Capital Improvement Jt. Utility	Per City Code	\$ (90,790)	\$ (90,790)	\$ (25,949)		
		(306) Capital Improvement Jt. Utility	Debt Service			\$ (7,713)		
		(403) Debt Service	Debt Service (NMFA TorC 24,27)				\$ (7,713)	\$ (7,713)
		(403) Debt Service	Debt Service-USDA Loan 9 (\$910,000)				\$ (35,147)	\$ (34,787)
		(506) Waste Water Division	Debt Service USDA Loan \$715,000	\$ -	\$ -	\$ -	\$ -	\$ (24,196)
		(506) Waste Water Division	Debt Service USDA Loan \$315,000	\$ -	\$ -	\$ -	\$ -	\$ (11,481)
		(309) USDA WWTP	Fund Deficit	\$ -	\$ -	\$ (78,435)		
		(315) Capital Improvement Jt. Utility	Per City Code 14-35 b	\$ (23,605)	\$ (23,605)	\$ -	\$ (24,463)	\$ (24,901)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (2,500)	\$ (2,500)	\$ -	\$ (3,125)	\$ (3,125)
		(317) Waste Water Repair Reserves	Per City Code	\$ (15,776)	\$ (15,776)	\$ (10,000)	\$ (19,027)	\$ (19,368)
		(216) Streets	Street Repair, Hot and Cold Mix				\$ (15,000)	\$ (15,000)
		506 - Total Transfers OUT		\$ (180,871)	\$ (214,801)	\$ (331,837)	\$ (292,818)	\$ (338,496)
		506 - Net Transfers		\$ (180,871)	\$ (214,801)	\$ (281,837)	\$ (292,818)	\$ (338,496)
507	Landfill	TRANSFER OUT TO OTHER FUNDS						
		(502) Joint Utility Office	Administrative Fee	\$ (48,200)	\$ (82,130)	\$ -		
		(101) General Fund	Administrative Fee	\$ (20,000)	\$ (20,000)	\$ -		

CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

2021-2022

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2017-18 Actual	Fiscal Year 2018-19 Actual	Fiscal Year 2019-20 Actual	Fiscal Year 2020-21 Budgeted	Fiscal Year 2021-22 Projected
		(505) Solid Waste Division	Close Transfer Station Bank Account	\$ -	\$ -	\$ (386,964)		
		(306) Capital Improvement Jt. Utility	Per City Code	\$ (14,017)	\$ (14,017)	\$ -		
		(316) Emergency Repair Fund	Per City Code	\$ (2,500)	\$ (2,500)	\$ -		
		507 -Total Transfer OUT		\$ (84,717)	\$ (118,647)	\$ (386,964)	\$ -	\$ -
508	Golf Course	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund	Deficit Coverage	\$ 45,000	\$ 65,000	\$ 65,000	\$ 140,133	\$ 151,437
		(214) Lodgers Tax	Deficit Coverage	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
		508 -Total Transfer IN		\$ 100,000	\$ 120,000	\$ 120,000	\$ 195,133	\$ 206,437
		TRANSFER OUT TO OTHER FUNDS						
		(307) Golf Course Improvement Fund	Capital Improvement Reserve	\$ -	\$ -	\$ -		
		508 -Total Transfer OUT		\$ -	\$ -	\$ -	\$ -	\$ -
		508 - Net Transfers		\$ 100,000	\$ 120,000	\$ 120,000	\$ 195,133	\$ 206,437
509	Airport	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund	General Fund Support	\$ 110,000	\$ 94,000	\$ 172,708	\$ 121,000	\$ 144,238
		509 -Total Transfer IN		\$ 110,000	\$ 94,000	\$ 172,708	\$ 121,000	\$ 144,238
		TRANSFER OUT TO OTHER FUNDS						
		Project: NMDOT Aviation Division	Airfield Maintenance and Consumable					
		(30800) Other State Funded Projects	Items (7005)	\$ -	\$ -	\$ -	\$ -	\$ (2,189)
			Reimb GF for \$30,000 Cares Act Grant					
		(101) General Fund	21 (exp paid in 19-20) Did not happen in 20-	\$ -	\$ -	\$ (30,000)		
		509 -Total Transfer OUT		\$ -	\$ -	\$ (30,000)	\$ -	\$ (2,189)
		509 - Net Transfers		\$ 110,000	\$ 94,000	\$ 142,708	\$ 121,000	\$ 142,049
600	Fleet Services	TRANSFER IN FROM OTHER FUNDS						
		(101) General Fund	General Fund Support					\$ 43,000
		600 -Total Transfer IN		\$ -	\$ -	\$ -	\$ -	\$ 43,000
				\$ 84,717.00	\$ 118,647.00	\$ (67.00)	\$ -	\$ -

7. Discussion/Action: Extension of the services contract between the City of Truth or Consequences, and Integrated Technologies Group, LLC:

City Manager Swingle explained that the contract with Integrated Technologies Group expires on June 30, 2021. We usually do an RFP and go out and look at other companies. However, at the moment we do not have a Procurement Officer. Once we do hire somebody, it will take the Procurement Officer a little time to get up to speed. So with that being said, we are asking for a 90 extension to continue services with Integrated Technologies Group. The terms of the existing contract will remain the same with a monthly fee of \$4,583.33. Total cost is \$13,750 for the 90 days.

Commissioner Luna moved to approve the extension of the services contract between the City of Truth or Consequences, and Integrated Technologies Group, LLC. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Joint Powers Agreement (JPA) between NMML/NMSIF and the City of Truth or Consequences:

City Manager Swingle explained that this is the Joint Powers Agreement (JPA) between NMML/NMSIF and the City of Truth or Consequences. All Municipalities are a part of the New Mexico Municipal League/New Mexico Self Insurers Fund, and they are being asked to ratify the New Mexico Municipal League's Board's decision to change the bylaws. This is the first change in over 30 years to the JPA, so that says something about the original document. Their goal is to take measures to ensure equity, transparency, and accountability with the changes to the JPA. He then reviewed the details of the JPA.

Commissioner Luna moved to approve the Joint Powers Agreement (JPA) between NMML/NMSIF and the City of Truth or Consequences. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of Chief of Police contract and lease agreement:

City Manager Swingle explained that this contract is for the Chief of Police who is scheduled to start on July 6, 2021. The contract is similar to the contracts we've had with prior Police Chiefs. The starting salary is \$77,000 and the evaluation criteria is consistent with other employment contracts.

Commissioner Luna moved to approve Chief of Police employment contract. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

City Manager Swingle explained that the Chief of Police has looked for housing, and has not been able to find anything. The agreement is for 12 months and the fair market value of the house is estimated to be \$500 a month for the apartment. The Police Chief will be responsible for his utilities.

Commissioner Baca moved to approve Chief of Police lease agreement. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Approval of contract for Steven Sage as the appointed Public Defender Attorney for the Municipal Court:

City Attorney Rubin explained that this is an annual public defender contract that we have been using for the Municipal Court for many years. We are required to have a public defender on contract and that is what this accomplishes.

Commissioner Luna moved to approve the contract for Steven Sage as the appointed Public Defender Attorney for the Municipal Court. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

11. Discussion/Action: Approval of 90-day extension of the Airport tenant lease:

City Manager Swingle explained that a Police Office has been residing at the mobile home located at the Airport. This contract is expired, and we need to do some serious renovations to the property. The Officer is aware of it, and he has a place to go. We are giving him 90 days to find another place to stay and move his stuff out so we can take care of the things that need to be taken care of on the building. Most recently we had some flooding in the building with minor flood damage that we need to address as well as other things. The trailer will be available after that, and we will approach the Commission with a new contract.

Commissioner Luna moved to approve the 90-day extension of the Airport tenant lease. Mayor Pro-tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

12. Discussion/Action: Direction of City Advisory Boards:

Commissioner Luna explained that we have had some prior discussion during budget, about the issues that we are having with the advisory boards. There was discussion about completely doing away with them, or modifying them. We have also had ideas of having one Commissioner Chair an Advisory Board. She asked that this be placed on the agenda so they can have some formal discussion about this because it appears that there is a lack of continuity between some of the boards, and some Roberts Rules of Order that some of the boards are not following.

City Clerk Torres explained that all of our boards have an ordinance of what we need to follow for each board, so if anything is changed we will have to amend the ordinances with the implemented changes.

City Manager Swingle stated that there is a concern of having a Commissioner administer the advisory boards because you appoint them as advisory boards for the Commission. It would also be an issue of public perception.

Commissioner Aragon would like us to consider having the Municipal League do some sort of training for the boards.

City Manager Swingle stated that he has been to every board meeting since he has started, and for one it is hard to find that many volunteers. He has had people tell him that we have had members on boards that were basically there to address an issue that they were specifically in that affected them. We have also had vacancies that we cannot fill. We have an awful lot of boards, and we have very few citizens who are willing to serve on the boards, and provide meaningful input. When you have that change over that we are experiencing with board members, you can't train them enough to go over Roberts Rules of Order and parliamentary procedures, and the combination of both. There is also the governmental conduct act that they need to be trained on. A new approach needs to be taken. He does not know what that approach is at this point. The boards need to be focused on the best interest of the entire city.

Commissioner Luna stated that there has been conversation of completely eliminating the advisory boards, and she thinks that would be a dis-service to our residents because we do want that input. If we did away with the things that the advisory boards look at we would be here for 8 hours every single week. She would like to maybe have a workshop at another time and ask the members of the boards for their input. She doesn't mean this with any disrespect to anyone, but we cannot have someone running rogue on a board with their own self-interest all of the time. She does not know if on the ordinances if there is any way to dismiss a board member who is causing havoc within that board.

Mayor Pro- Tem stated that she previously suggested that a representative of each board come and do a brief report before the Commission.

CITY COMMISSION JUNE 23, 2021 REGULAR MEETING MINUTES

City Clerk Torres explained that our Planning & Zoning Chairman is new, but he is very eager to learn so she typed him step by step instructions of how to administer the meetings.

Commissioner Luna feels that those written instructions will be beneficial to all of the boards.

No action was taken on this item.

13. Discussion/Action: Possible re-organization of City Representatives who serve on the Sierra Vista Hospital Joint Powers Commission (JPC):

City Clerk Torres explained that she added the next 4 items were added to the agenda to give the Commission the opportunity to switch board members on the boards listed should they wish to do so. The re-organization usually takes place after an Election where a Commissioner is no longer serving on the Governing Body.

Commissioner Luna made a motion to leave the members as is until after the Election. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Possible re-organization of City Representatives who serve on the South-Central Council of Governments (SCCOG) and the Regional Planning Organization (RPO):

Commissioner Luna made a motion to leave the members as is until after the Election. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Possible re-organization of City Representatives who serve on the Sierra County Recreation & Tourism Advisory Board:

Commissioner Luna made a motion to leave the members as is until after the Election. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

16. Discussion/Action: Possible re-organization of City Representatives who serve on the Spaceport America Committee:

Commissioner Luna made a motion to leave the members as is until after the Election. Commissioner Aragon seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. REPORTS:

City Manager Swingle reported the following:

- Due to the drought conditions, and the high temperatures we've had, water production is not keeping pace with community consumption. We have asked the community to reduce water usage to the best extent that they can for the short term. He also directed city departments to discontinue irrigation services, and things like that. This is a very short term issue. We contacted a number of high water users, and asked them to commit to decreasing their water usage, and everyone was supportive of helping out. Water/Wastewater Director Jesse Cole informed him that we were able to make a little gain on water storage today so that is positive news. The contractor is onsite doing the work today. We were doing an RFP for Restoration services on Well #6 and Well #7. With the emergency situation, it is not practical for us to wait. We will be working on Well #7 today and tomorrow to repair the well. We should have our water capacity back up next week. Well #6 will be addressed through an RFP because it is not in crisis mode.
- He received some kudos for various departments. A nice card was sent to Ryan in parks for helping with their alley. Parks Department and the Electric Department helped clean up a mess that was in the alley.
- Willie Montoya and Chris Rees from the Electric Department graduated from the Merchant job training and safety program. Historically there was a pay increase associated with this accomplishment, but the Commissioners have frozen that, so that is not taking place at this time.
- We have a company with our powers that we are receiving revenue from for a tower. The company is wanting to extend an offer to us and give us a lump sum of cash. If we enter into a 99 year easement with them they are willing to give us \$47,500 and if it is a 30 year easement they are willing to give us \$31,000. If you would like to invite either of these proposals, we can add it to the next agenda, but we will be taking a net loss over time.
- We have two billboards in the county that the city funds, and he is assuming that we are paying for these out of Lodgers Tax. The New Mexico True billboards are \$840 a month for both billboards. He asked the Commission if they would like for us to continue paying for them. The contract expired years ago, and we've been going on a month to month basis.

The Commission would like to move forward with renewing the contract.

City Attorney Rubin reported the following:

- There is a file in motion to dismiss the lawsuit against us from Hot Springs Land Development. The basis of the motion was that this case has been dragging on for so long, and there really hadn't been any action, and nothing has been filed with the courts over the past 2 years. He has been in touch with the New Mexico Self insurers fund about a possible resolution, and they seem pretty positive about it.

City Commission Reports:

Commissioner Aragon reported the following:

- He commented on the public comment regarding signage at Rotary Park. He think that is something that is do-able.
- The public comment regarding the wake on the river. That is an enforcement issue with the parks, and they will not enforce the regulation if there are no people who would be impacted by it.
- He is having a Town Hall Meeting on June 30, 2021 at 5:30 p.m. here in the Commission Chambers. It will be for new ideas that have never been discussed, and a vision of what the community wants us to do.

Commissioner Baca had no report.

Commissioner Luna reported the following:

- There will be a community open house here in the Commission Chambers on June 24, 2021 from 5:30 p.m. to 7:30 p.m. The purpose of the open house is to develop a river walk feasibility study. The community is encouraged to participate.
- In regards to the water on the wake. This has been an issue for a while now, and she thinks that it boils down to the fact that we have no jurisdiction over the river. We get to enjoy it, and use it, but at the end of the day, the City of T or C has no jurisdiction. It is not our water, and it is not our right to enforce the rule. The only thing we were able to do is put no wake signs up.
- We touched on a few items today for the need to re-design who our Public Information Officer is. We need to get out the urgencies, and ideas of how to conserve water. The City Manager has far too much on his plate to be the one who is responsible for that. The Chief Deputy was tasked under the previous City Manager as being the PIO, but she is also far too busy to be the PIO. We need to revamp it, and she feels that the departments should be responsible for posting information for their departments.
- She apologized to the Commission, staff and residents because we have far too many important things happening and that need addressed for any of the time of this Commission Meeting to be taken up with personal attacks by people who have vendettas against her. She apologizes to each of you that the vendettas people have against her are taking time away from these meetings.

Mayor Pro-Tem Forrister reported the following:

- She thanked everyone for their reports, and baring with her with the first meeting she has had to run.

J. EXECUTIVE SESSION:

1. **Threatened & Pending Litigation (Erica Baker & Michael Lanford) pursuant to 10-15-1(H.7).**

Commissioner Luna made a motion to go into executive session at 12:10 p.m. to discuss Threatened & Pending Litigation (Erica Baker & Michael Lanford) pursuant to 10-15-1(H.7). Commissioner Baca seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Forrister reconvened the meeting in open session at 12:32 p.m.

Commissioner Luna certified that only matters pertaining to Threatened & Pending Litigation (Erica Baker & Michael Lanford) pursuant to 10-15-1(H.7) was discussed in Executive Session and no action was taken.

K. ADJOURNMENT:

Mayor Pro-Tem Forrister moved to adjourn at 12:33 p.m. Commissioner Luna seconded the motion. Motion carried unanimously.

Passed and Approved this 14th day of July, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Airport Advisory Board Minutes for April 6, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 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 7-14-2021

**AIRPORT ADVISORY BOARD MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

REGULAR MEETING

TUESDAY, APRIL 6, 2021

TIME & PLACE:

The Airport Advisory Board of the City of Truth or Consequences, New Mexico met in Regular Session in full conformity with the law and ordinances of said Board, at the Truth or Consequences City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, April 6, 2021 at 4:00 P.M.

PRESIDING OFFICER:

The meeting was called to order by Chairman Gerald LaFont, and Lisa Gabaldon acted as Secretary.

ATTENDANCE:

Upon calling the roll, the following members were reported present:

Present:

Gerald Lafont, Chairman
Mark Shipley, Vice-Chairman - ABSENT
David Senn, Member
Larry W. Mullenax, Member
Bill Weddle, Member

Also Present:

Traci Alvarez, Acting City Manager – Via Phone
Chad Rosacker, Airport Manager – Via Phone
Lisa Gabaldon, Secretary

QUOROM:

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

PLEDGE OF ALLEGIANCE:

Chairman Lafont led the Pledge of Allegiance.

APPROVAL OF AGENDA:

Chairman Lafont called for approval of the agenda.

Member Mullenax moved to approve the agenda. Member Weddle seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES:

- a. Regular Meeting of Tuesday, March 2, 2021

Chairman Lafont called for approval of the minutes for Tuesday, March 2, 2021.

Member Mullenax moved to approve the minutes as submitted. Member Senn seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC (3 minute rule applies):

None.

NEW BUSINESS:

a) Discussion/Update: Airport Manager Update. Chad Rosacker, Airport Manager
Chad Gave the following updates: the electrical vault is underway, they have started surveying areas for campsites, they have reduced fuel prices by \$1.00, and the air traffic has increased by 48% from March 2020.

b) Discussion/Update: Water System Update. Larry Mullenax, Airport Advisory Board

Traci advised the board that there was no update since the last meeting that Alfredo Holguin with Wilson & Company had attended, as well as Jesse Cole with Water/Waste Water. She said that she would update them regarding the grant when she has further information.

c) Discussion/Update: 'Unleaded MOGAS' availability from B&H Oil Co. Larry Mullenax, Airport Advisory Board

Member Weddle brought up that he had just learned that MOGAS may not be available to the airport due to some guidelines that are in place.

COMMENTS FROM THE BOARD:

None.

COMMENTS FROM STAFF:

Traci advised the board of the following items: Bruce Swingle has been hired as the new City Manager. When it comes to any items wanted on the agenda as far as questions go, please bring them to Chad or Traci first, as they may be able to answer them and there will be no need to add them to the agenda. The fuel trucks are down for maintenance, and Jet A truck is scheduled to be back on 04/07/2021.

ADJOURNMENT:

There being no further business to come before the board, Chairman Gerald Lafont asked for a motion to adjourn the meeting.

Member Senn made a motion to adjourn the meeting. Member Mullenax seconded the motion. Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 6th day of July, 2021.


Gerald LaFont, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.3

SUBJECT: Acknowledge Regular Public Utility Advisory Board Minutes for May 17, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 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 7-14-2021

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, MAY 17, 2021**

MINUTES

REGULAR MEETING

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, May 17, 2021 at 5:30 pm.

CALL TO ORDER

ROLL CALL:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman – ABSENT
Ron Pacourek, Member
Gil Avelar, Member
Don Armijo, Member

ALSO PRESENT

Bruce Swingle, City Manager
Traci Alvarez, Community Development Director
Alfredo Holguin, Wilson & Company
Bo Easley, Electric Department Director
Sonya Williams, Utility Office Manager
Pricilla Fuentes, Electric Department Administrative Assistant
Dawn C. Barclay – Deputy City Clerk

1. APPROVAL OF AGENDA

Member Pacourek made a motion to approve the agenda. Member Armijo seconded.
Motion carried unanimously.

2. APPROVAL OF MINUTES:

a. Regular meeting of April 19, 2021.

Member Pacourek made a motion to approve the minutes. Member Avelar seconded.
Motion carried unanimously.

3. COMMENTS FROM THE PUBLIC: (3 Minute rule applies)

Ariel Dougherty – Was present and addressed the board in person. She would like to continue to supply the utility department a photograph of her electric meter as proof of customer supplied readings. She requested that there be no additional charges to accounts that supply their own meter readings.

Ron Fenn – Was present and addressed the board in person. He began with the utility charge for not having a smart meter. He provided a handout to board which was a proposed contract between himself and the city along with a billing proposal. He requested to be added to next month's meeting agenda. He went on to address the inadequate invoicing regarding lack of proper information on the utility bills. He offered to work with the utility department to help design a new format for the monthly customer bill.

Susie Crow – Addressed the board remotely. Her comments are attached and made part of these minutes.

4. OLD BUSINESS:

- a. Discussion/Action: Set time and date for Ordinance 664, Electricity Cogeneration Workshop. George Szigeti, Chairman**

It was determined to tentatively meet on June 14, 2021 at 5:30pm in the City Chambers.

5. NEW BUSINESS

- a. Discussion/Update: Water/Wastewater Project Update. Traci Alvarez, Community Development Director**

Traci Alvarez, Community Development Director – Ms. Alvarez began by addressing the board with an introducing to Mr. Alfredo Holguin who was present and in person. He was a representative from "Wilson & Company" who is conducting water and waste water projects for the City of T or C. Mr. Holguin provided a handout which is attached and made part of these minutes. The handout showed all current active projects at this time.

- b. Discussion/Update: Electric Pole Replacement Project. Bo Easley, Electric Department Director**

Bo Easley, Electric Department Director - Mr. Easley began by addressing the board then gave an update to the electric pole replacement projects. He stated "Bohannon & Huston" is in the final stages and is approximately 95% done with completion. He made reference to his

provided handouts showing all locations for each of the current projects. He gave updates in detail of each project locations.

c. Discussion/Action: Recommendation of Meter Reading Fee for Non-AMI Customers. George Szigeti, Chairman

Chairman Szigeti – Began by discussing how the City Commission proposed a value for the meter reading fee. It was based upon the cost Sierra Electric charges for their service call's which is currently \$50.00. This gave a starting point to discuss further among the PUAB board.

Moving forward, he began discussion with a prior conversation he had with Ex City Manager, Morris Madrid on another issue. They had discussed and calculated what an hourly cost of an average City Employee would cost. It was calculated based upon salary, benefits, and insurance and workers compensation. They concluded an average cost per employee comes to \$50,000. He stated there are about 2,000 work hours a year. So they divided \$50,000 by 2,000 that gives an average hourly rate of \$25.00 per hour.

He proposed there are two ways to read the AMI Meters. Send a meter reader to the location they would record the reading and report it as usual. Second, would be for the customer to read the meter and send information back to the utility office. The office would then transcribe it into the system.

He pointed out transportation time would not be an issue due to the size of the town, but went on to say, the city employee will have to get in the vehicle, drive to the location, read the meter then drive back. He estimate it would take about 30 minutes to complete this task. Due to the customers being on different meter cycles one meter reader cannot read all meters at one time. Confirming this applies to Non-AMI customers only. The meter reader must enter the reading into a hand held devise then return to the utility office so the information can be down loaded to the system. When the bills are ready to be generated, a button is pushed and all of the data that was collected is uploaded into the Tyler. He pointed out, if the customer was to send in their own meters readings, this would require a city employee to manually enter the reading into the system, causing an increase in labor time, but not as substantial as the cost of a meter reader going to the customer's location. During his visit at the utility office with Ms. Williams, he became aware there is approximately 1,800 records just in "Cycle A". The system does generate some flags that must be addressed and they are separated into priority levels. The utility office does their best to address all of the system flags. He was concerned with the added work load to the utility office with customers sending in their readings. He pointed out meter reading fees are not unusual with utilities that have AMI Meters. Sending in a reading or having a meter will always have an associated cost. He feels that Non-AMI Meter customers should have to share some of the costs responsibilities involved. In his opinion the \$50.00 proposed rate is excessive. Using the labor cost calculation of \$25.00 per hour, he proposed reducing the service charge to \$25.00.

Member Pacourek – Asked, how many Non-AMI Meter are in use?

Bo Easley, Electric Department Director - replied 7.

Member Pacourek – Agreed \$50.00 is excessive. \$25.00 is more acceptable, but does not totally agree this would be the final agreeable charge. He suggested \$10.00 might be more appropriate.

Chairman Szigeti – Asked Mr. Easley if all 7 customers were residential customers and if they all had chosen to opt-out?

Bo Easley, Electric Department Director – Confirmed with a yes.

Chairman Szigeti – Asked Mr. Easley, if the commercial customers have been all converted to the new AMI Meters?

Bo Easley, Electric Department Director – Confirmed with a yes. He went on to say initially at the beginning there was some delay. This was due to the meter can/box having to be updated to fit the new AMI Meters.

Chairman Szigeti – Reiterated, commercial customers are converted over to AMI Meter and that only leaves 7 residential customers who choose not to have an AMI Meter.

Bo Easley, Electric Department Director – Confirmed, yes.

Member Pacourek – Was concerned with customers not having an email, smart phone or a way to digitally send their meter reading.

Chairman Szigeti – Pointed out a deadline should be addressed if customers were going to read their own meter with some sort of penalty if a meter reader had to be dispatched.

Bruce Swingle, City Manager - Asked for clarification on “self-reporting” option. He wanted to know that was an ordinance?

Chairman Szigeti – Replied, it is not an ordinance but was presented as a viable option.

Bruce Swingle, City Manager - Took a minute, commended and acknowledge the staff at the utility departments. He understands there may be some issues that are related to policy inconsistencies. He advised the board in what whatever recommendation they decide to make to the City Commission regarding this issue, to keep in mind that their decision can be applied consistently over time and not limit their scope to just the seven customers in question and to have knowledge on the impact it may have regarding productivity in the utility department.

Chairman Szigeti – Agreed. Gave some examples of potentially loss of time in the utility department.

Bruce Swingle, City Manager - Confirmed with the board, he was not discouraging “self-reporting”. But encouraged the board to think it through clearly and apply their recommendation based upon consistency. It would then go to the City Commissioner’s for their approval.

Chairman Szigeti – Agreed with Mr. Swingle. He then had a question for Sonya Williams, Utility Office Manager Williams asking her how long would she thought it would take to complete one

billing cycle process doing it the way she would like to see it done by not being rushed through the process.

Sonya Williams, Utility Office Manager – She replied, it could take her all day. She took a minute to expand her reply to let the board know, that no matter which way the board decides to recommend, she will make sure the procedure is completed, no matter the time involved.

Member Pacourek – Asked Sonya Williams, Utility Office Manager her ideas or thoughts on how it would be best handled in the utility office?

Sonya Williams, Utility Office Manager – She is understood both points, self-reading vs. meter reading. She pointed out that during billing she must send out meter readers and if there is an inconsistencies, she must pull a meter reader off of their duties to go and verify the issue because billing takes the priority. Example....while she is billing for "Cycle B" meter readers are out reading for "Cycle C". She was ok with receiving emails if that what the board chooses but was not open to receiving cards. She reassured the board that whatever decision they recommend, she will do what it takes to get the job done.

Member Avelar - Some concerns he had was with the added time the utility office will incur. He pointed out it always doesn't run as smoothly as sitting down for 30 min with uninterrupted time, always something will come up.

Member Pacourek – Is concerned with each of the 7 customers and their current ability to send in readings. He stated again, he is for a \$10.00 service fee if submitted on time, if not then the \$50.00 late fee can be implemented.

Chairman Szigeti – Went over some of the pros and cons of the two options.

Sonya Williams, Utility Office Manager – She wanted to the board to know her department handles many system errors anywhere from 50 to 60 sometimes more.

Chairman Szigeti made a motion that all Non-AMI customers will have their meters read by a city meter reader and they will be charged \$25.00 a month service fee. **Member Armijo** seconded. Motion carried unanimously.

Chairman Szigeti – Offered to present this motion at the City Commissioners meeting. Requested that the "Comments" portion of the agenda be added back.

Bruce Swingle, City Manager - Agreed with Chairman Szigeti that staff needs to be given an opportunity to have communication time with the board.

Dawn Barclay, Deputy City Clerk - noted the request and confirmed the "Comments" portion of the agenda would be added back on all the board agendas.

6. ADJOURNMENT

There being no further business to come before the Public Utility Advisory Board, Chairman Szigeti requested for a motion to adjourn meeting. Member Pacourek seconded the motion. Motion carried unanimously. The meeting was adjourned.

PASSED AND APPROVED ON THE 21ST DAY OF JUNE 2021.



George Szigeti, Chairman
Public Utility Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.4

SUBJECT: Acknowledge Special Public Utility Advisory Board Minutes for June 14, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 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 7-14-2021

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
MONDAY, JUNE 14, 2021**

MINUTES

WORKSHOP MEETING

Workshop meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, June 14, 2021 at 5:30 pm.

CALL TO ORDER

ROLL CALL:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman – ABSENT
Ron Pacourek, Member
Gil Avelar, Member
Don Armijo, Member

ALSO PRESENT

Bruce Swingle, City Manager
Traci Alvarez, Community Development Director
Bo Easley, Electric Department Director
Dawn C. Barclay – Deputy City Clerk

1. APPROVAL OF AGENDA

**Member Pacourek made a motion to approve the agenda. Member Avelar seconded.
Motion carried unanimously.**

2. DISCUSSION/REVIEW/PUBLIC INPUT: Discussion and input related to Ordinance No. 664

Chairman Szigeti – He began the meeting with an opening statement. Advised the Public Citizens they were allowed 5 minutes to speak and to give their input with allowed interaction with the board members.

Ron Fenn - Suggested charging GRT on the net amount and suggested giving kilowatts as a credit vs a dollar amount. He also pointed out the City has poor contracts in regards to the transportation of

electricity which is costly to the City. John Diaz asked why the 90% rule can't be 100% rule. Board responded the minor cost goes to help fund maintenance, repairs, salaries, etc.

Ariel Dougherty - Spoke making reference from her handout that was presented at the meeting.

Marilyn Bush - Wanted to point out the City should encourage and support all private solar installs as this will help to absorb the maintenance solar costs.

Davonna Stoner-Armijo - Is in favor of a connection fee and understands the City is a business and must make decisions to help stay in the positive.

Member Armijo – Is very concerned about the solar producer becoming a business. Also should the producer incur maintained down time or moves, how is the city going to deal with that situation have to supply electricity back to the producer. He noted this meeting has given him some new views to consider.

Bo Easley, Electric Department Head – was asked by Chairman Szigeti for his opinion about the commercial solar impact on releasing some of the stress on our City generators. His replied it had some impact along with the Public Schools, VA, Hospital, Business and Residential areas limiting their usage.

Member Pacourek – suggested that once a year customers be given an opportunity to request from the utility department reimbursements of any credits that may be available.

Bruce Swingle, City Manager advised the board to gather all the inputted suggestions and make their recommendations at the next PUAB meeting so they can move on to their presentation to the City Commission.

3. ADJOURNMENT

There being no further business to come before the Public Utility Advisory Board, Chairman Szigeti requested for a motion to adjourn meeting. All members favored the motion. Motion carried unanimously. The meeting was adjourned.

PASSED AND APPROVED ON THIS 21st DAY OF JUNE 2021.


George Szigeti, Chairman
Public Utility Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.5

SUBJECT: Acknowledge Regular Library Advisory Board Minutes for June 28, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 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 7-14-2021

Minutes of the Library Advisory Board Meeting, Monday, June 28, 2021

The meeting was called to order at 5:44 p.m. by Chairman Angie Torres. A quorum being present, it was decided that the meeting should proceed.

Present were: Chairman Angie Torres, Board Members Terie Hafner, Bonnye Warwick, and Brendan Tolley, and Library Director Pat O'Hanlon. Vice Chairman Michael Bankson was absent, and is excused.

The agenda for the meeting was approved; motion to approve made by Brendan Tolley and seconded by Bonnye Warwick. The minutes of the April 2021 regular meeting were approved as read, motion to approve made by Bonnie Warwick and seconded by Brendan Tolley. The affirmative votes on both motions were unanimous.

COMMENTS FROM THE PUBLIC:

- None.

REPORTS:

- Board members: None.
- Library Foundation: The current value shown on the May 28, 2021 statement is \$23,739.92.
- Friends of the Library: Nothing to report at this time.
- Director's report: None.

OLD/UNFINISHED BUSINESS:

At the City Commission meeting on May 12, 2021 the Commission granted the Board's requests for the approval of the re-appointment of Board Vice-Chair Michael Bankson for a term that will expire June 30, 2023, and also for the appointment of Brendan Tolley to the Board for a term that will expire June 30, 2023.

NEW BUSINESS:

A motion was made by Terie Hafner and seconded by Brendan Tolley that the Board will not respond to the editorial concerning the Board that was published last month by the Sierra County Sun online newspaper. The vote in favor of the motion was unanimous.

There being no further business to come before the Board, the motion to adjourn was made by Brendan Tolley, and was seconded by Bonnye Warwick. The motion was unanimously approved. The meeting was adjourned at 6:02 p.m. The Board's next regular meeting is scheduled for Monday, July 26, 2021.

Respectfully submitted,

Angie Torres, Chairman
Pat O'Hanlon, Library Director



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: E.6

SUBJECT: Accounts Payable, June 2021
DEPARTMENT: Finance
DATE SUBMITTED: June 29, 2021
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: City Manager 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 June 2021

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,994,819.53

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 7-14-2021

Accounts Payable Transfer Sheet - 20-21 FY
Post Date Ending: 6/4/21,6/11/21,6/18/21,6/25/21,6/29/21

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>					<u>GRAND TOTAL TRANSFERS</u>	<u>Fund Numbers</u>
		6/4/2021	6/11/2021	6/18/2021	6/25/2021	6/29/2021		
101	General	\$19,427.52	\$35,526.83	\$13,428.24	\$66,583.88	\$20,486.28	\$155,452.75	101
201	Local Government Corrections	\$126.00	\$2,945.00	\$4,180.00			\$7,251.00	201
209	State Fire	\$73.82	\$6,321.26	\$780,490.06	\$2,557.83		\$789,442.97	209
211	Law Enforcement Protection	\$1,234.80	\$161.00		\$3,501.59	\$2,695.53	\$7,592.92	211
214	Lodger's Tax	\$13,407.50	\$3,249.80	\$2,204.12			\$18,861.42	214
216	Street Renovation	\$144.07	\$481.65	\$4,676.66	\$2,211.34	\$561.11	\$8,074.83	216
217	Municipal Recreation							217
292	Federal Seizure Share							292
293	Veterans Wall Perpetual							293
294	State Library		\$291.66	\$227.00	\$169.01		\$687.67	294
295	Municipal Pool	\$1,812.88	\$2,021.22	\$189.56	\$4,584.31		\$8,607.97	295
296	PD-GRT Fund							296
298	PD-Donations							298
302	Electrical Construction							302
303	Veterans Memorial			\$900.00	\$143.97		\$1,043.97	303
304	SJOA - Grants							304
305	Capital Improvement General							305
306	Capitla 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	\$146,449.84					\$146,449.84	312
313	R&R-Water							313
314	CDBG - Grant							314
315	CI Reserve- Non Capital Equipment	\$338.52	\$25,197.52	\$39,623.72	\$45,693.94		\$110,853.70	315
316	Emergency Reserve							316
320	USDA Water System Improvements				\$20,759.69		\$20,759.69	320
360	NMFA PROJECTS				\$7,387.21	\$4,874.04	\$12,261.25	360
403	Pledge State Tax	\$43,066.85					\$43,066.85	403
501	Cemetery			\$1,000.00	\$506.77		\$1,506.77	501
502	Utility Office		\$597.19	\$1,540.19	\$468.87		\$2,606.25	502
503	Electric Dept	\$46,778.34	\$185,768.54	\$143,293.71	\$98,319.93	\$1,034.00	\$475,194.52	503
504	Water Dept	\$2,258.45	\$15,185.08	\$10,240.99	\$5,046.72	\$3,215.02	\$35,946.26	504
505	Solid Waste	\$2,994.68	\$47,382.14	\$32,212.04	\$4,669.96	\$21,689.40	\$108,948.22	505
506	WasteWater	\$2,193.31	\$6,006.78	\$9,618.28	\$2,360.77			506
507	Solid Waste Landfill/Collection							507
508	Golf Course	\$599.44			\$2,516.89	\$3,987.09	\$7,103.42	508
509	Municipal Airport	\$59.13	\$82.63	\$9,159.67	\$465.81	\$51.81	\$9,819.05	509
600	Internal Service Fund	\$1,305.94	\$624.92	\$1,173.50		\$4.71	\$3,109.07	600
700	PD Bond							700
	Grand Total-Accounts Payable	\$282,271.09	\$331,843.22	\$1,054,157.74	\$267,948.49	\$58,598.99	\$1,994,819.53	



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 6/1/2021 - 6/30/2021

PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 101 - General					
INTEGRATED TECHNOLOGIES G...	7157	06/04/2021	OPEN PO FOR IT SERVICES JULY ...	101-1018-48598	984.84
KING'S LOCKSMITH	007734	06/04/2021	UNLOCKING VEHICLE	101-1007-47420	58.50
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.97
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	45.59
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/GENERAL	101-1018-43780	499.72
MANANA	105-21	06/04/2021	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
QUILL CORPORATION	16777459	06/04/2021	MEAD CAMBRIDGE MEETING P...	101-1002-44606	51.44
QUILL CORPORATION	16777459	06/04/2021	HAMMERMILL COPY PLUS 8.5"...	101-1002-44606	15.56
QUILL CORPORATION	16777459	06/04/2021	MOUSE PAD WITH GEL REST	101-1002-44606	13.49
QUILL CORPORATION	16777459	06/04/2021	INSTEN WRIST COMFORT CUSH...	101-1002-44606	5.30
QUILL CORPORATION	16777459	06/04/2021	AVERY ADDRESS LABELS 1" X 2 ...	101-1002-44606	61.18
QUILL CORPORATION	16777459	06/04/2021	AMPAD PROFESSIONAL NOTEB...	101-1002-44606	37.75
QUILL CORPORATION	16777459	06/04/2021	C-LINE RING BINDER/EXPANDI...	101-1002-44606	17.99
QUILL CORPORATION	16777459	06/04/2021	CARDINAL 6" 3-RING BINDER, ...	101-1002-44606	89.98
QUILL CORPORATION	16777459	06/04/2021	AVERY ADDRESS LABELS 1 1/3" ...	101-1002-44606	73.78
QUILL CORPORATION	16777459	06/04/2021	SMEAD PRESSBOARD GUIDES, L...	101-1002-44606	68.38
QUILL CORPORATION	16777459	06/04/2021	MEAD SPIRAL 1-SUBJECT NOTE...	101-1030-44606	48.48
QUILL CORPORATION	16777459	06/04/2021	9"X12" WHITE QUICK STRIP CA...	101-1030-44606	16.19
QUILL CORPORATION	16777459	06/04/2021	JAM PAPER PLASTIC SLEEVES, A...	101-1030-44606	13.49
QUILL CORPORATION	16777459	06/04/2021	OXFORD INDEX CARD GUIDES, ...	101-1030-44606	7.19
QUILL CORPORATION	16777459	06/04/2021	TRU RED COMPOSITION NOTE...	101-1030-44606	10.16
QUILL CORPORATION	16777459	06/04/2021	QUILL PEEL & SEAL SECURITY E...	101-1030-44606	11.69
QUILL CORPORATION	16777459	06/04/2021	BIC XTRA PRECISION MECHANIC...	101-1030-44606	6.99
QUILL CORPORATION	16777459	06/04/2021	C-LINE RING BINDER/EXPANDI...	101-1030-44606	17.99
QUILL CORPORATION	16777459	06/04/2021	TRU RED MEMO BOOKS 4" X 6" ,...	101-1030-44606	19.68
QUILL CORPORATION	16777459	06/04/2021	QUILL ULTRATHIN MOUSE PAD,...	101-1030-44606	9.53
QUILL CORPORATION	16777459	06/04/2021	PENDAFLEX EXPANDING FILE, A...	101-1030-44606	31.48
QUILL CORPORATION	16777459	06/04/2021	SMEAD MULTICOLORED POLY ...	101-1030-44606	46.78
QUILL CORPORATION	16777459	06/04/2021	TICONDEROGA WOODEN PENCIL...	101-1030-44606	3.32
QUILL CORPORATION	16777459	06/04/2021	VAULTZ LOCKING 4" X 6" INDEX...	101-1030-44606	26.09
QUILL CORPORATION	16777459	06/04/2021	SAFCO MOBILE FILES WITH LOC...	101-1030-44613	217.99
QUILL CORPORATION	16777459	06/04/2021	BUSH SOMERSET 5-SHELF 65"H...	101-1030-44613	331.99
COOPERATIVE EDUCATIONAL S...	24-115975	06/04/2021	OPEN PO DEVELOPMENT PLAN ...	101-1010-48598	2,853.46
STAPLES CONTRACT & COMME...	3472907912	06/04/2021	2" BINDER CLIPS, LARGE	101-1004-44606	11.24
STAPLES CONTRACT & COMME...	3472907912	06/04/2021	ELECTRONICS AIR DUSTER, 6/PK	101-1004-44606	29.99
STAPLES CONTRACT & COMME...	3472907912	06/04/2021	POST IT NOTES, 1 3/8" X 1 7/8" ,...	101-1004-44606	4.75
STAPLES CONTRACT & COMME...	3472907912	06/04/2021	MEDIUM BINDER CLIPS, 144/PK	101-1004-44606	37.48
STAPLES CONTRACT & COMME...	3472907912	06/04/2021	PRISM NOTEPAD, 5" X 8", ASST...	101-1004-44606	9.55
TRANS UNION RISK & ALTERNAT...	485949-202105-01	06/04/2021	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
COMPANION ANIMAL ACTION ...	52821	06/04/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
JAIME F. RUBIN, LLC	60121	06/04/2021	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	4,142.03
THE CLUB OF SIERRA COUNTY	60121	06/04/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	5,000.00
MATTHEW 25 FOOD PANTRY INC	60121	06/04/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	1,965.00
SIERRA AUTO/CARQUEST	6016-282896	06/04/2021	BRAKE BOOSTER	101-1014-47420	364.99
SIERRA AUTO/CARQUEST	6016-282990	06/04/2021	REAR SHOCKS	101-1009-44607	104.44
SIERRA AUTO/CARQUEST	6016-282990	06/04/2021	FRONT SHOCKS	101-1009-44607	104.90

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-283107	06/04/2021	RUST GLOSS BLACK SPRAY PAINT	101-1012-44607	27.24
SIERRA AUTO/CARQUEST	6016-283107	06/04/2021	3/6X6 BOLTS	101-1012-44607	1.96
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	22" WINDSHIELD WIPERS	101-1007-47420	7.06
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	OIL FILTER LD	101-1007-47420	3.86
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	OIL FILTER LD	101-1007-47420	4.31
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	26" WINDSHIELD WIPERS	101-1007-47420	7.06
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	AIR FILTER	101-1007-47420	7.66
SIERRA AUTO/CARQUEST	6016-283493	06/04/2021	AIR FILTER	101-1007-47420	7.66
SIERRA AUTO/CARQUEST	6016-284020	06/04/2021	TRANSMISSION FILTER	101-1008-47420	28.96
SIERRA AUTO/CARQUEST	6016-284020	06/04/2021	OIL FILTER	101-1008-47420	4.06
SIERRA AUTO/CARQUEST	6016-284021	06/04/2021	BATTERY SILVER	101-1009-47420	118.39
SIERRA AUTO/CARQUEST	6016-284021	06/04/2021	O RINGS	101-1009-47420	1.09
SIERRA AUTO/CARQUEST	6016-284148	06/04/2021	HVAC SYSTEM SWITCH	101-1009-47420	51.85
SIERRA AUTO/CARQUEST	6016-284150	06/04/2021	SERPENTINE BELT	101-1009-47420	24.02
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN..	101-1018-43780	5,925.80
TDS	06012021	06/11/2021	INTERNET SERVICE/ PD OPEN P...	101-1007-43775	149.00
TURTLEBACK PEST CONTROL, I...	06072021	06/11/2021	OPEN PO FOR PEST CONTROL S...	101-1014-43403	728.04
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	READERS DIGEST	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	GUNS & AMMO	101-1016-43770	15.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	ROCK & GEM	101-1016-43770	22.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	CAR & DRIVER	101-1016-43770	10.75
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	QUILTMAKER	101-1016-43770	22.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	PEOPLE	101-1016-43770	85.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	ARIZONA HIGHWAYS	101-1016-43770	22.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	TIME	101-1016-43770	39.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	WILD WEST	101-1016-43770	37.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	NATIONAL REVIEW	101-1016-43770	34.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	GOOD HOUSEKEEPING	101-1016-43770	10.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	CREDIT FROM 2020	101-1016-43770	-104.45
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	BACKPACKER	101-1016-43770	11.50
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	TRUE WEST	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	FORBES	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	BETTER HOMES & GARDENS	101-1016-43770	12.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	SPORTS ILLUSTRATED	101-1016-43770	44.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	PREVENTION	101-1016-43770	27.50
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	ROLLING STONE	101-1016-43770	59.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	BOOKLIST	101-1016-43770	172.50
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	LIBRARY JOURNAL	101-1016-43770	165.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	POPULAR MECHANICS	101-1016-43770	12.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	CONSUMER REPORTS	101-1016-43770	23.10
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	NEW YORKER	101-1016-43770	75.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	PLANE & PILOT	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	READERS DIGEST - LARGE PRINT	101-1016-43770	17.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	CATSTER	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	DOGSTER	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	ARTNEWS	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	EQUUS	101-1016-43770	16.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	NEW MEXICO MAGAZINE	101-1016-43770	17.95
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	NATIONAL GEOGRAPHIC	101-1016-43770	24.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	HEALTH	101-1016-43770	15.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	SATURDAY EVENING POST	101-1016-43770	12.97
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	SUNSET	101-1016-43770	24.50
MAGAZINE SUBSCRIPTION SERV...0608-77		06/11/2021	NATIONAL GEOGRAPHIC KIDS	101-1016-43770	17.95
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	101-1003-47420	108.72
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	101-1007-43316	90.00
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	101-1007-47420	210.03
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	101-1009-47420	75.27
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	101-1014-47420	81.90
SIERRA COUNTY SENTINEL	107363	06/11/2021	RFP NOTICE/REHABILITATION O...	101-1004-43740	65.43
PARTS PLUS, INC.	1-257273	06/11/2021	COMPRESSOR	101-1009-47420	247.54

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUN VALLEY, INC.	158281	06/11/2021	SWAMP COOLER WINDOW UN..	101-1014-43403	702.05
SUN VALLEY, INC.	158316	06/11/2021	SAKRETE/CONCRETE QUICK MIX	101-1009-44607	85.33
SUN VALLEY, INC.	158334	06/11/2021	XOP 12 OZ GLOSS BLACK ENAM...	101-1012-44607	59.88
SUN VALLEY, INC.	158334	06/11/2021	DISCOUNT	101-1012-44607	-19.39
SUN VALLEY, INC.	158334	06/11/2021	9" HI PERFORMANCE ANG GRI...	101-1012-44613	229.00
SUN VALLEY, INC.	158334	06/11/2021	4 1/2" SM ANG GRINDER	101-1012-44613	98.99
SUN VALLEY, INC.	158638	06/11/2021	FIELD SUPPLIES MAY 2021	101-1009-44607	149.18
TALON SEPTIC & POTTY SERVICE	269	06/11/2021	OPEN PO - CLEAN AND SERVICE...	101-1009-43465	800.00
SILVERSKY, INC.	431725-SI	06/11/2021	EMAIL SERVICE OPEN PO FY20/...	101-1018-43815	201.75
SIERRA VETERINARY SERVICES, L...	60775,60639	06/11/2021	VETERINARY SERVICES OPEN PO..	101-1006-48598	396.03
SIERRA JOINT OFFICE ON AGING	6321	06/11/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	12,500.00
DOMESTIC ABUSE INTERVENTI...	6421	06/11/2021	OPEN PO FOR SUBRECIPIENT G...	101-1000-60725	625.00
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	258.86
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	182.43
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	882.50
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	116.28
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	354.70
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	224.40
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
LYNN'S LANDSCAPE	9102	06/11/2021	RALPH EDWARD PARK CONSTR...	101-1009-80845	6,756.84
REED'S TIRE CENTER	9354	06/11/2021	IRONMAN 265 70 17 TIRES	101-1007-47420	604.00
VERIZON WIRELESS	98780589727	06/11/2021	PHONE BILLS/OPEN PO FY 20/21	101-1007-43775	371.70
LASTING PAWS PET MEMORIAL ...	LC10391-I-0015	06/11/2021	ANIMAL CREMATION	101-1006-48599	333.10
LAS CRUCES SUN NEWS	0003916407	06/17/2021	RFP NOTICE/REHABILITATION O...	101-1004-43740	97.00
MCBRIDES, INC.	02102990	06/17/2021	HEAVY SPRING 3" TO 5"	101-1009-47420	138.00
MCBRIDES, INC.	02102990	06/17/2021	WASHERS U-BOLT 5/8 IN	101-1009-47420	3.20
MCBRIDES, INC.	02102990	06/17/2021	SPECIAL RIVET ON CLIP HEAVY ...	101-1009-47420	40.00
MCBRIDES, INC.	02102990	06/17/2021	LEAF TEMPERED 3"X447-60	101-1009-47420	196.28
MCBRIDES, INC.	02102990	06/17/2021	LEAF TEMPERED 3"X499-60	101-1009-47420	210.24
MCBRIDES, INC.	02102990	06/17/2021	U-BOLT 28"ROD W/NUTS GR 8	101-1009-47420	59.12
CITY UTILITIES	06152021	06/17/2021	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	40.70
SIERRA COUNTY SENTINEL	107340/107365	06/17/2021	OPEN PO FOR FY 20/21 PUBLIC...	101-1001-43740	278.17
AMAZON CAPITAL SERVICES, IN...	1KFJ-HGN9-MM3T	06/17/2021	BUSH BUSINESS FURNITURE SER...	101-1004-44613	674.40
AMAZON CAPITAL SERVICES, IN...	1KFJ-HGN9-MM3T	06/17/2021	BUSH BUSINESS FURNITURE SER...	101-1004-44613	229.51
BAKER & TAYLOR, INC.	2035963891,2035987482,483,2...	06/17/2021	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	277.38
ALARM CONTROL TECHNOLOGI...	20522/20523	06/17/2021	MONTHLY ALARM MONITORING	101-1014-48599	53.94
SIERRA AUTO/CARQUEST	284481	06/17/2021	AIR FILTER	101-1007-47420	7.78
SIERRA AUTO/CARQUEST	284481	06/17/2021	OIL FILTER LD	101-1007-47420	3.86
SIERRA AUTO/CARQUEST	284648	06/17/2021	BATTERY	101-1007-47420	118.39
SIERRA AUTO/CARQUEST	284936	06/17/2021	AIR FILTER	101-1014-47420	9.79
SIERRA AUTO/CARQUEST	284936	06/17/2021	FUEL FILTER	101-1014-47420	11.20
SIERRA AUTO/CARQUEST	284936	06/17/2021	OIL FILTER LD	101-1014-47420	4.49
NU-WAY LAUNDRY & CLEANERS	35921/36037	06/17/2021	OPEN PO FOR CARPET SERVICE	101-1014-44607	315.54
SIERRA VISTA HOSPITAL / SIERR...	37313C15467	06/17/2021	COLLECTION FEE FY20-21 OPEN...	101-1004-48599	100.00
SIERRA COUNTY SENTINEL	72631	06/17/2021	HELP WANTED ADS FY20-21 - O...	101-1004-43740	88.77
QUEST DIAGNOSTICS, INC.	9192991780	06/17/2021	SCREENING & MRO FEE FY20-21...	101-1004-48599	272.00
BANK OF AMERICA	PD2021-071	06/17/2021	TOW NON-CONSENSUAL	101-1007-43770	100.00
BANK OF AMERICA	PD2021-071	06/17/2021	CERTIFIED LETTER	101-1007-43770	7.00
BANK OF AMERICA	PD2021-071	06/17/2021	AFTER HOURS RESPONSE TIME	101-1007-43770	15.00
BANK OF AMERICA	PD2021-071	06/17/2021	ADMIN FEE	101-1007-43770	35.00
BANK OF AMERICA	PD2021-071	06/17/2021	MILES LOADED	101-1007-43770	55.00
BANK OF AMERICA	PD2021-071	06/17/2021	NEW MEXICO INTERACTIVE RE...	101-1007-43770	4.95
BANK OF AMERICA	PD2021-071	06/17/2021	STORAGE CHARGE	101-1007-43770	525.00

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX BANK	72105198	06/18/2021	OPEN PO FOR FUEL FY 20/21	101-1003-43316	160.00
XEROX CORP.	013540958,013540961	06/18/2021	BASE CHARGE/METER USAGE - ...	101-1004-43465	592.79
XEROX CORP.	013540960	06/18/2021	BASE CHARGE/METER USAGE/...	101-1001-43465	388.15
XEROX CORP.	013540963	06/18/2021	BASE CHARGE - METER USAGE ...	101-1007-43465	276.69
XEROX CORP.	013540965	06/18/2021	XEROX CHARGE/METER USAGE	101-1002-43465	192.16
XEROX CORP.	013540985	06/18/2021	METER USAGE OPEN PO 20/21	101-1003-43465	291.73
XEROX CORP.	013540987	06/18/2021	BASE CHARGE & METER USAGE ...	101-1009-43465	222.46
WEX BANK	06012021	06/18/2021	WEX fuel Police Dept-FY20-21 o...	101-1007-43316	2,712.80
WEX BANK	072105198	06/18/2021	WEX fuel/ACO & CODE FY-20-21...	101-1008-43316	624.44
VILLAGE HARDWARE	293330/1	06/18/2021	CHAIN FILE GUIDE FOR POLE S...	101-1009-44607	35.99
VILLAGE HARDWARE	293330/1	06/18/2021	POLE SAW CHAIN FILE	101-1009-44607	18.99
VILLAGE HARDWARE	293330/1	06/18/2021	CHAIN SAW FILE TOOL	101-1009-44607	18.99
VILLAGE HARDWARE	293330/1	06/18/2021	CHAIN SAW LOOP CHAIN	101-1009-44607	89.97
VILLAGE HARDWARE	293330/1	06/18/2021	POLE SAW CHAIN LOOP	101-1009-44607	79.96
VILLAGE HARDWARE	293330/1	06/18/2021	CHAIN FILING TOOL FOR CHAIN ...	101-1009-44607	35.99
VILLAGE HARDWARE	293330/1	06/18/2021	AUTOCUT 25-2 WEED EATER H...	101-1009-44607	199.92
VILLAGE HARDWARE	293330/1	06/18/2021	SPOOL AUTOCUT 25-2 WEED E...	101-1009-44607	164.85
VILLAGE HARDWARE	293331/1	06/18/2021	CARBURETOR PARTS FOR WEED...	101-1009-44607	217.96
VILLAGE HARDWARE	293331/1	06/18/2021	WEED EATER LINE/STRING	101-1009-44607	219.96
VILLAGE HARDWARE	293331/1	06/18/2021	CONNECTION PIECES FOR WEED...	101-1009-44607	13.96
VILLAGE HARDWARE	293331/1	06/18/2021	FILLER CAP FOR WEED EATERS	101-1009-44607	15.96
VILLAGE HARDWARE	293331/1	06/18/2021	HOSES FOR WEED EATERS	101-1009-44607	35.96
VILLAGE HARDWARE	293331/1	06/18/2021	SERVICE KIT FOR WEED EATER	101-1009-44607	67.96
VILLAGE HARDWARE	293331/1	06/18/2021	KOMBIMOTOR KM91R WEED E...	101-1009-44613	264.00
VILLAGE HARDWARE	293331/1	06/18/2021	EDGER ATTACHEMENT FOR WE...	101-1009-44613	85.00
VILLAGE HARDWARE	293331/1	06/18/2021	LINE ATTACHEMENT AUTOCUT...	101-1009-44613	85.00
VILLAGE HARDWARE	293331/1	06/18/2021	FS91R WEED EATER/TRIMMER	101-1009-44613	578.00
TESTON'S FREEWAY CHEVRON	3515	06/18/2021	FUEL/OPEN PO FISCAL YEAR 20...	101-1012-43316	77.11
TESTON'S FREEWAY CHEVRON	3516	06/18/2021	FUEL FOR VEHICLES AND EQUI...	101-1009-43316	688.81
TESTON'S FREEWAY CHEVRON	3518	06/18/2021	OPEN PO UNLEADED FUEL POLI...	101-1007-43316	407.69
XEROX CORP.	717592091,	06/18/2021	XEROX CHARGE/METER USAGE	101-1002-43465	278.27
WEX BANK	72105198	06/18/2021	FOR UNLEADED FUEL	101-1014-43316	265.00
WEX BANK	7687722	06/18/2021	WEX FUEL CARD OPEN P.O. - FY...	101-1009-43316	50.01
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	258.86
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	882.50
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	116.28
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	354.70
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	224.40
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
XEROX CORP.	013635689	06/25/2021	ANNUAL METER USAGE OPEN ...	101-1012-43465	114.12
COOPERATIVE EDUCATIONAL S...	025-337439	06/25/2021	PERSONNEL MANAGEMENT - H...	101-1004-42720	157.69
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	3,499.48
WINDSTREAM CORPORATION	061621	06/25/2021	PHONE BILL 20/21	101-1003-43775	117.45
STEVEN L. SAGE	06172021	06/25/2021	COURT APPOINTED ATTORNEY ...	101-1002-43597	5,642.00
SIERRA VISTA HOSPITAL / SIERR...	06232021	06/25/2021	GRT DISTRIBUTION FY 20/21 OP...	101-1017-48599	24,735.73
ALBUQUERQUE PUBLISHING CO	1000159751-0225,1000150974...	06/25/2021	ADVERTISEMENT FOR CITY MA...	101-1004-43740	79.29
ALBUQUERQUE PUBLISHING CO	1000159751-0225,1000150974...	06/25/2021	ADVERTISEMENT FOR CITY MA...	101-1004-43740	90.85
COOPERATIVE EDUCATIONAL S...	24-116725	06/25/2021	OPEN PO ENGINEERING SERVIC...	101-1010-48598	4,678.21
SIERRA AUTO/CARQUEST	6016-285337	06/25/2021	AIR FILTER	101-1007-47420	7.66
SIERRA AUTO/CARQUEST	6016-285337	06/25/2021	OIL FILTER	101-1007-47420	4.03
SIERRA AUTO/CARQUEST	6016-285339	06/25/2021	TPS 1-SENSOR	101-1008-47420	73.16
SIERRA VETERINARY SERVICES,L...	61059,61137	06/25/2021	EUTHANAIZATION OF 5 DOGS	101-1006-48598	341.78

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA VETERINARY SERVICES,L...	61059,61137	06/25/2021	VET VISIT AND MEDICATION	101-1006-48598	138.33
INTEGRATED TECHNOLOGIES G...	7185	06/25/2021	REPLACEMENT SERVERS & LAB...	101-1002-44613	5,600.00
INTEGRATED TECHNOLOGIES G...	7185	06/25/2021	LABOR & CONFIGURATION	101-1040-44613	1,466.26
INTEGRATED TECHNOLOGIES G...	7185	06/25/2021	REPLACEMENT SERVERS & LAB...	101-1040-44613	5,600.00
INTEGRATED TECHNOLOGIES G...	7188	06/25/2021	OPEN PO FOR IT SERVICES JULY ...	101-1018-48598	984.85
INTEGRATED TECHNOLOGIES G...	7189	06/25/2021	DELL LATITUDE 5410	101-1002-44613	2,959.84
INTEGRATED TECHNOLOGIES G...	7189	06/25/2021	INSTALLATION AND CONFIGUR...	101-1002-44613	510.00
INTEGRATED TECHNOLOGIES G...	7191	06/25/2021	APC SMART-UPS 1500	101-1002-44613	475.00
INTEGRATED TECHNOLOGIES G...	7192	06/25/2021	LOGITECH HD WEBCAM	101-1002-44613	198.00
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1001-43775	279.69
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1002-43775	173.28
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1003-43775	274.36
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1004-43775	252.16
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1006-43775	110.21
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1007-43775	1,005.84
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1008-43775	138.07
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1009-43775	146.22
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1010-43775	94.01
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1011-43775	96.42
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1012-43775	86.64
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	101-1014-43775	112.50
ALBUQUERQUE PUBLISHING CO	10001514813-0425,14868-0428,...	06/25/2021	ADVERTISING FOR CHIEF OF POL...	101-1000-43740	674.22
ALBUQUERQUE PUBLISHING CO	10001517360-0519	06/25/2021	RFP NOTICE/REHABILITATION O...	101-1004-43740	79.01
JUSTICE SYSTEMS, INC	INV11571	06/25/2021	UPGRADE ORACLE LICENSES & ...	101-1040-44613	980.00
JUSTICE SYSTEMS, INC	INV11571	06/25/2021	SERVER MIGRATION & ORACLE...	101-1040-48599	1,732.23
NM RETIREE HEALTH CARE	.279316	06/29/2021	RETIREE HEALTHCARE PPE-2021...	101-1007-41226	39.00
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	CANON DR-M160 COLOR SCAN...	101-1004-44613	1,108.90
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	LASERFICHE AVANTE SCANCON...	101-1004-48599	159.59
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	ANNUAL FULL SERVICE MAINTEN...	101-1004-48599	188.91
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	NM GROSS RECEIPTS TAX ON S...	101-1004-48599	1,434.03
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	LASERFICHE TRAIING AND TRAV...	101-1004-48599	1,438.41
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	SCANNING INACTIVE HUMAN R...	101-1004-48599	15,282.13
PROFESSIONAL DOCUMENT SYS...	132902	06/29/2021	LASERFICHE AVANTE SCANCON...	101-1004-48599	31.92
LEAH GRIFFIN	293697	06/29/2021	CIVIC CENTER REFUND 6/12/21...	101-1099-34348	250.00
INTEGRATED TECHNOLOGIES G...	7190	06/29/2021	SHIPPING	101-1004-44613	42.83
INTEGRATED TECHNOLOGIES G...	7190	06/29/2021	REPLACE SERVER HARD DRIVE C...	101-1004-44613	70.56
SLEUTH SYSTEMS	ETSXT0000002	06/29/2021	SUPPORT SERVICE MIGRATION	101-1007-43815	440.00

Fund 101 - General Total: 155,452.76

Fund: 201 - Corrections

NM JUDICIAL EDUCATION CENT...	053021	06/04/2021	PAY JUDICIAL FEES FY20/21 OP...	201-1903-45555	42.00
ADMINISTRATIVE OFFICE OF	053021	06/04/2021	PAY DWI & COURT AUTO FEES ...	201-1903-45555	84.00
SIERRA COUNTY TREASURER	06072021	06/11/2021	PRISONER CARE OPEN PO FY20...	201-1903-48710	2,945.00
SIERRA COUNTY TREASURER	06012021	06/17/2021	PRISONER CARE OPEN PO FY20...	201-1903-48710	4,180.00

Fund 201 - Corrections Total: 7,251.00

Fund: 209 - Fire

NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/FIRE STATION	209-1603-43780	73.82
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN...	209-1603-43780	363.77
IRON MAN CONSTRUCTION	52721	06/11/2021	LED LIGHT FIXTURES	209-1603-47405	3,400.00
IRON MAN CONSTRUCTION	52721	06/11/2021	TAX ON LABOR	209-1603-47405	104.27
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	SCBA FLOW TEST	209-1603-47420	1,265.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	AIR SAMPLE	209-1603-47420	260.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	XL-700 LUBRICANT (QUART)	209-1603-47420	30.28
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	ANNUAL SERVICE BREATHING A...	209-1603-47420	240.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	SCBA REPAIR	209-1603-47420	250.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	CO CALIBRATION	209-1603-47420	25.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	SCOTT 65-X	209-1603-47420	23.03
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	65-X-10CA FILTER	209-1603-47420	145.00
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	65-XCAC FILTER	209-1603-47420	139.91
MUNICIPAL EMERGENCY SERVI...	IN1577819	06/11/2021	TRAVEL CHARGE	209-1603-47420	75.00
PETE'S EQUIPMENT, INC.	11281	06/17/2021	FIRE TRUCK 75' E-ONE LADDER ...	209-1603-80810	780,000.00

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEGAHERTZ COMPUTER CONS...	44264	06/17/2021	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
XEROX CORP.	013540989	06/18/2021	BASE CHARGE/METER USAGE O...	209-1603-43465	251.50
TESTON'S FREEWAY CHEVRON	3517	06/18/2021	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	184.31
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	276.22
WINDSTREAM CORPORATION	061621	06/25/2021	PHONE BILL 20/21	209-1603-43775	119.89
ADVANCED COMMUNICATIONS...	186721	06/25/2021	MOTOROLA MINITOR 6 PAGER	209-1603-44613	989.64
ADVANCED COMMUNICATIONS...	186721	06/25/2021	DESKTOP CHARGER FOR MINIT...	209-1603-44613	329.13
ADVANCED COMMUNICATIONS...	186721	06/25/2021	SPARE BATTERY FOR MINITOR 6	209-1603-44613	258.00
LYNN'S LANDSCAPE	9148	06/25/2021	COMPLETE CLEAN-UP NORTH S...	209-1603-47415	396.03
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	209-1603-43775	188.92
Fund 209 - Fire Total:					789,442.97

Fund: 211 - Law Enforce Prot

AMAZON CAPITAL SERVICES, IN...	8571	06/04/2021	LAPTOP VEHICLE MOUNT	211-2003-44613	1,234.80
JAFFEE BLOMQUIST	06/10/21	06/11/2021	CRISIS INTERVENTION TEAM CL...	211-2003-42535	72.00
ZACHARY ZAVALA	06/11/21	06/11/2021	BASIC INSTRUCTOR TRAINING- ...	211-2003-42535	89.00
WINDSHIELD DOCTOR	1371-1450418	06/25/2021	WINDSHIELD AND INSTALLMENT	211-2003-47420	308.00
BROWNELLS, INC.	20995059	06/25/2021	STRIKEFIRE II 4 MOA RED/GREE...	211-2003-44607	2,409.83
BROWNELLS, INC.	20995059	06/25/2021	RSA QD RAIL SLING ATTACHME...	211-2003-44607	330.48
BROWNELLS, INC.	20995059	06/25/2021	TACTICAL 2 POINT WEB LOOP SL...	211-2003-44607	208.72
BROWNELLS, INC.	20995059	06/25/2021	STANDARD SWIVEL	211-2003-44607	244.56
THE LINE, LLC	1324	06/29/2021	5.11 MENS SHORT SLEEVE POLO	211-2003-44573	71.98
THE LINE, LLC	1324	06/29/2021	CHEST EMBROIDERY	211-2003-44573	12.00
THE LINE, LLC	1324	06/29/2021	CHEST NAME	211-2003-44573	8.00
V & V MANUFACTURING, INC	53098	06/29/2021	FRIGHT CHARGE	211-2003-44573	28.95
V & V MANUFACTURING, INC	53098	06/29/2021	TRUTH OR CONSEQUENCES BA...	211-2003-44573	2,574.60
Fund 211 - Law Enforce Prot Total:					7,592.92

Fund: 214 - Lodgers Tax

SUNNY 505	16329	06/04/2021	GRANT MANAGEMENT	214-2503-47597	1,500.00
SUNNY 505	16329	06/04/2021	ACCOUNT MANAGEMENT	214-2503-48599	657.50
MAINSTREET T OR C	2103	06/04/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48591	11,250.00
ARCHITECTURAL CERAMICS	042621	06/11/2021	REPAIR OF TILES - GERONIMO S...	214-2503-47598	1,285.76
VETERANS MEMORIAL TRUST B...	112451791	06/11/2021	OPEN PO FOR LODGERS TAX AD...	214-2503-47406	289.62
GERONIMO TRAIL SCENIC BYW...	6321	06/11/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	833.32
LINDMARK OUTDOOR MEDIA	INV11862/INV11872	06/11/2021	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	841.10
SUNNY 505	16370	06/17/2021	ACCOUNT MANAGEMENT	214-2503-48599	539.38
GERONIMO TRAIL SCENIC BYW...	61021	06/17/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	414.74
GERONIMO SPRINGS MUSEUM	61621	06/17/2021	OPEN PO FOR LODGERS TAX SE...	214-2503-48815	1,250.00
Fund 214 - Lodgers Tax Total:					18,861.42

Fund: 216 - Muni Street

SIERRA AUTO/CARQUEST	6016-283494	06/04/2021	QUICK CONNECT FITINGS 6AB...	216-4503-47420	24.76
SIERRA AUTO/CARQUEST	6016-283794	06/04/2021	ORINGS	216-4503-47420	4.44
SIERRA AUTO/CARQUEST	6016-283794	06/04/2021	THRUSTWASHER KIT	216-4503-47420	29.99
SIERRA AUTO/CARQUEST	6016-284145	06/04/2021	V BELT TOP COG	216-4503-47420	13.37
SIERRA AUTO/CARQUEST	6016-284213	06/04/2021	V-BELT TOPO COG	216-4503-47420	11.37
SIERRA AUTO/CARQUEST	6016-284214	06/04/2021	OIL SEAL	216-4503-47420	16.45
SIERRA AUTO/CARQUEST	6016-284215	06/04/2021	LARGE OIL SEAL	216-4503-47420	43.69
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	216-4503-43316	116.60
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	216-4503-47420	365.05
SIERRA AUTO/CARQUEST	284651	06/17/2021	HYDRAULIC FLUID AW32	216-4503-47420	141.06
SIERRA AUTO/CARQUEST	284651	06/17/2021	O RING	216-4503-47420	2.90
SIERRA AUTO/CARQUEST	284651	06/17/2021	SYDR FITTING	216-4503-47420	32.65
SIERRA AUTO/CARQUEST	284651	06/17/2021	HYDRAULIC HOSE BULK	216-4503-47420	36.00
SIERRA AUTO/CARQUEST	284651	06/17/2021	12G-12FL90M	216-4503-47420	41.68
SIERRA AUTO/CARQUEST	284938	06/17/2021	PUSH PULL CABLE	216-4503-47420	291.98
B & H OIL CO.	51659,51690,51905,51925,519...	06/17/2021	DIESEL FUEL PURCHASES OPEN ...	216-4503-43316	3,443.03
TESTON'S FREEWAY CHEVRON	3532	06/18/2021	GAS/DIESEL FUEL PURCHASES	216-4503-43316	687.36
P & T MACHINE	472071	06/25/2021	BOLT REMOVAL DRILL OUT	216-4503-47420	120.00
SIERRA AUTO/CARQUEST	6016-285335	06/25/2021	BOLT	216-4503-47420	17.70
SIERRA AUTO/CARQUEST	6016-285335	06/25/2021	FLAT WASHER	216-4503-47420	3.10

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-285335	06/25/2021	BRAKE LINE	216-4503-47420	5.96
SOUTHWEST CONSTRUCTION P...	90094	06/25/2021	ROLLER	216-4503-47420	645.00
SOUTHWEST CONSTRUCTION P...	90094	06/25/2021	PIN	216-4503-47420	53.88
SOUTHWEST CONSTRUCTION P...	90094	06/25/2021	LOCK PIN	216-4503-47420	5.82
SOUTHWEST CONSTRUCTION P...	90094	06/25/2021	HALF LINK (OFFSET)	216-4503-47420	169.88
SOUTHWEST CONSTRUCTION P...	90094	06/25/2021	INTERMEDIATE ROLLER	216-4503-47420	1,190.00
WAGNER EQUIPMENT CO.	P12R,P12C	06/29/2021	PULLEY A	216-4503-47420	488.10
WAGNER EQUIPMENT CO.	P12R,P12C	06/29/2021	PULLEY-RESTOCKING FEE/SHIPP...	216-4503-47420	73.01
Fund 216 - Muni Street Total:					8,074.83
Fund: 294 - State Library					
TDS	06012021	06/11/2021	INTERNET SERVICE LIBRARY OP...	294-5003-48830	93.95
OCLC, INC.	1000117067	06/11/2021	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	197.71
OCLC, INC.	1000124367	06/17/2021	INTERLIBRARY LOAN SERVICE - ...	294-5003-60834	197.71
XEROX CORP.	13540981,0982	06/18/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	29.29
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	294-5003-43775	169.01
Fund 294 - State Library Total:					687.67
Fund: 295 - Muni Pool					
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	1,812.88
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN..	295-4803-43780	1,981.11
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	40.11
NMED ENVIRONMENTAL HEAL...	1086650	06/17/2021	ANNUAL POOL INSPECTION	295-4803-44607	150.00
XEROX CORP.	013540972	06/18/2021	METER USAGE OPEN PO 20/21	295-4803-43465	39.56
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	40.10
POOL PRO, LLC	202325	06/25/2021	5 PALINTEST 3 & 6 10ML TEST ...	295-4803-44607	48.50
POOL PRO, LLC	202325	06/25/2021	250 PALINTEST DPD #3 TABLETS	295-4803-44607	31.00
POOL PRO, LLC	202325	06/25/2021	250 PALINTEST DPD #1 TABLETS	295-4803-44607	31.00
POOL PRO, LLC	202325	06/25/2021	ESTIMATED SHIPPING	295-4803-44607	30.00
POOL PRO, LLC	202325	06/25/2021	250 PALINTEST CYANURIC ACID ...	295-4803-44607	75.00
POOL PRO, LLC	202325	06/25/2021	250 PALINTEST ALKAPHOT TABL...	295-4803-44607	92.50
AMERICAN RED CROSS	22345638	06/25/2021	COURSE ENTRY FEE	295-4803-42720	40.00
COOPERATIVE EDUCATIONAL S...	24-116847	06/25/2021	POOL REPAIR CONSTRUCTION ...	295-4803-48598	4,167.33
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	295-4803-43775	28.88
Fund 295 - Muni Pool Total:					8,607.97
Fund: 303 - Vet Wall					
SIERRA AUTO/CARQUEST	284728	06/17/2021	BATTERIES FOR GOLF CART USE...	303-4703-47415	900.00
WINDSTREAM CORPORATION	061621	06/25/2021	PHONE BILL 20/21	303-4703-43775	143.97
Fund 303 - Vet Wall Total:					1,043.97
Fund: 312 - R&R Airport					
ARMSTRONG CONSULTANTS, I...	21-196541-01	06/04/2021	AIRPORT ENGINEER SERVICES F...	312-7006-80805	2,726.91
RCI POWER & LIGHTING, INC.	PAY APP 1	06/04/2021	AIRPORT ELEC VAULT CONSTRU...	312-7006-80805	143,722.93
Fund 312 - R&R Airport Total:					146,449.84
Fund: 315 - CI Reserve					
BARTOO SAND & GRAVEL, INC.	M49158	06/04/2021	1.5 YARDS OF CONCRETE DELIV...	315-8007-47415	338.52
RY CONSTRUCTION, LLC	202	06/11/2021	WIRING AND INSTALLATION OF...	315-8007-47415	4,991.00
OHM ELECTRIC	215	06/11/2021	SWEET BRIAR WIRE FOR ELECTR...	315-8007-47415	629.52
OHM ELECTRIC	215	06/11/2021	BARE SD WIRE	315-8007-47415	307.10
OHM ELECTRIC	215	06/11/2021	HOM OUT WIRE	315-8007-47415	205.76
OHM ELECTRIC	215	06/11/2021	SHIPPING AND LABOR	315-8007-47415	162.74
LYNN'S LANDSCAPE	9101	06/11/2021	BALLARD & CHAIN INSTALLATI...	315-8007-47415	5,359.90
BAKER UTILITY SUPPLY CORP.	INV288430	06/11/2021	20' STICK OF 18" CORRIGATED ...	315-8007-47415	630.00
BARTOO SAND & GRAVEL, INC.	M35654	06/11/2021	BASE COARSE DELIVERED	315-8007-47415	12,911.50
INTEGRATED TECHNOLOGIES G...	7167	06/17/2021	LABOR FOR INSTALLATION OF F...	315-8001-80845	1,466.32
INTEGRATED TECHNOLOGIES G...	7167	06/17/2021	POWER EDGE 4740 HYPER V FIL...	315-8001-80845	19,700.00
INTEGRATED TECHNOLOGIES G...	7168	06/17/2021	LABOR FOR INSTALLATION OF ...	315-8001-80845	641.51
INTEGRATED TECHNOLOGIES G...	7168	06/17/2021	POWER EDGE R340 PDS LASERF...	315-8001-80845	7,450.00
INTEGRATED TECHNOLOGIES G...	7169	06/17/2021	POWER EDGE R340 (DOMAIN C...	315-8001-80845	4,870.00
INTEGRATED TECHNOLOGIES G...	7169	06/17/2021	LABOR FOR DOMAIN CONTROL...	315-8001-80845	641.51
WILSON & COMPANY, INC. ENG...	98180	06/18/2021	RIO GRANDE EXISTING RIGHT-O...	315-8007-47415	4,854.38
ADVANCED COMMUNICATIONS...	186916	06/25/2021	FREQUENCY COORDINATION/F...	315-8001-80845	1,535.00

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ADVANCED COMMUNICATIONS...	186916	06/25/2021	TAX GROSS RECEIPTS	315-8001-80845	128.53
ADVANCED COMMUNICATIONS...	186916	06/25/2021	ADD WIRELINE CONTROL	315-8001-80845	229.80
ADVANCED COMMUNICATIONS...	186916	06/25/2021	VHF DUPLEXER	315-8001-80845	2,985.84
ADVANCED COMMUNICATIONS...	186916	06/25/2021	ADD: SLR8000 VHF REPEATER O...	315-8001-80845	3,394.80
ADVANCED COMMUNICATIONS...	186916	06/25/2021	FREIGHT	315-8001-80845	311.47
ADVANCED COMMUNICATIONS...	186916	06/25/2021	MOTOROLA SLR8000 VHF BASE...	315-8001-80845	3,677.70
ADVANCED COMMUNICATIONS...	186916	06/25/2021	LABOR, INSTALLATION & OPTIM...	315-8001-80845	11.20
ADVANCED COMMUNICATIONS...	186916	06/25/2021	DUPLEXER JUMPER CABLE	315-8001-80845	97.20
ADVANCED COMMUNICATIONS...	186916	06/25/2021	SERVICE MICROPHONE (LEFT O...	315-8001-80845	72.00
ADVANCED COMMUNICATIONS...	186916	06/25/2021	MISC WIRING/HARDWARE	315-8001-80845	38.40
ADVANCED COMMUNICATIONS...	186916	06/25/2021	VHF GAIN ANTENNA SYSTEM	315-8001-80845	628.23
COOPERATIVE EDUCATIONAL S...	24-116773	06/25/2021	REPLACEMENT ROOF FOR T OR ...	315-8004-43403	32,583.77
Fund 315 - CI Reserve Total:					110,853.70
Fund: 320 - USDA WATER SYSTEM IMPROVEMENTS					
WILSON & COMPANY, INC. ENG...	97772	06/25/2021	ENGINEERING SERVICES MSD ...	320-6603-80860	20,759.69
Fund 320 - USDA WATER SYSTEM IMPROVEMENTS Total:					20,759.69
Fund: 360 - NMFA PROJECTS					
COOPERATIVE EDUCATIONAL S...	24-116727	06/25/2021	ENGINEERING SERVICES RIVER...	360-7011-48598	7,387.21
COOPERATIVE EDUCATIONAL S...	24-117204	06/29/2021	ENGINEERING SERVICES SEWER...	360-7012-48598	4,874.04
Fund 360 - NMFA PROJECTS Total:					12,261.25
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 17 PR...	403-1203-90905	12,783.00
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 24 PR...	403-1203-90905	3,846.00
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 27 PR...	403-1203-90905	3,867.00
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 22 PR...	403-1203-90905	3,272.00
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 17 INT...	403-1203-90910	355.96
NEW MEXICO FINANCE AUTHOR...	060121	06/04/2021	NMFA LOAN PYMT TORC 22 INT...	403-1203-90910	107.96
Fund 403 - Pledge State Total:					43,066.85
Fund: 501 - Cemetary					
HOT SPRINGS CEMETERY ASSOC...	06112021	06/17/2021	HOT SRPINGS CEMETERY CONT...	501-1803-47415	1,000.00
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	506.77
Fund 501 - Cemetary Total:					1,506.77
Fund: 502 - Util Office - Pool					
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN...	502-3601-43780	304.29
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	502-3601-43316	2.50
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	290.40
PITNEY BOWES INC.	3313557482	06/17/2021	PITNEY BOWES LEASE AGREEM...	502-3601-43465	683.04
XEROX CORP.	013540988	06/18/2021	BASE CHARGE/METER USAGE/...	502-3601-43465	549.90
WEX BANK	2909661	06/18/2021	UILITY GAS WEX FY 20/21	502-3601-43316	117.73
TESTON'S FREEWAY CHEVRON	3531	06/18/2021	GAS FOR UTILITY VEHICLES FISC...	502-3601-43316	189.52
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	276.00
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	502-3601-43775	192.87
Fund 502 - Util Office - Pool Total:					2,606.25
Fund: 503 - Electric					
INTEGRATED TECHNOLOGIES G...	7157	06/04/2021	OPEN PO FOR IT SERVICES JULY ...	503-3702-48598	984.85
CLARK TRUCK EQUIP CO., INC.	0079709	06/04/2021	INSTALLATION OF NEW BUCKET	503-3702-47420	4,172.91
TRIPLE H SOLAR, LLC	0260	06/04/2021	ENGINEERING SERVICES- OPEN ...	503-3702-48598	3,500.00
NEW MEXICO GAS COMPANY, L...	051321	06/04/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.68
VILLAGE OF WILLIAMSBURG	06012021	06/04/2021	FRANCHISE TAX FY20/21 OPEN ...	503-3702-45796	3,367.03
SIERRA AUTO/CARQUEST	6016-284276	06/04/2021	HEX NUT GR5 1/2-13	503-3702-47415	6.00
SIERRA AUTO/CARQUEST	6016-284276	06/04/2021	FLAT WASHER 1/2"	503-3702-47415	8.00
SIERRA AUTO/CARQUEST	6016-284276	06/04/2021	BOLT GR8 1/2-13X2	503-3702-47415	30.00
SIERRA AUTO/CARQUEST	6016-284276	06/04/2021	SPLIT WASHER 1/2"	503-3702-47415	2.80
WESTERN UNITED ELECTRIC	6035781,6036050	06/04/2021	BUSHING EXTENDER 600 AMP	503-3702-47415	212.10
WESTERN UNITED ELECTRIC	6035781,6036050	06/04/2021	ASSSEBLY TOOL	503-3702-47415	365.35

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SSA SOLAR OF NM 4, LLC	72550	06/04/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	34,104.62
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN...	503-3702-43780	4,894.36
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	503-3702-47420	120.51
SIERRA COUNTY SENTINEL	107355	06/11/2021	ADVERTISEMENT	503-3702-43740	284.81
COOPERATIVE EDUCATIONAL S...	24-114126	06/11/2021	METER READING INTERFACE W...	503-3702-80845	68.33
ZIA UTILITY SERVICES, LLC	4300	06/11/2021	CLASS 2 MOLDED SLEEVES- XL	503-3702-44615	382.00
ZIA UTILITY SERVICES, LLC	4300	06/11/2021	GLOVE TESTING	503-3702-44615	184.00
ZIA UTILITY SERVICES, LLC	4300	06/11/2021	SLEEVE TESTING	503-3702-44615	120.00
ZIA UTILITY SERVICES, LLC	4300	06/11/2021	CLASS 00 GLOVES- SZ. 11	503-3702-44615	70.00
SILVERSKY, INC.	431725-SI	06/11/2021	EMAIL SERVICE OPEN PO FY20/...	503-3702-43815	201.75
SIERRA ELECTRIC CO-OP, INC.	5764/06072021	06/11/2021	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	564.65
SIERRA ELECTRIC CO-OP, INC.	5764/06072021	06/11/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	178,279.32
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.81
IRBY SUPPLY CO.	S012414284.001,S012414284.0...	06/11/2021	18" X 18" ORANGE NYLON FLAGS	503-3702-44615	48.00
IRBY SUPPLY CO.	S012414284.001,S012414284.0...	06/11/2021	NASO 1103JY-4XL YELLOW RAIN...	503-3702-44615	123.00
CITY UTILITIES	06152021	06/17/2021	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	90.50
COOPERATIVE EDUCATIONAL S...	24-116671,24-116718	06/17/2021	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	27,778.51
WESTERN FIX, LLC	0019	06/18/2021	BOOTS- KEN MORAN	503-3702-44615	169.99
WESTERN FIX, LLC	0020	06/18/2021	BOOTS- 13EE/TODD MANNON	503-3702-44615	239.99
XEROX CORP.	013407644	06/18/2021	BASE CHARGE & METER USAGE...	503-3702-43465	23.75
XEROX CORP.	013540986	06/18/2021	BASE CHARGE & METER USAGE...	503-3702-43465	106.37
WEX BANK	104150	06/18/2021	UNLEADED FUEL PURCHASES- ...	503-3702-43316	67.00
WESTERN UNITED ELECTRIC	2024995-1	06/18/2021	150 KVA PADMOUNT TRANSFO...	503-3702-47415	6,746.00
TRI-STATE GENERATION & TRA...	303055	06/18/2021	POWER SERVICE- OPEN PO FY2...	503-3702-50795	34,697.94
TESTON'S FREEWAY CHEVRON	3519	06/18/2021	FUEL FOR ELECTRIC DEPARTME...	503-3702-43316	1,591.33
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	DG-4542 GRIP DEAD END #2	503-3702-47415	362.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	MB-4 MOUNTING BKT	503-3702-47415	73.90
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	GHS ATTACHMENT GUY 5/8 BO...	503-3702-47415	106.50
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	GDE-1107 GRIP GUY DEAD END...	503-3702-47415	124.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	WRQ152 COMP STIRRUP	503-3702-47415	2,540.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	#4 SD BARE CU SOLID 200FT	503-3702-47415	696.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	WIREHOLDER NYLON MAST TYP...	503-3702-47415	206.25
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	615883 GROUND ROD 5/8 x 8' ...	503-3702-47415	527.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	WTC-0100 TIE-WRAPLOCK #4 C...	503-3702-47415	445.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	SPL-1352P SPOOL TIE	503-3702-47415	222.00
WESTERN UNITED ELECTRIC	6034359,6034361,6034694,603...	06/18/2021	DS15M INSULATOR DEAD END ...	503-3702-47415	342.00
WESTERN UNITED ELECTRIC	6034692,6033842	06/18/2021	VERD-C028-D-U-T4-8027-4N7-1...	503-3702-44607	14,476.00
WESTERN UNITED ELECTRIC	6034692,6033842	06/18/2021	CRTK2-C018-D-U-T3-7030-UO...	503-3702-44607	6,086.25
WESTERN UNITED ELECTRIC	6035675	06/18/2021	650ETP ELBOW PLUG 15KV 600...	503-3702-44607	309.33
VERIZON WIRELESS	9881134101	06/18/2021	PHONE BILLS/OPEN PO FY 20/21	503-3702-43775	50.10
WESTERN AREA POWER ADMIN	JJPB1798A0521	06/18/2021	POWER SERVICES OPEN PO FY2...	503-3702-50795	45,216.00
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.80
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	185.70
ZIA ELECTRICAL PRODUCTS	18112	06/25/2021	FORMS 2S RXRS4X METER RF ...	503-3702-44607	900.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	M-2270B BECKWITH ADAPTER ...	503-3702-47415	925.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	GE LRT 200-2 CAM SWITCHES	503-3702-47415	1,077.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	GE DRAWING PACKAGE	503-3702-47415	1,627.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	M-2110C BECKWITH CONTROL...	503-3702-47415	2,716.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	LRT200-2 OH REPLACEMENT M...	503-3702-47415	35,742.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	5000-2421 GE LRT 200-2 MAN...	503-3702-47415	189.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	5000-2420 GE LRT 200-2 COVER...	503-3702-47415	194.00
WESTERN UNITED ELECTRIC	6036939	06/25/2021	5000-2006 GE LRT 200-2 SHAFT...	503-3702-47415	665.00
INTEGRATED TECHNOLOGIES G...	7188	06/25/2021	OPEN PO FOR IT SERVICES JULY ...	503-3702-48598	984.85
AMERICAN ELECTRICAL TESTING..	71979	06/25/2021	INSTALL TAP CHANGER- NORTH...	503-3702-47415	32,938.73
LANDIS+GYR TECHNOLOGY, INC	90337058,90338274,90340501	06/25/2021	FOCUS AXRe/SD GD5M G5 2S 2...	503-3702-80845	13,100.00
LANDIS+GYR TECHNOLOGY, INC	90337058,90338274,90340501	06/25/2021	RXRS4x 16S W/R GD5M RF	503-3702-80845	1,168.00
LANDIS+GYR TECHNOLOGY, INC	90337058,90338274,90340501	06/25/2021	FOCUS AXRe GD5M G5 2Se CL3...	503-3702-80845	1,960.00
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	503-3702-43775	193.85
IRBY SUPPLY CO.	S012345278.005,.001..002,.004,..	06/25/2021	CLASS 2 BLANKET	503-3702-44615	960.00
IRBY SUPPLY CO.	S012345278.005,.001..002,.004,..	06/25/2021	SAFETY GUY WIRE DISPENSER	503-3702-44615	8.00

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IRBY SUPPLY CO.	5012345278.005,.001..002,.004,..06/25/2021	06/25/2021	LINE HOSE CLASS 2 W/CONNEC...	503-3702-44615	1,920.00
IRBY SUPPLY CO.	5012345278.005,.001..002,.004,..06/25/2021	06/25/2021	TWINE; SPIRAL WRAP	503-3702-44615	72.00
IRBY SUPPLY CO.	5012345278.005,.001..002,.004,..06/25/2021	06/25/2021	TRAFFIC CONES	503-3702-44615	366.00
WESTERN UNITED ELECTRIC	6037649	06/29/2021	VERD-C028-D-U-T4-8027-4N7-1...	503-3702-44607	1,034.00

Fund 503 - Electric Total: 475,194.52

Fund: 504 - Water

INTEGRATED TECHNOLOGIES G...	7157	06/04/2021	OPEN PO FOR IT SERVICES JULY ...	504-3803-48598	984.85
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/WATER	504-3803-43780	34.94
VILLAGE OF WILLIAMSBURG	06012021	06/04/2021	FRANCHISE TAX FY20/21 OPEN ...	504-3803-45796	1,198.40
SIERRA AUTO/CARQUEST	6016-283491	06/04/2021	LUBE FILTER	504-3803-47420	4.43
SIERRA AUTO/CARQUEST	6016-283491	06/04/2021	AIR FILTER	504-3803-47420	24.45
SIERRA AUTO/CARQUEST	6016-283491	06/04/2021	CABIN AIR FILTER	504-3803-47420	11.38
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN..	504-3803-43780	11,534.52
TAXATION AND REVENUE	05312021	06/11/2021	WATER CONSERVATION FEE FY...	504-3803-43797	1,470.84
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	504-3803-43316	15.00
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	504-3803-47420	119.30
SUN VALLEY, INC.	158461/158660	06/11/2021	UNSTOCKED FIELD SUPPLIES M...	504-3803-44607	116.41
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	ROMAC MACRO HP CPLG 6" T...	504-3803-44607	207.53
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ TRAN GASKET 4"	504-3803-44607	5.64
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MEGA LUG 6" PVC,RED,L/ACC,I...	504-3803-44607	135.28
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ SKIN PACK 6" REG GSK,T-BO...	504-3803-44607	76.20
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ X MJ DI REDUCER 6" X 4" C...	504-3803-44607	66.32
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MEGA LUG 4" PVC,RED,L/ACC,I...	504-3803-44607	27.84
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ TRAN GASKET 6"	504-3803-44607	25.44
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ SKIN 4" REG GSK,T BOLTS, ...	504-3803-44607	21.16
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	MJ X MJ DI TEE 6" X 6" C-153 CL...	504-3803-44607	165.08
BAKER UTILITY SUPPLY CORP.	288968,288967	06/11/2021	ROMAC MACRO HP CPLG 6" T...	504-3803-44607	821.58
SILVERSKY, INC.	431725-SI	06/11/2021	EMAIL SERVICE OPEN PO FY20/...	504-3803-43815	201.74
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	175.20
CITY UTILITIES	06152021	06/17/2021	CITY LANDFILL BILLS/OPEN PO F...	504-3803-43780	11.22
SUN VALLEY, INC.	158912	06/17/2021	1-1/4 PVC CMP COUPLING	504-3803-44607	7.99
SUN VALLEY, INC.	158912	06/17/2021	DISCOUNT	504-3803-44607	-1.92
SUN VALLEY, INC.	158912	06/17/2021	1 X 3/4 MIPXFIP BUSHING	504-3803-44607	1.79
SUN VALLEY, INC.	158912	06/17/2021	1-1/4 X 3/4 REDU BUSHING	504-3803-44607	2.79
SUN VALLEY, INC.	158912	06/17/2021	1" PVC CMP COUPLING	504-3803-44607	4.79
SUN VALLEY, INC.	158912	06/17/2021	1" FIP COMPRESSION TEE	504-3803-44607	6.99
SUN VALLEY, INC.	158912	06/17/2021	1-1/4" FIP COMPRESSION TEE	504-3803-44607	13.99
PURE OPERATIONS, LLC	214461/214469	06/17/2021	ANNUAL WATER METER TESTI...	504-3803-47425	54.26
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	BRASS STRAIGHT CPLG 2" PACK ...	504-3803-44607	280.66
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	HDPE POLY PIPE 2"-100' IP,SIDR...	504-3803-44607	297.92
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	NS FORD PJ PEP FIPT CURB STO...	504-3803-44607	445.00
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	BADGER M170 2" LOW LEAD M...	504-3803-44607	595.00
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	INLET BALL VLV SETTER 2" X 12"...	504-3803-44607	1,260.50
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	S & D CAP 4"	504-3803-44607	2.08
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	RUBBER SDL TEE 4" SS STRAPS, ...	504-3803-44607	50.96
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	BRASS CORP STOP BALL 2" CC X...	504-3803-44607	288.17
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	NS FORD FCD202-1110-CC7-I 10...	504-3803-44607	120.40
BAKER UTILITY SUPPLY CORP.	288122,288632	06/17/2021	SEWER PIPE 4" X 20' SDR-35 -,G...	504-3803-44607	100.00
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	STL CIRCLE 4" X 12.5" 4.45TO 4...	504-3803-44607	462.28
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	ROMAC MACRO HP CPLG 8" T...	504-3803-44607	620.26
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	INLET BALL VLV RESETER 5/8" ...	504-3803-44607	629.95
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	WRAP CLAMP 1.05 X 3(3/4" STE...	504-3803-44607	676.75
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	MJ SKIN PACK 4" REG GSK, T BO...	504-3803-44607	64.38
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	MJ X MJ DI 90 BEND 4" C-153,CL...	504-3803-44607	70.82
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	WRAP CLAMP 1.32 X 3" (1' STEE...	504-3803-44607	286.70
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	STL FULL CIRCLE 4" X 7.5" 4.45 ...	504-3803-44607	310.12
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	C-900 PVC PIPE 4" X 20' DR18,C...	504-3803-44607	336.60
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	STL FULL CIRCLE 6" X 7.5" 6.56 ...	504-3803-44607	386.52
BAKER UTILITY SUPPLY CORP.	288960,289316	06/17/2021	STL FULL CIRCLE 6" X 12.5"-6.56...	504-3803-44607	930.90
B & H OIL CO.	51670,51912,51911	06/17/2021	DIESEL FUEL	504-3803-43316	321.99

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DPC INDUSTRIES, INC.	74000330-21	06/17/2021	MONTHLY CHLORINE AND DE...	504-3803-43465	60.00
XEROX CORP.	013540976	06/18/2021	BASE CHARGE/METERED USAGE	504-3803-43465	166.98
TESTON'S FREEWAY CHEVRON	34938,34949,34985,35073,350...	06/18/2021	OPEN PO FOR DIESEL/UNLEADE...	504-3803-43316	1,374.15
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	175.20
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	828.05
SIERRA COUNTY SENTINEL	107536	06/25/2021	PUBLICATION OF PUBLIC ANNO...	504-3803-43740	569.63
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	MJ SKIN PACK 8" REG GSK, TBO...	504-3803-44607	43.26
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	MEGA LUG 8" PVC,RED,L/ACC,I...	504-3803-44607	105.82
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	FLG BOLT & GASKET SET OF 8	504-3803-44607	10.00
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	AFC RW GATE VLV 8" MJ X MJ,2...	504-3803-44607	937.75
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	ROMAC MACRO HP CPLG 8" T...	504-3803-44607	637.98
BAKER UTILITY SUPPLY CORP.	289505	06/25/2021	C-900 PVC PIPE 8" X 20'-DR18,C...	504-3803-44607	168.00
INTEGRATED TECHNOLOGIES G...	7188	06/25/2021	OPEN PO FOR IT SERVICES JULY ...	504-3803-48598	984.85
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	504-3803-43775	70.18
STEVE BELL CONSTRUCTION	C18013	06/25/2021	ANNUAL USE OF BASECOURSE	504-3803-47415	288.00
STEVE BELL CONSTRUCTION	C18013	06/25/2021	ANNUAL USE OF CRUSHER FINES	504-3803-47415	228.00
COOPERATIVE EDUCATIONAL S...	24-117202	06/29/2021	ENGINEERING SERVICES WATER...	504-3803-48598	3,215.02
Fund 504 - Water Total:					35,946.26

Fund: 505 - Solid Waste

INTEGRATED TECHNOLOGIES G...	7157	06/04/2021	OPEN PO FOR IT SERVICES JULY ...	505-3904-48598	984.85
XEROX CORP.	013407642	06/04/2021	RENT OF EQUIPMENT/MACHIN...	505-3904-43465	29.28
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/RECYCLE CENTER	505-3904-43780	24.93
VILLAGE OF WILLIAMSBURG	06012021	06/04/2021	FRANCHISE TAX FY20/21 OPEN ...	505-3904-45796	1,397.34
AUTOZONE STORES, LLC	211837	06/04/2021	REISSANCE OF CHECK # 143942 ...	505-3904-47420	182.26
LANFORD MECHANICAL	52721	06/04/2021	PACKING KIT FOR CASE SKIDSTE...	505-3904-47420	25.99
LANFORD MECHANICAL	52721	06/04/2021	OUTSOURCED LABOR FOR CASE...	505-3904-47420	136.34
SIERRA AUTO/CARQUEST	6016-283348	06/04/2021	HYDRAULIC CAP	505-3904-44607	24.99
SIERRA AUTO/CARQUEST	6016-283490	06/04/2021	DOOR LINKAGE CLIP	505-3904-47420	3.78
SIERRA AUTO/CARQUEST	6016-283490	06/04/2021	AIR FILTER	505-3904-47420	50.42
SIERRA AUTO/CARQUEST	6016-283795	06/04/2021	TRANSMISSION FILTER	505-3904-47420	28.96
SIERRA AUTO/CARQUEST	6016-283795	06/04/2021	BRAKE PADS	505-3904-47420	90.24
SIERRA AUTO/CARQUEST	6016-283796	06/04/2021	GLOSS WHITE ACRYLIC ENAMEL...	505-3904-47420	15.30
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN...	505-3904-43780	736.58
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	505-3904-43316	106.60
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	505-3904-47420	421.73
SUN VALLEY, INC.	158364	06/11/2021	DISCOUNT	505-3904-44607	-3.60
SUN VALLEY, INC.	158364	06/11/2021	SLB 1/8 6011 WELD ROD	505-3904-44607	71.96
SUN VALLEY, INC.	158365	06/11/2021	PD 12OZ GLS WHT ENAMEL PAI...	505-3904-44607	7.98
SUN VALLEY, INC.	158365	06/11/2021	PD 12OZ GLS BLK ENAMEL PAINT	505-3904-44607	23.94
SUN VALLEY, INC.	158365	06/11/2021	DISCOUNT	505-3904-44607	-1.60
SUN VALLEY, INC.	158365	06/11/2021	NUTS & BOLTS 1/4"LOCKNUTS	505-3904-44607	7.49
SUN VALLEY, INC.	158365	06/11/2021	NUTS & BOLTS 1/4" WASHERS	505-3904-44607	3.89
SUN VALLEY, INC.	158365	06/11/2021	NUTS & BOLTS 1/4"x1"BOLTS	505-3904-44607	11.49
SUN VALLEY, INC.	158365	06/11/2021	NUTS & BOLTS 3/8"LOCKNUTS	505-3904-44607	12.99
SUN VALLEY, INC.	158366	06/11/2021	WA 5 GAL NTRL SG PAINT	505-3904-44607	217.00
SUN VALLEY, INC.	158366	06/11/2021	WA 5GAL FLAT DEEP BASE PAINT	505-3904-44607	193.00
SUN VALLEY, INC.	158366	06/11/2021	DISCOUNT	505-3904-44607	-20.50
SUN VALLEY, INC.	158368	06/11/2021	MP BASIC 6PK 9 3/8" COVER (PA...	505-3904-44607	19.98
SUN VALLEY, INC.	158368	06/11/2021	275" 2/0 BLUR KROME CHAIN	505-3904-44607	129.00
SUN VALLEY, INC.	158368	06/11/2021	2-1/2" WHITE CHIP PAINT BRU...	505-3904-44607	23.88
SUN VALLEY, INC.	158368	06/11/2021	DISCOUNT	505-3904-44607	-8.64
SILVERSKY, INC.	431725-SI	06/11/2021	EMAIL SERVICE OPEN PO FY20/...	505-3904-43815	201.74
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.20
CITY OF LAS CRUCES	79383	06/11/2021	SCSWA FY 2020-2021 OPEN PO	505-3904-45601	44,740.03
PARKHILL SMITH & COOPER	0185792.1.00	06/17/2021	T OR C LANDFILL MONITORING...	505-3904-48599	1,482.86
CITY UTILITIES	06152021	06/17/2021	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	23,936.10
PARTS PLUS, INC.	1-263825/1-263955	06/17/2021	SPIN ON FUEL FILTER	505-3904-47420	38.26
PARTS PLUS, INC.	1-263825/1-263955	06/17/2021	RADIAL SEAL	505-3904-47420	80.44
PARTS PLUS, INC.	1-263825/1-263955	06/17/2021	SPIN ON FUEL FILTER	505-3904-47420	26.74
SIERRA AUTO/CARQUEST	284479	06/17/2021	GAS CAP	505-3904-47420	9.34

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	284480	06/17/2021	AIR FILTER	505-3904-47420	11.50
SIERRA AUTO/CARQUEST	284480	06/17/2021	OIL FILTER LD	505-3904-47420	4.06
SIERRA AUTO/CARQUEST	284480	06/17/2021	HYDRAULIC FILTER	505-3904-47420	39.53
SIERRA AUTO/CARQUEST	284482	06/17/2021	ALTERNATOR	505-3904-47420	213.76
SIERRA AUTO/CARQUEST	284482	06/17/2021	12V COMMERCIAL BATTERY	505-3904-47420	250.22
SIERRA AUTO/CARQUEST	284642	06/17/2021	SPIN ON LUBE	505-3904-47420	13.13
SIERRA AUTO/CARQUEST	284646	06/17/2021	OIL FULL SYNTHETIC	505-3904-47420	36.96
SIERRA AUTO/CARQUEST	284646	06/17/2021	AIR FILTER	505-3904-47420	11.50
SIERRA AUTO/CARQUEST	284646	06/17/2021	SNAP RINGS	505-3904-47420	3.98
SIERRA AUTO/CARQUEST	284646	06/17/2021	OIL FILTER LD	505-3904-47420	3.86
SIERRA AUTO/CARQUEST	284934	06/17/2021	RELAY	505-3904-47420	24.99
NORTHERN TOOL & EQUIPMEN...	4782389/48063342	06/17/2021	INGERSOLL RAND ELECTRIC STA...	505-3904-44613	1,009.99
NORTHERN TOOL & EQUIPMEN...	4782389/48063342	06/17/2021	GROZ HD ELECTRIC OIL PUMP	505-3904-44613	269.99
BORDER INTERNATIONAL TRUC...	X400062984.01	06/17/2021	COVER	505-3904-47420	290.16
WEX BANK	.72105198	06/18/2021	WEX DIESEL & GASOLINE -SANI...	505-3904-43316	4,334.82
XEROX CORP.	013540971	06/18/2021	RENT OF EQUIPMENT/MACHIN...	505-3904-43465	119.85
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.21
XEROX CORP.	013635685	06/25/2021	RENT OF EQUIPMENT/MACHIN...	505-3904-43465	35.39
JACKSON COMPACTION	22916	06/25/2021	1ST TECH TRAVEL	505-3904-47420	425.00
JACKSON COMPACTION	22916	06/25/2021	SERVICE TRUCK MILEAGE	505-3904-47420	170.50
JACKSON COMPACTION	22916	06/25/2021	LABOR ON SITE	505-3904-47420	864.96
JACKSON COMPACTION	22916	06/25/2021	FACTORY PRESSURE SWITCH	505-3904-47420	310.00
JACKSON COMPACTION	22916	06/25/2021	2ND TECH TRAVEL	505-3904-47420	275.00
SIERRA AUTO/CARQUEST	6016-285336	06/25/2021	SW MASTER DISCONNECT	505-3904-47420	42.63
SIERRA AUTO/CARQUEST	6016-285336	06/25/2021	STEP DRILL BIT	505-3904-47420	13.93
INTEGRATED TECHNOLOGIES G...	7188	06/25/2021	OPEN PO FOR IT SERVICES JULY ...	505-3904-48598	984.85
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	505-3904-43775	138.07
WAGNER EQUIPMENT CO.	P12C0431235	06/25/2021	HINGE	505-3904-47420	35.85
WAGNER EQUIPMENT CO.	P12C0431235	06/25/2021	SPRING	505-3904-47420	170.60
WAGNER EQUIPMENT CO.	P12C0431235	06/25/2021	HINGE	505-3904-47420	35.85
WAGNER EQUIPMENT CO.	P12C0431235	06/25/2021	REAR GLASS	505-3904-47420	372.36
WAGNER EQUIPMENT CO.	P12C0431412	06/25/2021	BUSHING	505-3904-47420	43.08
WAGNER EQUIPMENT CO.	P12C0431412	06/25/2021	PIN	505-3904-47420	66.48
WAGNER EQUIPMENT CO.	P12C0431412	06/25/2021	BUSHING	505-3904-47420	58.12
WAGNER EQUIPMENT CO.	P12C0431412	06/25/2021	RETAINER	505-3904-47420	8.24
WAGNER EQUIPMENT CO.	P12C0432029	06/25/2021	CM BULK SEAL	505-3904-47420	109.44
WAGNER EQUIPMENT CO.	P12C0432029	06/25/2021	SEALANT FOR SEAL	505-3904-47420	22.40
COOPERATIVE EDUCATIONAL S...	24-117223	06/29/2021	24 3 CY SIDELOAD CONTAINERS...	505-3904-44613	21,689.40
Fund 505 - Solid Waste Total:					108,948.22
Fund: 506 - WWTP					
INTEGRATED TECHNOLOGIES G...	7157	06/04/2021	OPEN PO FOR IT SERVICES JULY ...	506-4005-48598	984.85
NEW MEXICO GAS COMPANY, I...	051321	06/04/2021	GAS BILLS/VACUUM STATION	506-4005-43780	27.20
HALL ENVIRONMENTAL ANALYS...	2105859	06/04/2021	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	9.84
HALL ENVIRONMENTAL ANALYS...	2105859	06/04/2021	CADMIUM	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2105859	06/04/2021	ACRYLONITRILE	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2105942,2105A07	06/04/2021	BOD	506-4005-48598	110.00
HALL ENVIRONMENTAL ANALYS...	2105942,2105A07	06/04/2021	ACRYLONITRILE	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2105942,2105A07	06/04/2021	CADMIUM	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2105942,2105A07	06/04/2021	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	28.35
USA BLUEBOOK	607103	06/04/2021	SUBMRS RUGGED WW LEVEL T...	506-4005-44607	658.07
CITY UTILITIES	052021	06/11/2021	CITY UTILITIES CYCLE C&D/OPEN...	506-4005-43780	871.81
VILLAGE OF WILLIAMSBURG	05312021	06/11/2021	SEWER RECEIPTS FY20-21 OPEN...	506-4005-48798	4,110.75
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	506-4005-47420	194.79
SUN VALLEY, INC.	158460,158494	06/11/2021	UNSTOCKED FIELD SUPPLIES M...	506-4005-44607	108.22
SILVERSKY, INC.	431725-SI	06/11/2021	EMAIL SERVICE OPEN PO FY20/...	506-4005-43815	201.74
USA BLUEBOOK	612800	06/11/2021	3/4 CORPORATION STOP	506-4005-44607	243.81
NM RETIREE HEALTH CARE	770122	06/11/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
CITY UTILITIES	06152021	06/17/2021	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	4,206.60
BULLOCKS, INC.	1455	06/17/2021	4 CASES OF DISTILLED WATER F...	506-4005-44607	21.04
HALL ENVIRONMENTAL ANALYS...	2105872,2105C02	06/17/2021	ACRYLONITRILE	506-4005-48598	270.00

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2105B72,2105C02	06/17/2021	BOD	506-4005-48598	110.00
HALL ENVIRONMENTAL ANALYS...	2105B72,2105C02	06/17/2021	CADMIUM	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2105B72,2105C02	06/17/2021	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	38.20
HALL ENVIRONMENTAL ANALYS...	2106158	06/17/2021	CADMIUM	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2106158	06/17/2021	ACRYLONITRILE	506-4005-48598	180.00
HALL ENVIRONMENTAL ANALYS...	2106158	06/17/2021	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	19.69
HALL ENVIRONMENTAL ANALYS...	2106245	06/17/2021	POLLUTANT SCAN	506-4005-48598	2,611.55
HALL ENVIRONMENTAL ANALYS...	2106289	06/17/2021	EPA METHOD 8082A PCB'S	506-4005-48598	188.12
HALL ENVIRONMENTAL ANALYS...	2106289	06/17/2021	TCLP FULL LIST	506-4005-48598	990.00
HALL ENVIRONMENTAL ANALYS...	2106289	06/17/2021	503 METALS SOIL	506-4005-48598	166.00
TESTON'S FREEWAY CHEVRON	3530	06/18/2021	OPEN PO DIESEL/UNLEADED FU...	506-4005-43316	586.52
YSI, INC.	875949	06/18/2021	FDO SENSOR CAP LOCKING RIN...	506-4005-44607	55.56
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	275.66
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN..	506-4005-43780	489.75
HALL ENVIRONMENTAL ANALYS...	2106233	06/25/2021	CADMIUM	506-4005-48598	35.00
HALL ENVIRONMENTAL ANALYS...	2106233	06/25/2021	TAX ON LABOR 7.875% (ALBUQ...	506-4005-48598	18.51
HALL ENVIRONMENTAL ANALYS...	2106233	06/25/2021	BOD	506-4005-48598	110.00
HALL ENVIRONMENTAL ANALYS...	2106233	06/25/2021	ACRYLONITRILE	506-4005-48598	90.00
INTEGRATED TECHNOLOGIES G...	7188	06/25/2021	OPEN PO FOR IT SERVICES JULY ...	506-4005-48598	984.84
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	506-4005-43775	357.00
Fund 506 - WWTP Total:					20,179.13

Fund: 508 - Golf Course

XEROX CORP.	013407645	06/04/2021	BASE CHARGE METER USAGE O...	508-4303-43465	142.95
SIERRA AUTO/CARQUEST	6016-283170	06/04/2021	XBO 80080#LB WENCH	508-4303-44613	209.99
SIERRA AUTO/CARQUEST	6016-283171	06/04/2021	YOKE	508-4303-44607	41.99
SIERRA AUTO/CARQUEST	6016-283171	06/04/2021	U-JOINT	508-4303-44607	11.98
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	HYDRAULIC HOSE BULK	508-4303-44607	11.04
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	LUBE	508-4303-44607	6.36
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	XBO CRIMPS	508-4303-44607	24.00
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	HYDRAULIC FITTINGS	508-4303-44607	45.42
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	HYDRAULIC FITTINGS	508-4303-44607	54.42
SIERRA AUTO/CARQUEST	6016-283172	06/04/2021	HYDRAULIC TRACTOR FLUID	508-4303-44607	51.29
NM RETIREE HEALTH CARE	279316	06/24/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	54.00
CITY UTILITIES	061021	06/25/2021	CITY UTILITIES CYCLE A&B/OPEN..	508-4303-43780	1,478.56
YAMAHA MOTOR FINANCE COR...	743154	06/25/2021	OPEN PO FOR FY 20/21 YAMAH...	508-4303-43465	903.51
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	508-4303-43775	80.82
TURNER ELECTRIC MOTOR INC	82357	06/29/2021	PARTS	508-4303-47420	1,875.00
TURNER ELECTRIC MOTOR INC	82357	06/29/2021	LABOR	508-4303-47420	2,112.09
Fund 508 - Golf Course Total:					7,103.42

Fund: 509 - Muni Airport

XEROX CORP.	013407646	06/04/2021	XEROX PRINTER OPEN PO FY 20...	509-4403-43465	30.63
PINNACLE PROPANE	I303253	06/04/2021	OPEN PO FY 20/21 FOR AIRPOR...	509-4403-43780	28.50
INTERNAL SERVICE FUND	080166	06/11/2021	MAINTENANCE- CITY VEHICLES	509-4403-47420	82.63
SIERRA ELECTRIC CO-OP, INC.	/2154	06/17/2021	AIRPORT UTILITIES OPEN PO FY ...	509-4403-43780	1,364.67
TECH 45 ENTERPRISES	21-004	06/17/2021	CONTRACTED MANAGEMENT ...	509-4403-48598	7,595.00
NMED PETROLEUM STORAGE T...	310695	06/17/2021	ANNUAL STORAGE TANK FEE	509-4403-43770	200.00
XEROX CORP.	013635688	06/25/2021	RENTAL OF EQUIPMENT	509-4403-43465	34.29
WINDSTREAM CORPORATION	061621	06/25/2021	PHONE BILL 20/21	509-4403-43775	324.17
VERIZON WIRELESS	9881982292	06/25/2021	PHONE BILLS/OPEN PO FY 20/21	509-4403-43775	107.35
SIERRA AUTO/CARQUEST	6016-285440	06/29/2021	REMANUFACTURED STARTER	509-4403-47420	51.81
Fund 509 - Muni Airport Total:					9,819.05

Fund: 600 - Internal Serv

SIERRA AUTO/CARQUEST	6016-282898	06/04/2021	1/2" TEE	600-7003-47420	1.59
SIERRA AUTO/CARQUEST	6016-282898	06/04/2021	210840 BUSHING	600-7003-47420	1.69
SIERRA AUTO/CARQUEST	6016-282898	06/04/2021	AIR COUPLER 8MP-8MP	600-7003-47420	3.03
SIERRA AUTO/CARQUEST	6016-282898	06/04/2021	COUPLER 1/2"	600-7003-47420	15.69
SIERRA AUTO/CARQUEST	6016-282898	06/04/2021	222440 HEX NIPPLE	600-7003-47420	1.69
SIERRA AUTO/CARQUEST	6016-282899	06/04/2021	HYDRAULIC BRAKE BOOSTER R...	600-7003-47420	272.66
SIERRA AUTO/CARQUEST	6016-282900	06/04/2021	1" X 1 1/2" SOCKET	600-7003-44607	57.99

Expense Approval Report

Payable Dates: 6/1/2021 - 6/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	6016-282900	06/04/2021	MASTER BUDD TOOL	600-7003-44607	117.86
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	SWAY BAR KIT	600-7003-47420	73.50
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	BALL JOINT	600-7003-47420	51.20
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	BALL JOINT	600-7003-47420	139.62
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	SWAY BAR LINK KIT	600-7003-47420	73.50
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	TRACK BAR	600-7003-47420	82.08
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	GAS-MAG TRUCK SHOCK	600-7003-47420	88.98
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	TIE ROD END	600-7003-47420	63.86
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	20 XTRACLEAR WIPER BLADES	600-7003-47420	9.98
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	SWAY BAR BUSHING	600-7003-47420	10.75
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	GAS-MATIC LT SHOCK	600-7003-47420	50.40
SIERRA AUTO/CARQUEST	6016-282903	06/04/2021	TIE ROD END	600-7003-47420	106.74
SIERRA AUTO/CARQUEST	6016-283793	06/04/2021	GRIND WHEELS	600-7003-44607	9.56
SIERRA AUTO/CARQUEST	6016-284146	06/04/2021	1 1/2" SOCKET	600-7003-44607	59.99
SIERRA AUTO/CARQUEST	6016-284149	06/04/2021	COMPRESSOR OIL	600-7003-43316	13.58
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	BLUE SHOP GTOWELS	600-7003-44607	151.20
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	PB BLASTER	600-7003-44607	137.52
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	WD-40	600-7003-44607	77.88
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	RUBBER GASKET MAKER	600-7003-44607	69.32
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	M-S THREAD LOCK	600-7003-44607	40.26
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	H-S THREAD LOCK	600-7003-44607	40.26
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	DOT 3 BRAKE FLUID	600-7003-44607	34.36
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	3M BLACK TAPE	600-7003-44607	31.20
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	THREADSLNT PTF	600-7003-44607	22.44
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	3M SUPER BLUE SHOP TOWELS	600-7003-44607	11.90
PARTS PLUS, INC.	1-2050985/1-257275	06/11/2021	ANTISIEZE LUBRICANT	600-7003-44607	8.58
SNAP-ON TOOLS COMPANY, LLC	06152147652	06/17/2021	TIRE PRESSURE MONITORING S...	600-7003-44613	765.00
AMAZON CAPITAL SERVICES, IN...	1QPF-1CTX-LRG7	06/17/2021	TIMBERLAND PRO COMPOSITE ...	600-7003-44615	369.90
SIERRA AUTO/CARQUEST	284643	06/17/2021	2 1/4" PATCH	600-7003-44607	5.63
SIERRA AUTO/CARQUEST	284643	06/17/2021	1 5/8" PATCH	600-7003-44607	8.47
SIERRA AUTO/CARQUEST	284935	06/17/2021	AUTO BLADE 32VOLT 5 PACK 30...	600-7003-44607	4.20
SIERRA AUTO/CARQUEST	284935	06/17/2021	ATOBLADE 32VCARD20AMP	600-7003-44607	4.20
SIERRA AUTO/CARQUEST	285095	06/17/2021	LECTRIC-MOTV PART CLEANER	600-7003-44607	7.58
SIERRA AUTO/CARQUEST	285095	06/17/2021	ELECTRONIC CLEANER	600-7003-44607	8.52
AMAZON CAPITAL SERVICES, IN...	1JWC-NMMG-7GVN	06/29/2021	SELLER RETURN PROCESSING F...	600-7003-44607	4.71

Fund 600 - Internal Serv Total: 3,109.07

Grand Total: 1,994,819.53

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	155,452.76
201 - Corrections	7,251.00
209 - Fire	789,442.97
211 - Law Enforce Prot	7,592.92
214 - Lodgers Tax	18,861.42
216 - Muni Street	8,074.83
294 - State Library	687.67
295 - Muni Pool	8,607.97
303 - Vet Wall	1,043.97
312 - R&R Airport	146,449.84
315 - CI Reserve	110,853.70
320 - USDA WATER SYSTEM IMPROVEMENTS	20,759.69
360 - NMFA PROJECTS	12,261.25
403 - Pledge State	43,066.85
501 - Cemetary	1,506.77
502 - Util Office - Pool	2,606.25
503 - Electric	475,194.52
504 - Water	35,946.26
505 - Solid Waste	108,948.22
506 - WWTP	20,179.13
508 - Golf Course	7,103.42
509 - Muni Airport	9,819.05
600 - Internal Serv	3,109.07
Grand Total:	1,994,819.53

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	4,142.03
101-1000-43740	PRINTING AND PUBLISHI...	674.22
101-1000-60725	GRANTS TO SUB-RECIPIE...	20,715.00
101-1001-41226	RETIREE INSURANCE-OFF ...	302.40
101-1001-43465	RENT OF EQUIPMENT	388.15
101-1001-43740	PRINTING/PUBLISHING	278.17
101-1001-43775	TELEPHONE	279.69
101-1002-41226	RETIREE INSURANCE-MUN..	87.74
101-1002-43465	RENT OF EQUIPMENT	470.43
101-1002-43597	ATTORNEY FEES	5,642.00
101-1002-43775	TELEPHONE	173.28
101-1002-44606	OFFICE SUPPLIES	434.85
101-1002-44613	NON-CAPITAL ITEMS	9,742.84
101-1003-41226	RETIREE INSURANCE-OFF ...	517.72
101-1003-43316	GAS & OIL	160.00
101-1003-43465	RENT OF EQUIPMENT	291.73
101-1003-43775	TELEPHONE	391.81
101-1003-47420	MAINTENANCE VEHICLE/...	108.72
101-1004-41226	RETIREE INSURANCE-ADM...	377.96
101-1004-42720	EMPLOYEE TRAINING-AD...	157.69
101-1004-43465	RENT OF EQUIPMENT	592.79
101-1004-43740	PRINTING/PUBLISHING	500.35
101-1004-43775	TELEPHONE	252.16
101-1004-44606	OFFICE SUPPLIES	93.01
101-1004-44613	NON-CAPITAL ITEMS	2,126.20
101-1004-48599	OTHER CONTRACTUAL SE...	18,906.99
101-1006-41226	RETIREE INSURANCE-COD...	213.60
101-1006-43775	TELEPHONE	110.21
101-1006-48598	PROFESSIONAL SERVICES	876.14
101-1006-48599	OTHER CONTRACTUAL SE...	333.10

Account Summary

Account Number	Account Name	Payment Amount
101-1007-41226	RETIREE INSURANCE-POLI...	1,804.00
101-1007-43316	GAS & OIL	3,210.49
101-1007-43465	RENT OF EQUIPMENT	276.69
101-1007-43770	SUBSCRIPTION & DUES	741.95
101-1007-43775	TELEPHONE	1,526.54
101-1007-43815	SOFTWARE	550.00
101-1007-47420	MAINTENANCE VEHICLE/...	1,051.86
101-1008-41226	RETIREE INSURANCE-COD...	232.56
101-1008-43316	GAS & OIL	624.44
101-1008-43775	TELEPHONE	138.07
101-1008-47420	MAINTENANCE VEH/EQUI...	106.18
101-1009-41226	RETIREE INSURANCE-MUN..	428.06
101-1009-43316	GAS & OIL	738.82
101-1009-43465	RENT OF EQUIPMENT	1,022.46
101-1009-43775	TELEPHONE	146.22
101-1009-44607	FIELD SUPPLIES-MUNI RE...	1,660.27
101-1009-44613	NON-CAPITAL ITEMS	1,012.00
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	1,165.00
101-1009-80845	CAPITAL IMPROVEMENTS	6,756.84
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	94.01
101-1010-48598	PROFESSIONAL SERVICES	7,531.67
101-1011-41226	RETIREE INSURANCE-STRE...	709.40
101-1011-43775	TELEPHONE	96.42
101-1012-41226	RETIREE INSURANCE-FLEE...	163.20
101-1012-43316	GAS & OIL	77.11
101-1012-43465	RENT OF EQUIPMENT	114.12
101-1012-43775	TELEPHONE	86.64
101-1012-44607	FIELD SUPPLIES-FLEET MA...	69.69
101-1012-44613	NON-CAPITAL ITEMS	327.99
101-1014-41226	RETIREE INSURANCE-FACI...	448.80
101-1014-43316	GAS & OIL	265.00
101-1014-43403	REGULAR BUILDING MAI...	1,430.09
101-1014-43775	TELEPHONE	112.50
101-1014-44607	FIELD SUPPLIES-FACILITY ...	315.54
101-1014-47420	MAINTENANCE-VEHICLE/...	472.37
101-1014-48599	OTHER CONTRACTUAL SE...	53.94
101-1016-41226	RETIREE INSURANCE-LIBR...	361.46
101-1016-43770	SUBSCRIPTION & DUES	1,089.44
101-1016-44830	CITY BOOK PURCHASING-L...	277.38
101-1017-48599	OTHER CONTRACTUAL SE...	24,735.73
101-1018-43780	UTILITIES	10,038.26
101-1018-43815	SOFTWARE LIC/SOFTWAR...	201.75
101-1018-48598	PROFESSIONAL SERVICES	1,969.69
101-1030-44606	OFFICE SUPPLIES	269.06
101-1030-44613	NON-CAPITAL ITEMS	549.98
101-1040-44613	NON CAPITAL EQUIPMENT	8,046.26
101-1040-48599	OTHER CONTRACTUAL SE...	1,732.23
101-1099-34348	RENT OF PUBLIC FACILITIES	250.00
201-1903-45555	Miscellaneous Exp	126.00
201-1903-48710	CARE OF PRISONERS-COR...	7,125.00
209-1603-43316	GAS & OIL	184.31
209-1603-43465	RENT OF EQUIPMENT	251.50
209-1603-43775	TELEPHONE	363.06
209-1603-43780	UTILITIES	713.81
209-1603-44613	NON-CAPITAL ITEMS	1,576.77
209-1603-47405	MAINTENANCE-BUILDING...	3,504.27

Account Summary

Account Number	Account Name	Payment Amount
209-1603-47415	MAINTENANCE--REPAIRS ...	396.03
209-1603-47420	MAINTENANCE VEHICLE/...	2,453.22
209-1603-80810	OTHER CAPITAL EQUIPM...	780,000.00
211-2003-42535	EMPLOYEE TRAINING	161.00
211-2003-44573	UNIFORM & EQUIPMENT	2,695.53
211-2003-44607	FIELD SUPPLIES	3,193.59
211-2003-44613	NON-CAPITAL ITEMS	1,234.80
211-2003-47420	MAINTENANCE-VEHICLE/...	308.00
214-2503-47406	PROMOTIONAL/ADVERTIS...	289.62
214-2503-47597	9% ADVERTISING/MARKET..	2,341.10
214-2503-47598	PUBLIC ARTS PROJECT	1,285.76
214-2503-48591	MAIN STREET CONTRACT	11,250.00
214-2503-48599	OTHER CONTRACTUAL SE...	1,196.88
214-2503-48815	SERVICE CONTRACTS-LO...	2,498.06
216-4503-43316	GAS & OIL	4,246.99
216-4503-47420	MAINT.VEHICLE/FURN/E...	3,827.84
294-5003-43465	RENT OF EQUIPMENT	29.29
294-5003-43775	TELEPHONE	169.01
294-5003-48830	LIBRARY ACQUISITION (B...	93.95
294-5003-60834	STATE LIBRARY GRANT-ST...	395.42
295-4803-41226	RETIREE INSURANCE-MUN..	80.21
295-4803-42720	EMPLOYEE TRAINING-M...	40.00
295-4803-43465	RENT OF EQUIPMENT	39.56
295-4803-43775	TELEPHONE	28.88
295-4803-43780	UTILITIES-MUNI POOL	3,793.99
295-4803-44607	FIELD SUPPLIES-MUNI PO...	458.00
295-4803-48598	PROFESSIONAL SERVICES	4,167.33
303-4703-43775	TELEPHONE	143.97
303-4703-47415	MAINTENANCE--REPAIRS ...	900.00
312-7006-80805	BUILDINGS & STRUCTURES	146,449.84
315-8001-80845	CAPITAL OUTLAY EQUIPM...	47,879.51
315-8004-43403	REGULAR BUILDING MAI...	32,583.77
315-8007-47415	MAINTENANCE & REPAIRS..	30,390.42
320-6603-80860	INFRASTRUCTURE	20,759.69
360-7011-48598	PROFESSIONAL SERVICES	7,387.21
360-7012-48598	PROFESSIONAL SERVICES	4,874.04
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
403-1203-90905	DEBT SERVICE PRINCIPAL...	23,768.00
403-1203-90910	DEBT SERVICE INTEREST	463.92
501-1803-43780	UTILITIES	506.77
501-1803-47415	MAINTENANCE--REPAIRS ...	1,000.00
502-3601-41226	RETIREE INSURANCE-UTIL...	566.40
502-3601-43316	GAS & OIL	309.75
502-3601-43465	RENT OF EQUIPMENT	1,232.94
502-3601-43775	TELEPHONE	192.87
502-3601-43780	UTILITIES	304.29
503-3702-41226	RETIREE INSURANCE-ELEC...	855.61
503-3702-43316	GAS & OIL	1,658.33
503-3702-43465	RENT OF EQUIPMENT	130.12
503-3702-43740	PRINTING/PUBLISHING	284.81
503-3702-43775	TELEPHONE	243.95
503-3702-43780	UTILITIES	5,759.89
503-3702-43815	SOFTWARE LIC/SOFTWAR...	201.75
503-3702-44607	FIELD SUPPLIES	22,805.58
503-3702-44615	SAFETY EQUIPMENT	4,662.98
503-3702-45796	FRANCHISE TAX-ELECTRIC...	3,367.03

Account Summary

Account Number	Account Name	Payment Amount
503-3702-47415	MAINTENANCE--REPAIRS ...	89,088.63
503-3702-47420	MAINTENANCE-VEHICLE/...	4,293.42
503-3702-48598	PROFESSIONAL SERVICES	33,248.21
503-3702-50795	WHOLESALE POWER COS...	292,297.88
503-3702-80845	OTHER CAPITAL PURCHAS...	16,296.33
504-3803-41226	RETIREE INSURANCE-WAT...	350.40
504-3803-43316	GAS & OIL	1,711.14
504-3803-43465	RENT OF EQUIPMENT	226.98
504-3803-43740	PRINTING/PUBLISHING	569.63
504-3803-43775	TELEPHONE	70.18
504-3803-43780	UTILITIES	12,408.73
504-3803-43797	WATER CONSERVATION-...	1,470.84
504-3803-43815	SOFTWARE LIC/SOFTWAR...	201.74
504-3803-44607	FIELD SUPPLIES-WATER D...	11,823.68
504-3803-45796	FRANCHISE TAX-WATER D...	1,198.40
504-3803-47415	MAINTENANCE--REPAIRS ...	516.00
504-3803-47420	MAINTENANCE-VEHICLE/...	159.56
504-3803-47425	OTHER MAINT-WATER M...	54.26
504-3803-48598	PROFESSIONAL SERVICES	5,184.72
505-3904-41226	RETIREE INSURANCE-SOLI...	974.41
505-3904-43316	GAS & OIL	4,441.42
505-3904-43465	RENT OF EQUIPMENT	184.52
505-3904-43775	TELEPHONE	138.07
505-3904-43780	UTILITIES	761.51
505-3904-43815	SOFTWARE LIC/SOFTWAR...	201.74
505-3904-44607	FIELD SUPPLIES-SOLID WA...	713.25
505-3904-44613	NON-CAPITAL ITEMS	22,969.38
505-3904-45601	WASTE DISPOSAL	68,676.13
505-3904-45796	FRANCHISE TAX	1,397.34
505-3904-47420	MAINTENANCE-VEHICLE/...	5,037.89
505-3904-48598	PROFESSIONAL SERVICES	1,969.70
505-3904-48599	OTHER CONTRACTUAL SE...	1,482.86
506-4005-41226	RETIREE INSURANCE-WAS...	551.32
506-4005-43316	GAS & OIL	586.52
506-4005-43775	TELEPHONE	357.00
506-4005-43780	UTILITIES	5,595.36
506-4005-43815	SOFTWARE LIC/SOFTWAR...	201.74
506-4005-44607	FIELD SUPPLIES-WASTEW...	1,086.70
506-4005-47420	MAINTENANCE-VEHICLE/...	194.79
506-4005-48598	PROFESSIONAL SERVICES	7,494.95
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,110.75
508-4303-41226	RETIREE INSURANCE	54.00
508-4303-43465	RENT OF EQUIPMENT	1,046.46
508-4303-43775	TELEPHONE	80.82
508-4303-43780	UTILITIES	1,478.56
508-4303-44607	FIELD SUPPLIES	246.50
508-4303-44613	NON-CAPITAL ITEMS	209.99
508-4303-47420	MAINTENANCE VEHICLE/...	3,987.09
509-4403-43465	RENT OF EQUIPMENT	64.92
509-4403-43770	SUBSCRIPTION & DUES	200.00
509-4403-43775	TELEPHONE	431.52
509-4403-43780	UTILITIES	1,393.17
509-4403-47420	MAINTENANCE VEH/EQUI...	134.44
509-4403-48598	PROFESSIONAL SERVICES	7,595.00
600-7003-43316	GAS & OIL	13.58
600-7003-44607	FIELD SUPPLIES	913.63
600-7003-44613	NON-CAPITAL ITEMS	765.00
600-7003-44615	SAFETY EQUIPMENT	369.90

Account Summary

Account Number	Account Name	Payment Amount
600-7003-47420	MAINTENANCE-VEHICLE/...	1,046.96
	Grand Total:	1,994,819.53

Project Account Summary

Project Account Key	Payment Amount
None	1,994,819.53
Grand Total:	1,994,819.53



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: F.1

SUBJECT: 2023 - 2027 Infrastructure Capital Improvement Plan Public Hearing

DEPARTMENT: Community Development

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Staff is accepting input/suggestions on projects for the City Capital Improvement Plan. Projects must be entered by September 17, 2021. Projects will be presented to Commission on August 11th to rank and approve

Recommendation:

No action required

Attachments:

-

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

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 7-14-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.1

SUBJECT: Resolution 01 2021-2022 Open Meetings Act
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: July 8, 2021
SUBMITTED BY: Angela A. Torres, City Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Angela A. Torres, City Clerk-Treasurer

Summary/Background:

The Open Meetings Act is found in NMSA 1978, Chapter 10, Article 15, Section 10-15-1 to 10-15-4 and are known as a "sunshine law." The Open Meetings Act or "Sunshine Law" generally requires that the Public business be conducted in full public view, and that the deliberations of public bodies be open to the public.

This Resolution is generally adopted as the first Resolution of each Fiscal Year at the first meeting in July.

Recommendation:

Approve the Resolution.

Attachments:

- Resolution No. 01 2021/2022

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. 01 2021/2022

Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 7-14-2021



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 01 21/22

A RESOLUTION DESIGNATING THE MANNER IN WHICH ALL MEETINGS OF THE CITY COMMISSION, ITS BOARDS, COMMISSION AND COMMITTEES WILL BE HELD AND THE METHOD OF PUBLIC NOTIFICATION.

WHEREAS, pursuant to the requirements of the Open Meetings Act ("Act"), Section 10-15-1 et seq. NMSA 1978, all meetings of the City Commission, its boards, commissions or committees held for the purpose of formulating public policy or for the purpose of taking any action within the authority of or the delegated authority of any board, commission, committee, or other policymaking body are declared to be public meetings open to the public at all times, except as otherwise provided in the state constitution or the Act; and

WHEREAS, all meetings subject to the provision of the Act at which the formation of public policy, such as discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs and at which a majority of quorum of the body is in attendance shall be public meetings and shall be held only after reasonable Notice/Agenda to the public; and

WHEREAS, the Act requires the City Commission to determine annually in a public meeting what Notice/Agenda for a public meeting is reasonable when applied to the City Commission, its boards, commissions and committees.

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

1. Regular meetings of the City Commission shall be held on the second and fourth Wednesdays of each month at 9:00 a.m., or upon such times as the Commission agrees to change the meeting date or time. If said meeting falls on a holiday, the meeting shall then be held on Thursday, immediately following. All meetings will be held at the City Commission Chambers, 405 W. 3rd Street unless due Notice/Agenda is given to the public.
2. Regular meeting of any board, commission, or committee, shall be established by formal action of the respective body as to the date, time and location. Consideration shall be given to holding such meetings at a date, time and location, which promotes the active participation of the community.
3. Notice/Agenda requirements for all meetings shall be in accordance with the following:

- A. **Regular Meetings** – Notice of the meetings, indicating the date, time, and location of the meetings shall be published in one or more newspapers of general circulation within the community at least once per month. The Notice/Agenda shall be given at least 5 days prior to the meeting. The final Notice/Agenda shall be posted in the City Clerk's Office and posted on the City's website.
- B. **Special Meetings** – May be called only by the majority of the members of the City Commission. Notice/Agenda shall be given with no less than 72 hours' Notice/Agenda before such meeting. The notice/agenda shall specify the business to be conducted, and shall be broadcast over the radio, or in the alternative, be posted in the following places: 1) Bulletin board at the City Utilities Office; 2.) the north bulletin board at the Sierra County Administrative Building; 3) First Savings Bank; 4) Bank of the Southwest at T or C; 5) U.S. Post Office located on Main Street; and 6) City Clerk's Office and on the City's website.
- C. **Emergency Meetings** – 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. Emergency meetings maybe called by the Mayor or a majority of the Commission by giving 24 hours' notice/agenda prior to meeting, and is possible and reasonable under the circumstances.

Emergency meeting notice/agenda shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such an agenda.

4. Pursuant to the Open Meetings Act 10-15-1 (C) NMSA if otherwise allowed by law or rule of the public body, a member of a public body may participate in a meeting of the public body by means of a conference telephone, or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.2

SUBJECT: Resolution No. 02 21/22 adopting fees for the City of T or C Golf Course Club House.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 2021

SUBMITTED BY: Orrin Hechler, Community Services Director

WHO WILL PRESENT THE ITEM: Wes Owens and OJ Hechler

Summary/Background:

The city would like to utilize the Golf Course Club House for the use of golf members, and non-golf members. This resolution for the implementation of fees associated with renting the venue.

Recommendation:

Approval of Resolution No. 02 21/22

Attachments:

- Resolution No 02 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 7-14-2021

RESOLUTION NO. 02 21/22

**A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION FOR
ADOPTING FEES, DEPOSITS, AND REGULATIONS FOR USE OF THE
MUNICIPAL GOLF COURSE CLUB HOUSE**

WHEREAS, the City of Truth or Consequences operates and maintains the Club House at the Municipal Golf Course, and;

WHEREAS, the City of Truth or Consequences finds it necessary to collect fees and deposits in order to assure the continued maintenance of the Club House, and;

WHEREAS, the City of Truth or Consequences finds it necessary to enact certain regulations for the Club House as follows:

The following are the rental fees created for the use of the **Club House**:

1-4 Hours Private Party	\$25.00
4-8 Hours Private Party	\$50.00
Over 8 Hours Private Party	\$100.00

Note: THIS INCLUDES SET UP AND TEAR DOWN TIME. SET UP AND TEAR DOWN WILL BE THE RESPONSIBILITY OF THE RENTER.

ALL above rates are subject to a deposit of **\$250.00** EXCEPT when alcohol is being served, then the deposit will be **\$400.00**. No alcoholic beverages are permitted in the venue unless served by a vendor with a "picnic license".

The cleaning/damage deposit will be deposited in a city account, and will be refunded after the event, if the venue has not been damaged, and has been cleaned to the satisfaction of the city. If the amount of deposit is greater than the cost of cleaning or damage, the difference will be refunded. If the cost of cleaning or damage is greater than the amount of deposit, the renter will be charged accordingly.

NON-PROFIT ORGANIZATION CRITERIA:

- Non-profit organizations will receive a 50% reduction in rental fees by providing their non-profit status paperwork. All deposits must be paid in full.
- The organization must be a registered non-profit organization, and provide their non-profit status.
- The organization must be either located in the city or their work must benefit the city and/or its residents.
- The organization must state the purpose of the event, and how the revenue will benefit the citizens of Truth or Consequences.

RENTAL CRITERIA:

- The rental agreement must be submitted to the City Golf Course at time of scheduling.
- To reserve the event, the amount of cleaning/damage deposit is due at the time the rental agreement is issued.
- If alcohol is served without meeting these requirements, the city has the right to terminate the event and contact the appropriated authorities. Additionally, if these requirements are not met, this may result in fines imposed by the state and will result in the cancellation of the event.
- The client agrees to Hold Harmless the City of Truth or Consequences for any and all damages, including theft and disappearance of any and all equipment (owned or leased) by the Client. The City of Truth or Consequences does not assume any responsibility for damages or loss of any personal property left in the venue, parking or public areas.
- Cancellations must be made within 48 hours of event, or the cleaning/damage deposit will be imposed.
- It should be noted that the Club House is intended for the use of League Members, Tournaments, and Golf Related Functions. For this reason, rental times must be approved by City Staff.

Note: The City Manager may impose other use regulations as he/she may deem necessary, as long as those regulations do not subvert the intent of this policy.

NOW THEREFORE, BE IT RESOLVED by the City of Truth or Consequences Governing Body, that the fees, deposits and regulations described herein are hereby enacted.

PASSED, APPROVED, AND ADOPTED this 14th day of July, 2021.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.3

SUBJECT: Resolution No. 03 21/22 Authorizing Acceptance of Colonias Infrastructure Fund (CIF) Project No 5550-CIF; Water Infrastructure; T or C Water System Improvements Phase 2 From New Mexico Finance Authority (NMFA).

DEPARTMENT: Community Development

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City submitted an application to NMFA CIF for the purpose of water system improvements. NMFA CIF approved the application and is now offering funding consisting of a 10% loan in the amount of \$50,000 and a 90% grant in the amount of \$450,000 and match in the amount of \$50,000. Funds will be used in conjunction with the Drinking Water State Revolving Loan Fund Project (E. Second Ave, Marshall Street, N. Pershing, Sierra Vista).

Recommendation:

Approve Resolution 03 21/22

Attachments:

- Resolution 33 20/21 – Approval to submit Application
- NMFA CIF Award Letter
- Resolution 03 21/22 – Approval to accept Award

Fiscal Impact (Finance): Yes

Grant - \$450,000

Loan - \$50,000

Match - \$50,000

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-14-2021



RESOLUTION NO. 33 20/21

A RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY FOR THE COLONIAS INFRASTRUCTURE FUND.

WHEREAS, the City of Truth or Consequences ("City") is a qualified entity under the New Mexico Finance Authority Colonias Infrastructure Act, Sections 6-30-1 through 6-30-8, NMSA 1978 ("Act"), and the City Commission ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for the benefit of the City; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the Colonias Infrastructure Fund created under the Act and has developed an application procedure whereby the City may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the City intends to undertake construction for the Water System Improvements for the benefit of the City and its citizens; and

WHEREAS, this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application; and

WHEREAS, the City is committing the required cash match obligation for the proposed project in addition to any loan component that may be required.


NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES;

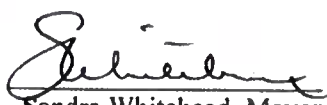
That the filing of an Application to the New Mexico Colonias Infrastructure Board for funding in the 2021 Colonias Infrastructure Fund funding cycle is hereby authorized. The project type falls under Water Infrastructure and proposes the construction of water system improvements that include waterline replacements to provide a safe and reliable source of water to its residents. The financial assistance requested is in the amount of \$500,000.00.

BE IT FURTHER RESOLVED, that City Manager Morris Madrid is hereby designated as the City's representative on behalf of this application and authorized signatory authority on all related documentation.

PASSED, APPROVED AND ADOPTED this 10th day of February 2021.

ATTEST:


Angela Torres, City Clerk


Sandra Whitehead, Mayor



June 28, 2021

Via First Class Mail and Email

City of Truth or Consequences
Attn: Mayor Sandy Whitehead
505 Sims St.
Truth or Consequences, NM 87901
Sandra.whitehead@torcnm.org

RE: Colonias Infrastructure Project No. 5550-CIF; Water Infrastructure; TorC water system improvements Phase 2

Dear Mayor Whitehead:

The Board of Directors of the New Mexico Finance Authority ("NMFA") met on June 24, 2021, to approve the final terms, structure and conditions of Colonias Infrastructure Funding in the amount of \$500,000 to the City of Truth or Consequences ("City") for its Water Infrastructure Project. This action is a result of the Colonias Infrastructure Board recommendations approved on May 20, 2021.

The approved funding structure consists of a 10% loan in the amount of \$50,000, and a 90% grant in the amount of \$450,000. The loan component is a 20-year term at interest rate of 0%. The loan and grant are to be used by the City for the Construction/replacement of undersized cast iron distribution lines, service lines, hydrants and associated appurtenances.

To secure the funding agreement for the award, the City must submit the following Readiness to Proceed items **no later than October 29, 2021** by email only to Colonias@nmfa.net.

SUBMISSION OF READINESS TO PROCEED ITEMS

This funding is conditional and the City must submit the following Readiness to Proceed ("RTP") items, as applicable, before the loan/grant agreement can be scheduled to close:

1. A monthly draw-down schedule of project expenditures, including Month and Year;
2. Verification of match in the amount of \$50,000;
3. Approval of plans/specification by NMED-Construction Programs Bureau;
4. Verification that right-of-way and permits are secured;
5. Updated Open Meetings Act resolution;
6. Consent of additional debt from USDA and NMED;
7. All contingencies must be satisfied **no later than October 29, 2021**; and
8. Any additional information requested by the NMFA Board or Colonias Infrastructure Board.

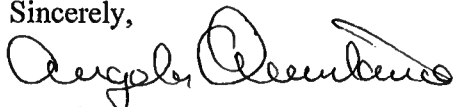
City of Truth or Consequences
June 28, 2021
Page 2

Compliance with the RTP process is required to secure the funding for this project. To prevent any delays in securing the funding, please begin preparing the RTP information upon receipt of this notice. When all of the RTP criteria have been submitted, outside counsel for NMFA will draft the funding agreement and will contact the City directly for closing arrangements.

As part of the technical oversight of Colonias Infrastructure Funds, all project documentation (design and construction plans, contracts, bids, etc.), must be reviewed and approved by the New Mexico Environment Department, Construction Programs Bureau. Please contact Steven Deal, Project Manager, (505) 670-2926, steven.deal@state.nm.us, to confirm technical requirements for this project.

Please contact me at Colonias@nmfa.net or (505) 992-9648 if you have any questions regarding the RTP information.

Sincerely,



Angela Quintana
Senior Program Administrator

cc: Traci Alvarez, Tor C, tburnette@torcnm.org
Carol Kirkpatrick, TorC, cjkirkpatrick@torcnm.org
Morris Madrid, TorC, mmadrid@torcnm.org
Alfredo Holguin, Wilson & Co., alfredo.holguin@wilsonco.com
Ashley Martinez, Wilson & Co. Ashley.martinez@wilsonco.com
Steven Deal, NMED-CPB, steven.deal@state.nm.us
Andrea Telmo, NMED-CPB, andrea.telmo@state.nm.us



RESOLUTION NO. 03 21/22

**AUTHORIZING ACCEPTANCE OF COLONIAS INFRASTRUCTURE FUND (CIF) PROJECT
NO 5550-CIF; WATER INFRASTRUCTURE; T OR C WATER SYSTEM IMPROVEMENTS
PHASE 2 FROM NEW MEXICO FINANCE AUTHORITY (NMFA)**

WHEREAS, the City Commission of the City Truth or Consequences adopted Resolution No. 33 20/21 authorizing and approving submission of a completed application for financial assistance and project approval to The New Mexico Finance Colonias Infrastructure Board for construction services for the Water System Improvements project; and

WHEREAS, the New Mexico Finance Authority has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$50,000 and a 90% grant in the amount of \$450,000 and;

WHEREAS, this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application; and

WHEREAS, a match is required as part of the funding structure.

NOW THEREFORE, BE IT RESOLVED THAT, the Governing Body of the City of Truth or Consequences, New Mexico, hereby accepts the NMFA CIF award of 10% loan in the amount of \$50,000, and a 90% grant in the amount of \$450,000 and approves the required cash match in the amount of \$50,000; and approves that City Manager Bruce Swingle is hereby designated as the City's representative on behalf of the NMFA Colonias Infrastructure Board Project No. 5550-CIF and is authorized as signatory authority and has designated the City Clerk as signatory in his absence and shall work with staff to execute, sign, and submit required documentation.

PASSED, APPROVED AND ADOPTED this 14th day of July 2021.

ATTEST:

Sandra Whitehead, Mayor

Angela Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.4

SUBJECT: Resolution No. 04 21/22 South Central Council of Governments (SCCOG) annual dues.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 22, 2021
SUBMITTED BY: Tammy Gardner
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

Annual dues to South Central Council of Governments for FY 21-22 needs to be approved by resolution.

Recommendation:

Approve

Attachments:

- Letter from SCCOG
- Resolution

Fiscal Impact (Finance): Choose an item.

\$2,187.00

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 7-14-21



South Central COUNCIL OF GOVERNMENTS

District 7

June 15, 2021

Members

State Legislator:
Senator Mary Kay Papen

Doña Ana County

City of Las Cruces

City of Sunland Park

City of Anthony

City of Socorro

Socorro County

City of Truth or Consequences

Sierra County

Town of Mesilla

Village of Hatch

Village of Magdalena

Village of Williamsburg

City of Elephant Butte

Lower Rio Grande Public
Water Works Authority

San Antonio Mutual Domestic
Water Consumer Association

Polyadera Mutual Domestic
Water Consumer Association

Doña Ana Mutual Domestic
Water Consumer Association

Anthony Water & Sanitation
District

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

Re: Request for Membership Dues for FY 2021-2022- Invoice

Dear Mr. Bruce Swingle:

This letter is a request to the City of Truth or Consequences for your membership in the South Central Council of Governments (SCCOG) for FY 21-22. Please find enclosed a membership dues invoice. This year's dues for the City of Truth or Consequences will remain the same in the amount of **\$2,187.00**.

It is required that your participation with the SCCOG be passed by resolution. For your convenience, a resolution is enclosed for the governing body's review and approval.

Your membership and participation in the SCCOG is crucial to our concerted efforts in the district. If you have any questions with respect to our request, please contact me at your earliest possible convenience.

Sincerely,


Jay Armijo
Executive Director

Enclosure

Main Office
P.O. Box 1072
600 Hwy. 195, Suite B & C
Elephant Butte, NM 87935
Phone: 575-744-4857
Fax: 575-744-5021

Jay Armijo, Executive Director
Email: jarmijo@sccog-nm.com
Website: www.sccog-nm.com

Mesilla Office
P.O. Box 297
2231 Avenida de Mesilla
Mesilla, NM 88046-0297
Email: tigoolsby@sccog-nm.com
Ph: 575-524-3262 Ext. 110

RESOLUTION NO. _____

APPROVING PARTICIPATION IN THE PROGRAM OF THE
SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2021-2022

WHEREAS, City of Truth or Consequences (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member be entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2021-2022 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representatives or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$2,187.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2021 and ending June 30, 2022.
- C. The Member hereby appoints _____, as their designated representative and _____ as alternate.

NOW THEREFORE, BE IT RESOLVED THAT the Member and the SCCOG hereby mutually agree to the aforementioned provisions of this Resolution and Agreement.

DONE this _____ day of _____, 2021 at _____, New Mexico.

Attestation:

Member Government

Clerk, or other Authorized Official

Signature of Authorized Official

Attest :

South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairwoman, Nora Barraza



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.5

SUBJECT: Resolution No. 05 21/22 the imposition of a \$50 monthly fee to retain a digital meter.
DEPARTMENT: City Manager's Office
DATE SUBMITTED: July 9, 2021
SUBMITTED BY: City Manager Swingle
WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

The city entered into a contract with Landis-Gyr dated September 16, 2019 which contemplated that Landis-Gyr would install AMI Meters to all of the city utility customers. The city wishes to accommodate customers who desire to retain digital meters in lieu of having an AMI installed on their property for a \$50 monthly fee.

Recommendation:

Approve Resolution.

Attachments:

- Resolution No. 05 21/22
- .

Fiscal Impact (Finance): Choose an item.

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 7-14-21



CITY OF TRUTH OR CONSEQUENCES

RESOLUTION NO. 05 21/22

**A RESOLUTION IMPOSING A \$50 FEE
TO CUSTOMERS DESIRING TO RETAIN
THEIR DIGITAL METERS**

WHEREAS, the city entered into a contract with Landis-Gyr dated September 16, 2019 which contemplated that Landis-Gyr would install AMI meters to all of the City utility customers, and

WHEREAS, the aforesaid contract does not provide an “opt out” provision whereby customers can elect to retain their digital meters in lieu of having an AMI meter installed on their property, and

WHEREAS, The City Commission wishes to accommodate customers who desire to retain digital meters in lieu of having an AMI meter installed on their properties, and

WHEREAS, the City needs to impose a fee upon customers who desire to retain their digital meters. Such fee is necessary to defray the City’s costs in connection with maintaining the digital meters, including, but not limited to, the costs associated with a manual reading of the digital meters.

NOW THEREFORE, be it resolved as follows:

1. The City does hereby allow any of its customers to “opt out” and retain its digital meters in lieu of having an AMI meter installed on their property.
2. The fee for such an opt-out shall be \$50 per month for each digital meter retained.
3. In order to opt out, a customer must notify the City’s Electrical Department of its intentions within a reasonable time.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.6

SUBJECT: Resolution No. 06 21/22 identifying public information officers for the city and release of information to the public and news media.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 9, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

This item is to establish guidelines for the flow of information between the City, City Departments, the news media and the general public.

Recommendation:

Approve Resolution.

Attachments:

- Resolution No. 06 21/22
- .

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agendas 7-14-21



RESOLUTION NO. 06 21/22

**RESOLUTION IDENTIFYING PUBLIC INFORMATION OFFICERS FOR THE CITY AND
RELEASE OF INFORMATION TO THE PUBLIC AND NEWS MEDIA**

WHEREAS, the City Commission of the City Truth or Consequences, met in a regular meeting on July 14, 2021, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901; and

WHEREAS, in accordance with the powers vested in a city commission, Section 3-14-12 NMSA 1978, the City Commission of the City Truth or Consequences has legal powers and authority to pass ordinances and other measures conducive to the welfare of the municipality and to perform all acts required for the general welfare of the municipality; and

WHEREAS, the city desires to establish guidelines for the flow of information between the City, City Departments, the news media and the general public; and

WHEREAS, the City recognizes the need to communicate openly with the general public and media and will strive to provide correct and factual information to the public and news media in a timely, professional and impartial manner; and

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences designates and authorizes Department Directors to serve as public information officers, and to coordinate and provide information concerning their respective departments to the public and news media in a timely, professional and impartial manner.

NOW THEREFORE, BE IT FURTHER RESOLVED by the governing body of the City of Truth or Consequences that the City Manager will serve as the principal public information officer for information on city-wide and organizational matters.

NOW THEREFORE, BE IT FURTHER RESOLVED by the governing body of the City of Truth or Consequences that information pertaining to litigation or potential litigation, personnel matters and other matters typically requiring executive session discussion will not be released to the public or news media.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: G.7

SUBJECT: Resolution No. 56 20/21 establishing fees and adopting procedures for requesting Inspection of Public Record.

DEPARTMENT: City Manager

DATE SUBMITTED: July 14, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

This Resolution is to establish fees and adopt procedures for requesting Inspection of Public Records. This item was presented to the Commission on June 23, 2021, and tabled so that additional information could be included to the Resolution.

Recommendation:

Approval of Resolution No. 56 20/21.

Attachments:

Resolution No. 56 20/21

Fiscal Impact (Finance): No

\$0.00

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. 56 20/21 Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-14-2021



RESOLUTION NO. 56 20/21

RESOLUTION ADOPTING PROCEDURES FOR REQUESTING INSPECTION OF PUBLIC RECORDS AND FEES

WHEREAS, the City Commission of the City Truth or Consequences, met in a regular meeting on July 14, 2021, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901; and

WHEREAS, the City Commission of the City Truth or Consequences is a legally and regularly created, established, organized, and existing city under the general laws of the State of New Mexico and more specifically, Section 3-45-5, NMSA 1978, as amended and supplemented; and

WHEREAS, access to public records is a fundamental right afforded to people in a democracy; and

WHEREAS, citizens have a fundamental right to have access to public records; the citizen's right to know is the rule and secrecy is the exception. Where there is no contrary statute, the right to inspect public records must be allowed; and

WHEREAS, the New Mexico Supreme Court acknowledges writings coming into the hand of public officers in connection with official functions should generally be accessible to members of the public so that there will be an opportunity to determine whether those who have been entrusted with the affairs of government are honestly, faithfully and competently performing their function as public servants; and

WHEREAS, Section 14-2-7 of the Inspection of Public Records Act (NMSA 1978) states that each public body shall designate at least one custodian of public records who shall: receive and respond to requests to inspect public records, provide proper and reasonable opportunities to inspect public records, and provide reasonable facilities to make or furnish copies of the Public Records during usual business hours.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences designates the City Clerk as its custodian of public records and the City Deputy Clerk as an alternate.

The City Clerk shall:

1. Receive and respond to requests to inspect City public records
2. Provide proper and reasonable opportunities to inspect City public records

3. Provide reasonable facilities to make copies of City public records during usual business hours.

NOW THEREFORE, BE IT FURTHER RESOLVED by the governing body of the City of Truth or Consequences establishes a formal procedure for managing requests for inspection of public records, and sets forth a fee schedule for such records.

By law, under the inspection of Public Records Act, every person has a right to inspect public records of the City of Truth or Consequences. The Act also makes compliance with requests to inspect public records an integral part of the routine duties of the officers and employees of the City of Truth or Consequences.

Procedures for Requesting Inspection

Requests to inspect public records should be submitted to the records custodian, City Clerk, located at 505 McAdoo Street, Truth or Consequences, New Mexico 87901, phone number (575) 894-6673.

A person desiring to inspect public records may submit a request to the records custodian orally or in writing. However, the procedures and penalties prescribed by the Act apply only to written requests. A written request may be submitted in person or sent via US mail, email or facsimile. The request must describe the records sought in sufficient detail to enable the records custodian to identify and locate the requested records.

The records custodian must permit inspection immediately or as soon as practicable, but no later than 15 calendar days after the records custodian receives the inspection request. If inspection is not permitted within three business days, the person making the request will receive a written response explaining when the records will be available for inspection or when the public body will respond to the request. If any of the records sought are not available for inspection, the person making the request is entitled to a written response from the records custodian explaining the reasons inspection has been denied. The written denial shall be delivered or mailed within 15 calendar days after the records custodian received the request for inspection.

Procedures for Requesting Copies and Fees

There is no fee to inspect public records. If a person requesting inspection would like a copy of a public record, in addition to the costs of postage, a reasonable fee may be charged, as detailed in the chart below.

Item	One Side Page
Photo Copies	\$1.00 per page
Reader/Printer Copies	\$1.00 per page
Newspaper	\$1.00 per page
Ordinances & Resolutions	\$1.00 per page
18" x 24" Plat/Plan	\$4.00 per page
24" x 36" Plat/Plan	\$6.00 per page
36" plus Plat/Plan	\$6.00 plus \$1.00 for each additional foot per page
Notary Public	\$3.00 per document notarized

To protect the city's data and infrastructure, personal travel drives, CD's, DVD's, etc. will not be used to store data or information for purposes of IPRA records requests; and personal devices will not be connected to city property to store data or information.

Electronic data is to be provided in the format it exists at the time of the request; therefore, electronic data is not to be converted, nor will a fee be charged for electronic data.

The records custodian may request that applicable fees for copying public records be paid in advance, before the copies are made. A receipt indicating that the fees have been paid for making copies of public records will be provided upon request to the person requesting the copies. There shall be no charge assessed to City of Truth or Consequences' Departments.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: H.1

SUBJECT: Request to formally withdraw application to the USDA Rural Development Community Facilities Grant Program for financial assistance for Electrical Transformer and equipment

DEPARTMENT: Community Development

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

An application to USDA Rural Development Community Facilities Grant Program for financial assistance for Electrical Transformer and equipment is in progress. USDA requires formal action for withdrawal of application

Recommendation:

Approve and execute letter of application withdrawal

Attachments:

- Letter
-

Fiscal Impact (Finance): N/A

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 7-14-2021

*Sandra Whitehead
Mayor*

*Amanda Forrister
Mayor Pro-Tem*

*Frances Luna
Commissioner*



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

*Paul Baca
Commissioner*

*Randall Aragon
Commissioner*

*Bruce Swingle
City Manager*

July 14, 2021

New Mexico | Rural Development
U.S. Department of Agriculture
One Sun Plaza 100 Sun Avenue NE, Suite 130
Albuquerque, NM 87109

To whom it may concern,

The City of Truth or Consequences would like to formally withdraw our application to the USDA Rural Development Community Facilities Grant Program for financial assistance for Electrical Transformer and equipment.

We sincerely appreciate your consideration for funding and appreciate the level of assistance USDA Rural Development has offered the city in past and current funding application cycles.

We look forward to continuing our work with USDA Rural Development in the future. Thank you for the time you spent reviewing our application.

Sincerely,

Sandra Whitehead
Mayor



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.1

SUBJECT: Emergency purchase for repair/replacement of Well #7.

DEPARTMENT: Finance

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

The Water Department had to make an emergency repair/replacement of Well #7 to Mauldin Drilling in the amount of \$34,818.40. Water consumption was outpacing water production and without this well, we likely would not have had enough water to make it through the following week.

Recommendation:

Information Only

Attachments:

Emergency Justification Request Form

- Procurement Documents

Fiscal Impact (Finance): Yes

\$34,818.40

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 7-14-2021



STATE OF NEW MEXICO EMERGENCY DETERMINATION FORM

The emergency procurement method (NMSA 1978, Section 13-1-127) may only be used when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of government;
2. the preservation or protection of property; or
3. the health or safety of any person.

I. Name of Agency: City of Truth or Consequences

Agency Chief Procurement Officer: Tammy Gardner

Telephone Number: 575-894-6672

II. Name of Contractor: Mauldin Drilling

Address of Contractor: PO Box 131 Williamsburg, NM 87942

Amount of prospective contract: \$34,818.40

Term of prospective contract: One Time Purchase

Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:

Well #7

Pull turbine pump 2,860.00 2,860.00T

625S600-3 Grundfos pump with 8" X 6" Hitachi 460V 3 ph motor 14,500.00 14,500.00

126' - 6" BTC - Pipe 5,000.00 5,000.00

6" Ductile iron break away check valve 800.00 800.00

340' - 2/3W ground Sub Wire 6,000.00 6,000.00

8" X 6" steel reducer, addapter 880.00 880.00

Installation of Equipment 4,180.00 4,180.00T

Total depth 547'

Depth to water 71'

Pump set 326' - 126' - 6" taper thread pipe, balance 8" butte thread pipe
Sales

- III. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

Water Consumption was outpacing water production and without this well, we likely would not have had enough water to make it through the following week.

- IV. Please describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

We will be redoing an RFP for water wells to be rehabbed. This was a one-time emergency purchase to ensure that water was supplied to our residents.

- V. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

Dedicate funds to ensuring the wells are better maintained and conditioned for the amount of water production necessary to prevent such emergencies.

Certified by:

Date:

7.5.21



Agency Chief Procurement Officer

Agency Approval by:

Date:

Cabinet Secretary/Governmental Entity Head or Designee

From: Wagner, Francine, GSD
To: Kirkpatrick, Carol
Subject: State of New Mexico: Sole Source #20-M0098-21-EM111 - Posted
Date: Tuesday, July 06, 2021 3:21:01 PM

Greetings,

Your Sole Source/Emergency Procurement has been published to the SPD website.

Procurement #20-M0098-21-EM111

[Click here](#) to view this document on the SPD website.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

**CITY OF TRUTH OR CONSEQUENCES**

505 Sims St.
Truth or Consequences, NM 87901
PH: (575) 894-6673
FAX: (575) 894-0363

PURCHASE ORDER**PO Number:** 74523**Date:** 07/06/2021**Requisition #:** 85687**Vendor #:** 1734

ISSUED TO: MAULDIN DRILLING, LLC
P.O. BOX 131
WILLIAMSBURG, NM 87942

SHIP TO: City of Truth or Consequences
505 Sims St.
Truth or Consequences, NM 87901

ITEM	UNITS	VENDOR PART #	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1		PULL TURBINE PUMP	504-3803-47430		2,860.00	2,860.00
2	1		625S600-3 GRUNDFOS PUMP W/ 8"X6" HITACHI	504-3803-47430		14,500.00	14,500.00
3	1		126'-6" BTC-PIPE	504-3803-47430		5,000.00	5,000.00
4	1		6" DUCTILE IRON BREAK AWAY CHECK VALVE	504-3803-47430		800.00	800.00
5	1		340' 2/3 W GROUND SUB WIRE	504-3803-47430		6,000.00	6,000.00
6	1		8"X6" STEEL REDUCER ADDAPTER	504-3803-47430		880.00	880.00
7	1		INSTALLATION OF EQUIPMENT	504-3803-47430		4,180.00	4,778.40

Emergency Purchase for Attached
Junkification Well #17

SUBTOTAL:	34,220.00
TOTAL TAX:	598.40
SHIPPING:	0.00
TOTAL	34,818.40

Chief Purchasing Office:**Date:** 7/16/21**Director of Finance:**

Requisition approved electronically.

City Manager:

Requisition approved electronically.

City Manager

1. Send INVOICE to Accounts Payable, address as noted above.
2. Prepay all transportation charges, and attach receipted freight bill to invoice.
3. Show our Purchase Order number on all invoices, Bills of Lading, Packages, etc.
4. This order must NOT be filled in greater or lesser quantities than shown without our written permission.
5. This order is issued with the understanding that if material is not according to our specifications, same will be returned at seller's expense.
6. The right is reserved to cancel this order if not filled within a reasonable length of time.
7. The City is exempt from all federal excise and state tax - ID# 01-405755-007



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.2

SUBJECT: Approval of Purchase Requisitions Over \$20,000

DEPARTMENT: Finance

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Per Resolution No 46 20/21 Execution of Contracts; Grant Agreements; Memoranda of Understanding; Joint Powers Agreements; Settlement Agreements; Purchases (Contract and Purchases More Than \$20,000)

Recommendation:

Approval Recommended by Interim 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 \$137,888.82

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 7-14-2021

**PURCHASE REQUISITION APPROVAL
COMMISSION MEETING 7/14/21**

2021-22 FISCAL YEAR

Number	Vendor Name	Description	Requested By	Department	Total Amount	
85565	HALL ENVIRONMENTAL ANALYSIS	WEEKLY AND QUARTERLY TESTING WASTE WATER	JESSE COLE	WASTEWATER	\$ 31,188.82	per Quotes
85714	TDS	INTERNET SERVICES 2021-22	CKIRKPATRICK	CITY WIDE	\$ 106,700.00	
					\$ 137,888.82	

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Sandra Whitehead, Mayor

Date



REQUISITION

Requisition #: 85565

Date: 07/01/2021

Vendor #: 7752

ISSUED TO: HALL ENVIRONMENTAL ANALYSIS LA
4901 HAWKINS NE
ALBUQUERQUE, NM 87109-4337

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	28 SM 4500 NORG C TKN (M4500-NORG)		35.00 506-4005-48598	980.00
2	28 EPA METHOD 300.0 ANIONS NO3,CL (E3)		40.00 506-4005-48598	1,120.00
3	4 EPA METHOD 1664B FOG (1664)		85.00 506-4005-48598	340.00
4	4 EPA METHOD 365.1 TOTAL PHOSPHOROL		35.00 506-4005-48598	140.00
5	4 EPA METHOD 625 SVOCS HAXACHLOROE		200.00 506-4005-48598	800.00
6	156 EPA METHOD 624 VOCS ACRYLONITRILE		90.00 506-4005-48598	14,040.00
7	156 EPA 200.8 METALS CADMIUM (W200.8)		35.00 506-4005-48598	5,460.00
8	104 SM5210B BOD (M5210B)		58.00 506-4005-48598	8,308.82

PO Description: WEEKLY AND QUARTERLY TESTING 2021-22

Detailed Description:

LAB TESTING FOR BOD, CADMIUM, ACRYLONITRILE, NO3,CL,TKN,FOG,TOTAL P, HEXAVHLOOROBENZENE

I HAVE REACHED OUT TO 3 LABS. HALL IS THE MIDDLE BIDDER. THE THE LOWEST BEING ANALYTICAL BUT WITH THEM WE WOULD HAVE TO SHIP OUR SAMPLES TO THEM, PROBLEM WITH THIS WILL BE GETTING THE SAMPLES SHIPPED OVER NIGHT COSTING US MORE ON TOP OF THEIR QUOTE OF \$24,736.00 OTHER PROBLEMS WOULD BE WITH SAMPLES NOT BEING SHIPPED ON TIME AND HAVING TO REDUE THEM AND RESHIPPING, SAMPLES HAVE TO STAY AT A CERTAIN TEMP AT ALL TIME. THE THIRD LAB INDEPTH WAS SEND AN EMAIL WITH THE SAME INFO SEND TO THE OTHER 2 LABS NO REBONDS FROM THEM

SUBTOTAL:	28,912.00
TOTAL TAX:	2,276.82
SHIPPING:	0.00
TOTAL	31,188.82

Authorized By: _____

PR 85565 Hall Environment

Jesse Cole, Director

LAB TESTING FOR BOD, CADMIUM, ACRYLONITRILE, NO3,CL,TKN,FOG,TOTAL P, HEXAVHLOOROBENZENE

I HAVE REACHED OUT TO 3 LABS. HALL IS THE MIDDLE BIDDER. THE THE LOWEST BEING ANALYTICAL BUT WITH THEM WE WOULD HAVE TO SHIP OUR SAMPLES TO THEM, PROBLEM WITH THIS WILL BE GETTING THE SAMPLES SHIPPED OVER NIGHT COSTING US MORE ON TOP OF THEIR QUOTE OF \$24,736.00 OTHER PROBLEMS WOULD BE WITH SAMPLES NOT BEING SHIPPED ON TIME AND HAVING TO REDUE THEM AND RESHIPPING, SAMPLES HAVE TO STAY AT A CERTAIN TEMP AT ALL TIME. THE THIRD LAB INDEPTH WAS SEND AN EMAIL WITH THE SAME INFO SEND TO THE OTHER 2 LABS NO REPODS FROM THEM.

HALL IS THE BEST DO TO THEIR TOTAL INCLUDES ALL TESTINGS NEEDED TAXES AND SHIPPING IS INCLUDED AT 31,188.82.

THE 3 LABS I CONTACTED ARE

HALL ENVIRONMENTAL ANALYSIS \$31,188.82

ANALYTICAL SERVICES \$24,736 (NOT INCLUDING THE SHIPPING OF SAMPLES TO THEM)

INDEPTH TESTING NO RESPOND

MY RECOMMENDATION IS TO MOVE FORWARD WITH HALL AS OUR PREMIER LAB FOR WASTEWATER TESTING



Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
TEL: 505-345-3975 FAX: 505-345-4107
Website: clients.hallenvironmental.com

QUOTATION

Quote#: 2242
Date: 6/11/2021

Company: City of T or C
Contact: Jesse Cole
Address: 505 Sims Street

T or C, NM 87901
Phone: (575) 740-2277
Fax:

Project: Quarterly and Monthly Testing
TAT: 10 working days
QC Level: LEVEL II
Project Manager: Andy Freeman
Sales Rep:
Quote Expires: 12/30/2022

Item Description	Test	Matrix	Remarks	Qty	Unit Price	Total
SM 4500 Norg C: TKN	M4500-Norg	Aqueous	TKN	28	35.00	980.00
EPA Method 300.0: Anions	E300	Aqueous	NO3, Cl	28	40.00	1,120.00
EPA Method 1664B	1664	Aqueous	Fab	4	85.00	340.00
EPA Method 365.1: Total Phosphor	E365.1	Aqueous	Total P	4	35.00	140.00
EPA Method 625 - SVOCs	E625	Aqueous	Hexachlorobenzene	4	200.00	800.00
EPA Method 624 - VOCs	E624	Aqueous	Acrylonitrile	156	90.00	14,040.00
EPA 200.8: Metals	E200.8	Aqueous	Cd	156	35.00	5,460.00
SM5210B: BOD	M5210 B	Aqueous	BOD	104	58.00	6,032.00

Sub Total: \$28,912.00
Misc: \$0.00
Surcharge: 7.875%

TOTAL: \$31,188.82

Comments: Hall Environmental will pay for shipping samples to the laboratory.

Sincerely,

Andy Freeman
Laboratory Manager
Phone: 505-345-3975
Email: andy@hallenvironmental.com

Terms and Conditions:

Hall Environmental Analysis Laboratory (HEAL) will provide all sampling containers, coolers, chains of custody and labels. A standard data deliverables package and QC package will be provided with this report, including lab spikes and lab spike duplicates. NM State tax has been included in this quotation. Thank you, for the opportunity to bid on this project. Please feel free to call with any questions (505) 345-3975. Invoices can be paid via Visa, Master Card, American Express, Company Check or Cash.

entered 6/18/21

Analytical Services Quotation

WW PERMIT TESTING 2021
TRUTH OR CONSEQUENCES, CITY OF
JESSE COLE

Bid Date: 08/03/2020
Bid Expires: 08/03/2021
Prices Expire: 08/03/2021

Matrix	Parameters	Method	#	TAT (days)	Unit Price	Extended Price
Wastewater	Biochemical Oxygen Demand	SM 5210B	104	10	\$50.00	\$5,200.00
Wastewater	Chloride, SM4500Cl-B	4500-Cl-B	28	10	\$12.00	\$336.00
Wastewater	Nitrate + Nitrite as N, 353.2	353.2	28	10	\$24.00	\$672.00
Wastewater	Nitrite as N 353.2	354.1	28	10	\$16.00	\$448.00
Wastewater	Phosphorus, Total, 365.3	365.3	4	10	\$20.00	\$80.00
Wastewater	TKN-351.4 (Block)	EPA 351.4	28	10	\$36.00	\$1,008.00
Wastewater	Oil & Grease, 1664	1664	4	10	\$72.00	\$288.00
Wastewater	Cadmium 200.8	200.8	156	10	\$20.00	\$3,120.00
Wastewater	Volatile 624	EPA 624	156	10	\$64.00	\$9,984.00
Wastewater	BNA 625	EPA 625	4	10	\$120.00	\$480.00
Water	Metals Digestion	200.2/200.7/200.8/	156	10	\$20.00	\$3,120.00

Total w/ 20% Discount \$24,736.00

NOTE: Nitrite is only needed if reporting Nitrate only.

we will need to
find our own
shipping provider

Coley D. Keene
Lab Director/Quality Manager
Cardinal Laboratories

Ramos, Christina

From: Ramos, Christina
Sent: Friday, June 11, 2021 11:21 AM
To: 'indepthtesting@gmail.com'; Cole, Jesse
Subject: Water Testing Quote

Importance: High

Good morning,

I am reaching out to get a quote for some water testing we are looking at getting . I will list the tests we will need and how many of each. Please include shipping and tax with the quote. If you have any questions feel free to contact me.

Test Name	Quantity
TKN	28
NO3,C1	28
FOG	4
Total P	4
Hexachlorobenzene	4
Acrylonitrile	156
Cd	156
BOD	104

Thank you!

Sincerely,

Christina Ramos

Administrative Assistant- Water/ Wastewater

City of Truth or Consequences

505 Sims St.

Truth or Consequences, NM 87901

Office(575) 894-7331

Fax-(575)894-0366 cramos@torcnm.org



Confidential/Proprietary Note: The information in this email is confidential and may be legally privileged. Access to this email by anyone other than the intended addressee is unauthorized. If you are not the intended recipient of this message, any review, disclosure, copying, distribution, retention, or any action taken or omitted to be taken in reliance on it is prohibited and may be unlawful. If you are not the intended recipient, please reply to or forward a copy of this message to the sender and delete the message, any attachments, and any copies thereof from your system. Thank you.



REQUISITION

Requisition #: 85714

Date: 07/09/2021

Vendor #: 8194

ISSUED TO: TDS
DEPT 0012
PALATINE, IL 60055-0012

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 TDS FIBER INTERNET OPEN PO FY 21/22		0.00 101-1018-43780	59,300.00
2	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 295-4803-43780	7,900.00
3	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 503-3702-43780	7,900.00
4	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 504-3803-43780	7,900.00
5	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 505-3904-43780	7,900.00
6	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 506-4005-43780	7,900.00
7	0 TDS FIBER INTERNET OPEN PO FY 20/21		0.00 508-4303-43775	7,900.00
PO Description: TDS FIBER INTERNET OPEN PO FY 2021/22				
Detailed Description: TDS FIBER INTERNET OPEN PO FY 20/21 NM STATE CONTRACT 70-000-16-00013AH CARRY OVER 2020-21 PO 72741				

Authorized By: _____

SUBTOTAL:	106,700.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	106,700.00



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.3

SUBJECT: Discussion/Update – Airport Grants

DEPARTMENT: Community Development

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City received 2 funding opportunities for the airport from NMDOT Aviation Division

Recommendation:

No action required

Attachments:

- TCS-21-02 Equipment Grant
- TCS-21-03 Maintenance Grant

Fiscal Impact (Finance): N/A

\$2,222.00 – Maintenance Grant Match

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 7-14-2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date 6/22/2021

Project Location TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor TRUTH OR CONSEQUENCES, CITY OF

Address 505 SIMS ST.

City TRUTH OR CONSEQUENCES NM Zip Code 87901

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

Participation STATE ONLY

Funding Breakdown 90-10

Contract No. _____

Project No. TCS-21-03

Vendor No. 0000054340

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

AIRFIELD MAINTENANCE & COSUMABLES

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

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

State	Sponsor	Other	Total
\$ 20,000	\$ 2,222	\$	\$ 22,222

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

7. Term.

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

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

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

Name: Daniel R. Moran
Title: Finance & Administrative Manager

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

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

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: BRUCE SWINGLE

By: B. Swingle

Date: 06/22/21

Title: CITY MANAGER

NMDOT Aviation Division

Annual airfield maintenance/expendable materials			
FY 2021 - 2022			
Airport Truth or Consequences			
Item	units requested	Unit Price	Total
Wind sock, 18" - Most Common Size for GA's	4	\$ 40.00	\$ 160.00
Wind sock, 24"		\$ 55.00	\$ -
Wind sock, 36"	4	\$ 110.00	\$ 440.00
Incandescent L-861 Runway Edge Light Fixture	5	\$ 150.00	\$ 750.00
Incandescent L-861E Runway Threshold Light Fixture	1	\$ 175.00	\$ 175.00
Incandescent L-861T Taxiway or Apron Edge Light Fixture	5	\$ 150.00	\$ 750.00
LED Light Fixture L-861(L) Edge Light -Without Arctic Kit		\$ 300.00	\$ -
LED Light Fixture L-861(L) Edge Light - With Arctic Kit		\$ 400.00	\$ -
Light Fixture L-861 Lens (Blue)	5	\$ 40.00	\$ 200.00
Light Fixture L-861 Lens (Clear)	5	\$ 40.00	\$ 200.00
Light Fixture L-861 Lens (Green/Red)	5	\$ 80.00	\$ 400.00
Light Fixtures L-861 Lamp - 30W	5	\$ 10.00	\$ 50.00
Light Fixtures L-861 Lamp - 45 W	5	\$ 10.00	\$ 50.00
LED Light Fixture L-861 Lamp - 45 W	5	\$ 15.00	\$ 75.00
Light Fixtures L-861 Post / EMT Column		\$ 10.00	\$ -
Light Fixtures L-861 Frangible Coupling	10	\$ 20.00	\$ 200.00
Light Fixtures L-861 Head Assembly		\$ 50.00	\$ -
Light Fixtures L-861 Lens Clamp Assembly		\$ 5.00	\$ -
L-823 Primary Connector Kits		\$ 25.00	\$ -
L-823 Secondary Connector Kits		\$ 20.00	\$ -
Heat Shrink Kits		\$ 10.00	\$ -
Isolation Transformers	2	\$ 100.00	\$ 200.00
PAPI Bulbs - Incandescent	2	\$ 35.00	\$ 70.00
REIL Lights		\$ 130.00	\$ -
Beacon Bulbs	4	\$ 65.00	\$ 260.00
Guidance Sign Light Bulbs	5	\$ 35.00	\$ 175.00
Guidance Sign Panels		\$ 300.00	\$ -
Herbicide/Pesticide	3	\$ 99.99	\$ 299.97
Crack filling material	2	\$ 37.50	\$ 75.00
Pavement marking supplies	20	\$ 95.00	\$ 1,900.00
ASOS/AWOS maintenance (quarterly)		\$ 900.00	\$ -
ASOS/AWOS maintenance (Annual)	1	\$ 1,500.00	\$ 1,500.00
Traffic recording System (computer/moinitor, ADSB)	1	\$ 2,000.00	\$ 2,000.00
Obstruction lights		\$ 60.00	\$ -
Pavement Patch (Cold Mix)	2	\$ 35.00	\$ 70.00
Weed Eater Replace and repair , Supplies	40	\$ 100.00	\$ 4,000.00
Threshold Lights	5	\$ 15.00	\$ 75.00
Tractor Maintenance - Tires, Oil, Batteries, Filters	2	\$ 1,000.00	\$ 2,000.00
Fuel tank filters and Maintenance	2	\$ 1,500.00	\$ 3,000.00

NMDOT Aviation Division

FOD RAZOR runway sweeper	1	\$ 3,295.00	\$ 3,295.00
Estimated cost			\$ 22,369.97

Sponsor share	10%	\$ 2,237.00
Aviation Division share	90%	\$ 20,132.97

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date 6/18/2021

Project Location TCS - TRUTH OR CONSEQUENCES MUNICIPAL AIRPORT

Sponsor TRUTH OR CONSEQUENCES, CITY OF

Address 505 SIMS ST.

City TRUTH OR CONSEQUENCES NM Zip Code 87901

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

Participation STATE ONLY

Funding Breakdown 100-0

Contract No. _____

Project No. TCS-21-02

Vendor No. 0000054340

Expiration Date _____

Purchase Order No: _____

AVIATION GRANT AGREEMENT

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

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

1. Purpose.

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

a. Project Description:

TRACTOR & ATTACHMENTS

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

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

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

2. The Sponsor Shall:

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

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

3. The Department Shall:

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

4. Both Parties Agree:

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

5. Method of Payment - Reimbursement.

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

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

6. Accountability of Receipts and Disbursements.

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

7. Term.

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

8. Termination for Cause.

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

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

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

9. Disposition of Property.

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

10. Representations and Certification.

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

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

11. Assurances.

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

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

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

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

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

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

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

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

19. Applicable Law.

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

20. Principal Contacts and Notices.

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

Name: Daniel R. Moran
Title: Finance & Administrative Manager

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

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

21. Amendment.

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

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
Aviation Division Director
or Designee

Date: _____


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

By: _____
Assistant General Counsel

Date: _____

SPONSOR

Print Name: BRUCE SWINGUE

By: 

Date: 06/22/21

Title: CITY MANAGER



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.4

SUBJECT: Discussion/Action Award RFP 19-20-003 Vac Sanitary Improvements and approve Contract

DEPARTMENT: Community Development

DATE SUBMITTED: July 7, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City of T or C was awarded funding for improvements to the Vacuum Station to include rehabilitate all the valve pit packages, adjust isolated vacuum pits to improve sanitary sewer service connections, replace a single failed horizontal sewage pump, replace station controls, upgrade Light-emitting diodes (LED) lighting for energy savings, and upgrade the Vacuum Station building to comply with current UBC code. RFP has been completed and proposals have been reviewed and interviews were conducted. Staff recommends RFP Award to Wilson and Co. and NMED concurs with the results. Contract has been drafted and is awaiting NMED concurrence.

Recommendation:

Approve award to Wilson and Co.; Approve City Manager to enter into contract pending NMED approval

Attachments:

- RFP score sheet (RFP 19-20-003 available on City Website)
- Contract (Draft)

Fiscal Impact (Finance): N/A

[Click here to enter text.](#)

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 7-14-2021

City of Truth or Consequences
Engineering Services for Vacuum Sanitary Improvements
RFP #19-20-003
April 2021

INTERVIEW COMMITTEE

Traci Alvarez - Acting City Manager
OJ Hechler - Director of Community Services
Angela Torres - City Clerk

INTERVIEW TOTALS

	WILSON & COMPANY	BOHANNAN HUSTON	SMITH ENGINEERING COMPANY
REVIEWER #1	98	95	93
REVIEWER #2	98	95	92
REVIEWER #3	99	95	91
TOTALS	295	285	276

PROPOSAL TOTALS

	WILSON & COMPANY	BOHANNAN HUSTON	SMITH ENGINEERING COMPANY
REVIEWER #1	112	115	117
REVIEWER #2	111	113	115
REVIEWER #3	111	114	113
TOTALS	334	342	345

COMBINED TOTALS

	WILSON & COMPANY	BOHANNAN HUSTON	SMITH ENGINEERING COMPANY
TOTALS	629	627	621

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 2nd day of August 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 August 2, 2023.

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.

CONTENTS

SECTION A - GENERAL PROVISIONS

1. General
2. Approvals
3. Responsibilities of the ENGINEER
4. Responsibilities of the OWNER
5. Changes
6. Termination of Contract
7. Payment
8. Time
9. Project Design
10. Audits and Access to Records
11. Subcontracts
12. Insurance
13. Environmental Conditions of Site
14. Mutual Waiver
15. Independent Contractor
16. Equal Employment Opportunity
17. Gratuities
18. Covenants Against Contingent Fees
19. Cost and Pricing Data on Federally
Funded Projects
20. Remedies
21. Assurance Against Debarment

SECTION B - ENGINEERING SERVICES

Engineer Services During the Planning Phase
Engineering Services During the Design Phase
Engineering Services During the Construction Phase
Engineering Services During the Operation Phase

SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☒ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This 2nd day of August, 2021
Contract Time shall be 161 calendar days from Authorization to proceed date. This
phase expires on January 10, 2022.
- ☐ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This
phase expires on _____.

- ☐ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

☐ 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 OWNER may immediately terminate this Agreement by giving the ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. The ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

☒ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☒ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or

not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.

2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.

3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.

c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.

e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.

f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or

3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.

b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

9. 40 CFR Part 33

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.

The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: _____ Date: _____
OWNER
Type Name Bruce Swingle
Title City Manager

By: _____ Date: _____
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

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT II – Engineering Services During the Planning Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 2nd day of August, 2021 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 2nd day of August, 2021 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Planning Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Engineering Services for the development of a Technical Memorandum for Vacuum Sewer Collection and Vacuum Station Facility Improvements as described in Exhibit A.

B. Cost Proposal – Include hourly breakdown for each task

See attached Exhibit B

C. Reimbursable Expense Schedule

See attached Exhibit B

D. Contract Time shall be 161 calendar days from the date of the OWNERS signature on Attachment II. Planning phase services shall be completed and accepted by the OWNER by January 10, 2022 (DATE). If planning phase services have not been completed and accepted by February 10, 2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Planning Phase shall be by the

☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Planning Phase, as described, including reimbursable expenses shall not exceed \$18,535.14, excluding gross receipt tax.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Planning Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

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: _____
OWNER
Type Name Bruce Swingle
Title City Manager

By: _____ Date: _____
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

AGENCY NAME: _____

By _____

Type Name _____

Date _____

Exhibit A – Scope of Work

The City of Truth or Consequences' (City) wastewater vacuum sewer network is over 24 years old and is in need of critical component repairs and replacements. A Technical Memorandum (Tech Memo) will identify, evaluate, and provide recommendations for improvements within the vacuum sewer collection network and pump station.

A crew will mobilize on-site for the field evaluation of the vacuum sewer pump station and in coordination with City Staff obtain necessary field information on the existing equipment including models information and current operation condition. The draft report will be submitted to the City for their review and approval, with a comment review meeting held with City Staff through teleconference and/or other virtual avenues and comments will be addressed. A final report will be submitted to NMED-CPB for review and approval. Comments, if received, will be addressed and the reports revised accordingly for final approval from NMED-CPB.

We have outlined the Tech Memo components below, in accordance with the "Final Technical Memorandum General Outline" as provided by NMED-CPB. The level of detail varies according to the complexity of the specific project. However, the Tech Memo will conform substantially to this outline, prepared and presented in a professional manner. The coordinating and review Agency will be both the City and NMED-CPB.

- 1) Background
 - a. Location and community information
- 2) Existing Facilities
 - a. Existing System Information and condition
 - b. Population Served
- 3) Need for Project (Problem and Objectives)
 - a. Describe concerns whether it is health, regulatory and/or aging infrastructure
- 4) Proposed Project
 - a. Description of project
 - b. Basis for design/Design Criteria
 - c. Land Requirements
 - d. Potential construction problems
 - e. Permits required
 - f. Total project cost estimate (Engineer's Opinion of Probable Cost)
 - g. Annual O&M costs
 - h. Life cycle cost analysis
 - i. Project Schedule
- 5) Conclusion and Recommendation

**Exhibit B
Man Hour Worksheet**

Project Name T or C Vacuum Station Improvements
Project Phase Planning - NMED Technical Memo
Project Number 2060091900

Owner: City of Truth or Consequences
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date: 7/8/2021

Job Description	Ops Manager	Project Manager	Engineering Intern	Expense	Task Total:	Schedule/Notes:
Grade	P5	P4	P2	Mileage		
Billing Rate:	\$ 184.00	\$ 142.00	\$ 98.00			
	Hrs.	Hrs.	Hrs.	\$	\$	
Task 01: Records, Research and Literature Review						
Site Visit - Photos, Condition Verification, Records Collection		6		\$ 92.80	\$ 944.83	
Review of Record Drawings		4	12		\$ 1,744.03	
Subtotal Hours (excl. NMGR):	0	10	12	92.80	\$ 2,688.86	
Task 02: Technical Memo						
Report Draft (Background/Existing Facilities/Population/Need for Project)		10	40		\$ 5,340.09	
Proposed Project Development & Analysis		8	32		\$ 4,272.07	
Proposed Project Tables & Figures		4	16		\$ 2,136.04	
QAQC Review	2	6			\$ 1,220.04	
Address QAQC Comments		1	4		\$ 534.01	
Review Mtg. with Client (Virtual)		1	1.5		\$ 289.01	
Address Client Comments		1	4		\$ 534.01	
Submit and Address NMED-CPB Comments		4	8		\$ 1,352.03	
Final Submittal		0.5	1		\$ 169.00	
Subtotal Hours (excl. NMGR):	2	35.5	106.5	0	\$ 15,846.28	
Total Man-hours	2	45.5	118.5	92.80		
Subtotal Tasks 1 - 2 (Excl. NMGR):					\$ 18,535.14	
NMGR @ 8.3125%					\$ 1,540.73	
Total incl. NMGR:					\$ 20,075.88	

Assumptions

1	City to provide copies of record drawings and/or repair information.
2	City to provide all information on questionnaire and current O&M costs for system.
3	Estimate Based on addressing the following system components:
3.a	Vaccum Pumps, valves & controls
3.b	Wastewater Pumps, valves & controls
3.c	Associated Piping within Station
3.d	Odor Control
3.e	Vacuum Valve Pits



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.5

SUBJECT: Subrecipient FY 20/21 4th Quarter Reports
DEPARTMENT: City Manager's Office
DATE SUBMITTED: June 24, 2021
SUBMITTED BY: Tammy Gardner, Executive Assistant
WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Contract requires that recipients of Subrecipient funding submit a final quarterly report to the City by the June 4, 2021.

Recommendation:

Accept the 4th Quarter Reports

Attachments:

- Checklist
- Reports

[Click here to enter text.](#)

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. [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 7-14-2021

SUBRECIPIENT QUARTERLY REPORTS**FISCAL YEAR: 2020/21**

Updated: 06/24/21

*Reports are due by the 15th of the month following the quarter.**Exception: 4Q report due 06/04/2021*

Exception: 4Q report due 06/04/2021

NAME OF ORGANIZATION	ALLOTMENT	1ST QTR. REPORT		2ND QTR. REPORT		3RD QTR. REPORT		4TH QTR. REPORT	
		YES	NO	YES	NO	YES	NO	YES	NO
(SUBRECIPIENT FUNDS)									
Companion Animal Action Team/CAAT Majie Powey 740-0421	\$2,500.00	X	9/1	X	1/6	X	4/6	X	5/28
Domestic Abuse Intervention Center Blanca Chavez 894-3557	\$2,500.00	X	10/9	X	1/7	X	4/12	X	6/4
Matthew 25 Food Pantry Dawn Jensen 847-785-9498	\$7,860.00	X	10/2	X	1/4	X	4/1	X	6/1
SJOA / Sierra Joint Office on Aging Joe McClintock, Susan Penner 894-6641	\$50,000.00	X	10/21	X	1/5	X	4/8	X	6/3
The Club of Sierra County Rebecca Dow 575-571-1056	\$20,000.00	X	10/6	X	1/4	X	3/31	X	6/1
(OTHER FUNDS)									
Geronimo Springs Museum Marilyn Pope 894-6600	\$5,000.00	X	9/28	X	1/4	X	4/5	X	6/16
Geronimo Trail Scenic Byway LaRena Miller 894-2255	\$5,000.00	X	10/13	X	1/11	X	4/12	X	6/10
MainStreet Truth or Consequences Linda DeMarino 740-6180	\$45,000.00	X	9/29	X	1/4	X	4/9	X	6/2

1st Quarter: JUL, AUG, SEP

2nd Quarter: OCT, NOV, DEC

3rd Quarter: JAN, FEB, MAR

4th Quarter: APR, MAY, JUN

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

Copies to City Mgr. & Commission

SUB-RECIPIENT QUARTERLY REPORT

FY: 2020-21

ORGANIZATION: COMPANION ANIMAL ACTION TEAM

ALLOCATION: \$2500.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 4TH

(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

We have held three clinics during the 4th quarter and a 4th clinic is scheduled for June 21.

On April 1, we did 7 feline spay surgeries 5 feline neuter surgeries, 7 canine spay surgeries 5 canine neuter surgeries. In addition she did an eye enucleation on a cat that had a severe eye penetrating eye injury. That cat has recovered completely and is not a wonderful and cherished pet.

On April 29, we held a clinic and did a total of 25 surgeries with Dr. Amy Starr. 8 feline spay surgeries, 3 feline neuters, 7 canine spays and 5 canine castrations for a total of 25.

On May 6 we did 11 feline spays, 5 feline neuters, 4 canine spays and 4 canine neuters.

We will do a fourth clinic on June 21, 2021.

SUBMITTED BY: Majorie E Powey

TYPED NAME

Majorie E Powey
SIGNATURE

DATED: 05/28/21

Rev. 5/2013

INVOICE

PNH Mobile 2

3233 N. Mesa St Suite 210
El Paso, TX 79902
915-584-4491

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
PO BOX 204
Williamsburg, NM

Printed: 04-01-21 at 2:33p
Date: 04-01-21
Account: 15892
Invoice: 227892

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
04-01-21	2021/04/01	224	PNH-M Milleage (S/N Clinic) per mil			712.32
04-01-21		1	S/N Clinic Day			1500.00
04-01-21		24	PNH-M Presurgery Intake Exam	360.00	360.00	0.00 **
04-01-21		5	Feline Castration	275.00	275.00	0.00 **
04-01-21		7	Feline Ovariohistorectomy	525.00	525.00	0.00 **
04-01-21		5	SNAP Canine Castration >40	500.00	500.00	0.00 **
04-01-21		7	Canine Ovariohisterectomy	840.00	840.00	0.00 **
04-01-21		1	PNH-M Eye Enucleation (per 15 mi	146.00	146.00	0.00 **
04-01-21		22.60	PNH2 Ketamine-Xylazine Comb Inj			0.00
04-01-21		98	PNH-M2 Tramadol Tablet 50mg (1			0.00
04-01-21		9	PNH2 Feline FVRCP Vaccine (1ml)			81.00
04-01-21		6	PNH2 K9 DAPP Inventory (1ml)			54.00
04-01-21		19	PNH2 Rabies 3yr Vaccine (10ml)			266.00
04-01-21		0.30	PNH-M Convenia Injection 80mg/m	32.46	7.46	25.00 **
04-01-21		4	PNH-H Elizabethan Collar #25	64.00	24.00	40.00 **
04-01-21		1	PNH-M Microchip Administration*			37.88

A HomeAgain microchip is a permanent pet ID. The microchip itself has no internal energy source, so it will last the life of your pet. It is read by passing a microchip scanner over the pet's shoulder blades. The scanner emits a low radio frequency that provides the power necessary where the chip is located to transmit the microchip's unique cat or dog ID code and positively identify the pet.

Microchips are designed to last your pet's entire lifetime. Once enrolled, they link to a permanent record of your information - which is important to keep up-to-date so you can be reached when your lost pet is found. Your microchip comes with a personal listing in our lost pet database, and this translates to anytime/anywhere pet recovery services.

HomeAgain Lost Pet Alerts contain your pet's microchip number and physical description as well as information on where your pet was last seen. You may also create a Lost Pet Poster with a recent photo of your pet to be distributed along with the Lost Pet Alerts. You can print out dozens of lost cat or lost dog posters and post them around the neighborhood where your pet was last seen.

Virtually all veterinary clinics and animal shelters across the country are equipped with scanners that can read your pet's microchip. HomeAgain members can breathe a little easier knowing their lost cat or dog can be identified whether he's 3 or 3,000 miles away from home.

A pet emergency can strike outside of your primary veterinarian's office hours or far from home. Unless you are a trained professional, it can be hard to know what

you should and shouldn't do to help your dog or cat. Your annual HomeAgain membership includes free, anytime telephone assistance provided by licensed ASPCA veterinarians-- a \$65 value per call. Whenever disaster strikes, call 888-HomeAgain to reach our pet Emergency Medical Hotline and get potentially life-saving advice when you need it most.

Your HomeAgain membership offers complete pet protection for lost and found pets. When your lost cat or dog has traveled over 500 miles away, we will cover up to \$500 to fly your pet home. From the moment we send out your Lost Pet Alert until your found pet arrives home, the safety of your cat or dog is our top priority.

HomeAgain microchips include a life long registration. HomeAgain membership is included only for the first year your pet is micro chipped. After the first year, HomeAgain will contact you to verify if you would like to continue membership at an additional cost. Membership is not necessary for your pet's microchip registration. Membership benefits include 24/7 access to the Emergency Medical Hotline, Travel Assistance for Found Pets, Rapid Lost Pet Alerts and Lost Pet Posters.

Services by

04-01-21	#1498	Check payment				-2716.20
Old balance	Charges	Tax	Payments	Discount		New balance
0.00	2716.20	*3.13	2716.20	2677.46 **		3.13

Your invoice total reflects our **Client Class 1** discount.

A monthly service/interest fee is charged for all past due accounts. A \$30 fee is charged when an account is submitted to collections.

Reminders for: 2021/04/01	Last done
04-01-22 Examination Mobile Clinic	04-01-21

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later. We do require a 24 hour advanced notice on all/any cancellations. \$25 cancellation fee will be charged on all No show less than 24 hours notice and surgery deposits will be forfeited.

We appreciate your understanding.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

Do you have additional questions? Call us at Paws N' Hooves Mobile Veterinary Services

INVOICE

PNH Mobile 2

3233 N. Mesa St Suite 210
El Paso, TX 79902
915-584-4491

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
PO BOX 204
Williamsburg, NM

Printed: 04-29-21 at 3:15p
Date: 04-29-21
Account: 15892
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
04-29-21	2021/04/29	224	PNH-M Milleage (S/N Clinic) per mil			712.32
04-29-21		1	S/N Clinic Day			1500.00
04-29-21		25	PNH-M Presurgery Intake Exam	375.00	375.00	0.00 **
04-29-21		8	Feline Ovariohistorectomy	600.00	600.00	0.00 **
04-29-21		3	Feline Castration	165.00	165.00	0.00 **
04-29-21		7	Canine Ovariohistorectomy	840.00	840.00	0.00 **
04-29-21		5	Canine Castration >40	500.00	500.00	0.00 **
04-29-21		28.30	PNH2 Ketamine-Xylazine Comb Inj			0.00
04-29-21		156	PNH-M2 Tramadol Tablet 50mg (1			0.00
04-29-21		1	PNH-M Microchip Administration*			37.88

A HomeAgain microchip is a permanent pet ID. The microchip itself has no internal energy source, so it will last the life of your pet. It is read by passing a microchip scanner over the pet's shoulder blades. The scanner emits a low radio frequency that provides the power necessary where the chip is located to transmit the microchip's unique cat or dog ID code and positively identify the pet.

Microchips are designed to last your pet's entire lifetime. Once enrolled, they link to a permanent record of your information - which is important to keep up-to-date so you can be reached when your lost pet is found. Your microchip comes with a personal listing in our lost pet database, and this translates to anytime/anywhere pet recovery services.

HomeAgain Lost Pet Alerts contain your pet's microchip number and physical description as well as information on where your pet was last seen. You may also create a Lost Pet Poster with a recent photo of your pet to be distributed along with the Lost Pet Alerts. You can print out dozens of lost cat or lost dog posters and post them around the neighborhood where your pet was last seen.

Virtually all veterinary clinics and animal shelters across the country are equipped with scanners that can read your pet's microchip. HomeAgain members can breathe a little easier knowing their lost cat or dog can be identified whether he's 3 or 3,000 miles away from home.

A pet emergency can strike outside of your primary veterinarian's office hours or far from home. Unless you are a trained professional, it can be hard to know what you should and shouldn't do to help your dog or cat. Your annual HomeAgain membership includes free, anytime telephone assistance provided by licensed ASPCA veterinarians-- a \$65 value per call. Whenever disaster strikes, call 888-HomeAgain to reach our pet Emergency Medical Hotline and get potentially life-saving advice when you need it most.

Your HomeAgain membership offers complete pet protection for lost and found

pets. When your lost cat or dog has traveled over 500 miles away, we will cover up to \$500 to fly your pet home. From the moment we send out your Lost Pet Alert until your found pet arrives home, the safety of your cat or dog is our top priority.

HomeAgain microchips include a life long registration. HomeAgain membership is included only for the first year your pet is micro chipped. After the first year, HomeAgain will contact you to verify if you would like to continue membership at an additional cost. Membership is not necessary for your pet's microchip registration. Membership benefits include 24/7 access to the Emergency Medical Hotline, Travel Assistance for Found Pets, Rapid Lost Pet Alerts and Lost Pet Posters.

04-29-21	21	PNH2 Rabies 3yr Vaccine (10ml)		294.00
04-29-21	11	PNH-M Feline FVRCP Vaccine (1m		99.00
04-29-21	6	PNH2 K9 DAPP Inventory (1ml)		54.00
04-29-21	2.20	PNH-M2 Metacam/Loxi Inj 5mg/m (33.00 5.50	27.50 **

Services by

04-29-21	#1500	Check payment	-2730.96
----------	-------	---------------	----------

Old balance	Charges	Tax	Payments	Discount	New balance
3.13	2724.70	*3.13	2730.96	2485.50 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: 2021/04/29	Last done
04-29-22 MVC Exam W/Vaccines	04-29-21

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later. We do require a 24 hour advanced notice on all/any cancellations. \$25 cancellation fee will be charged on all No show less than 24 hours notice and surgery deposits will be forfeited.

We appreciate your understanding.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

Do you have additional questions? Call us at Paws N' Hooves Mobile Veterinary Services (915) 490-4849 or Mesa Veterinary Clinic (915) 584-4491.

PNH Mobile 2

3233 N. Mesa St Suite 210
El Paso, TX 79902
915-584-4491

"A Healthy Pet is a Happy Pet"

FOR: T or C CAAT
PO BOX 204
Williamsburg, NM

Printed: 05-06-21 at 2:37p
Date: 05-06-21
Account: 15892
Invoice: (open)

Date	For	Qty	Description	Price	Discount	Net Price
Services by Amy Starr, DVM PS						
05-06-21	2021/05/06	224	PNH-M Milleage (S/N Clinic) per mil			712.32
05-06-21		1	S/N Clinic Day			1500.00
05-06-21		24	PNH-M Presurgery Intake Exam	360.00	360.00	0.00 **
05-06-21		24	Scan for Microchip			0.00
05-06-21		24	Client Information Verified			0.00
05-06-21		24	Pet pic taken/Photo waiver signed			0.00
05-06-21		24	Recommend Our Online Pharmacy			0.00

Our inner-clinic on-line pharmacy is located on our website. Please check us out! You can get all of your regular prescriptions, often at a less expense! Plus, it is safe and reliable! Go to our website: www.paws-n-hoovesvetclinic.com and look at the top of the screen for PHARMACY, then register. Once registered (may take a day), you will be able to see all of the medications available to you. These medications and prescription foods will be delivered directly to your home address. By choosing this method, instead of other less reliable online pharmacies, you are ensuring accurate and legal medications are given to your pet.

Please be aware that there is a prescription fee of \$13 in the event that a prescription for medication is requested through any/all pharmacies other than our own. Our prices are price matched with the most common online pharmacies and are typically cheaper. For safety reasons, purchasing medications through unauthorized distributors is strongly discouraged because it is unknown how and where these companies get them and they could potentially be counterfeit, tampered with, or expired.

05-06-21	<p>24 Recommend Oravet Dental Chews</p> <p>As discussed during your visit, it is vital to brush your pet's teeth and give dental chews to prevent tartar, dental disease and gingivitis. These issues can lead to infections in the rest of the body and other organs including the heart, kidneys, and liver. As the bacteria and tartar build, it will cause inflammation in the gums (gingivitis) and then proceed up into the bone that holds the teeth. Once in the bone, the bacteria eats away at the bone and causes permanent damage. These processes are painful and dangerous to your pet's health. Your pet may not be able to show you that he/she is in pain, so it is up to you to be consciences and prevent these painful procedures before they occur. Brush your pet's teeth daily, give one Oravet Dental Chew daily, and schedule your pet's dental cleaning with us once a year.</p>	0.00
----------	---	------

05-06-21	24	Recommend Brushing Teeth/Tooth			0.00
05-06-21	5	Feline Castration	275.00	275.00	0.00 **
05-06-21	11	Feline Ovariohysterectomy	825.00	825.00	0.00 **
05-06-21	4	Canine Ovariohysterectomy	480.00	480.00	0.00 **
05-06-21	4	Canine Castration	400.00	400.00	0.00 **
05-06-21	19.40	PNH2 Ketamine-Xylazine Comb Inj			0.00
05-06-21	74	PNH-M2 Tramadol Tablet 50mg (1			0.00
05-06-21	5	PNH2 K9 DAPP Inventory (1ml)			45.00
05-06-21	14	PNH2 Feline FVRCP Vaccine (1ml)			126.00
05-06-21	19	PNH2 Rabies 3yr Vaccine (10ml)			266.00
05-06-21	0.30	PNH-M Convenia Injection 80mg/m	32.46	7.46	25.00 **
05-06-21	1	PNH-M Microchip Inventory (25)			30.34

Services by

05-06-21	#1451	Check payment	-2704.66
----------	-------	---------------	----------

Old balance	Charges	Payments	Discount	New balance
0.00	2704.66	2704.66	2347.46 **	0.00

Your invoice total reflects our **Client Class 1** discount.

Reminders for: **2021/05/06**

Last done

05-06-22 MVC Exam W/Vaccines

05-06-21

Thank you for letting us care for your pet(s)! Refer a new client and get \$20 off your next visit.

We will not process any type of credit card transaction without proper form of card holder's I.D. present.

We do not give refunds or reimbursements for professional services rendered, deposits on surgeries/major procedures or inventory items that have left the facility. Further charges such as lab tests, radiology, hospitalization, anesthesia and pharmacy items not posted at the time of discharge may be billed later. We do require a 24 hour advanced notice on all/any cancellations. \$25 cancellation fee will be charged on all No show less than 24 hours notice and surgery deposits will be forfeited.

We appreciate your understanding.

Also, check out our website (www.paws-n-hoovesvetclinic.com), online pharmacy, Facebook, YouTube, Pinterest, SnapChat and LinkedIn!

Do you have additional questions? Call us at Paws N' Hooves Mobile Veterinary Services (915) 490-4849 or Mesa Veterinary Clinic (915) 584-4491.

14

FY: 2020-21

QUARTER: 4th

(1st/2nd/3rd/4th)

Statistical Information:		Years	Victimization	Referral	
Female- 8	Anglo- 12	18-21- 3	Emotional -13	Police- 4	Sherriff-
Male- 7	Hispanic- 1	22-40- 6	Physical - 8	Hospital-	Self-Referral-8
	Other- 2	41-59- 2	Sexual- 2	Courts- 2	Friends- 1
		60-74- 4	Stalking-	Family-	Other-
		Unknown -		CYFD-1	

Type of Contact:	Volunteer Hours: Total- 1090
Orders of Protection- 9	Cell Phone- 1084
Individual Support Sessions- 43.5	Adminstrate- 6
Group - 99	Crisis -
Victim Advocacy - 38.75	Office-
Crisis Intervention - 4	Direct Client Contact (crisis)-3
Shelter - 1	Transportation- 0
Food - 0	
Legal Advocacy -15	
Case Management - 32	
DVOTI Individual Sessions - 6	

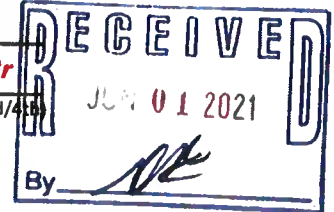
<i>April -</i>	<i>May -</i>	<i>June-</i>
<i>\$208.34</i>	<i>\$208.34</i>	<i>\$208.32</i>
<i>Total -\$625.00</i>		

Blanca Chavez
SIGNATURE

Rev. 9/2013

SUB-RECIPIENT QUARTERLY REPORTFY: **2020-21**ORGANIZATION: **Matthew 25 Food Pantry, Inc.**ALLOCATION: **\$7,860.00**

(FY Allotment, Not Qtr. Draw)

QUARTER: **4th Qtr**
(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

Primary Purpose

Matthew 25 Food Pantry's mission is to serve the community's impoverished and underprivileged. Food distribution is our paramount objective. This assistance is available to those who qualify without discrimination based on age, race, color, sex, religion, national origin, disability, or sexual orientation.

COVID-19 Procedures

Matthew 25 restructured its procedure for distributing food baskets to walk-ins due to the coronavirus. There is no face-to-face interaction less than 6 feet apart between Matthew 25 volunteers and the food pantry clients. The Matthew 25 volunteers always wear face masks.

Food Distribution Performance

In April and May, food baskets were delivered to 592 households consisting of 1,218 individuals. Food basket delivery to Public Housing has not been resumed. Based on the estimated June food basket distribution, including no Public Housing, during the COVID-19 pandemic in the 4th quarter:

- the total number of households receiving food baskets is down 7.11%;
- the total number of individuals receiving food baskets is down 20.4%, however the total number of seniors receiving food baskets is up 9.21%.

With the COVID-19 vaccine roll-out, Matthew 25's food distribution volume should start returning to normal historical averages. When Public Housing resumes their food basket delivery, it will add quarterly approximately 410 households with 440 individuals, 67% of which are seniors.

Appendix 1 - Household Food Basket Distribution

Financial Performance

Matthew 25's budget is based on all financial items being evenly averaged on a monthly basis, regardless of seasonality or one time annual financial activity.

The June 2021 financial performance is pro forma, the preceding 11 months performance is actual. Matthew 25 estimates a \$2,197.51 profit in the 4th quarter, a full year profit of \$11,950.91. This is predominately due to the unplanned generous public and private food donations. For the 2020/2021 year, Matthew 25 reduced their historical food budget by 12%. It is now projected to be 83%, or \$13,453.85 below the reduced 2020/2021 budget.

Appendix 2 provides an overview of Matthew 25's 4th quarter financial performance and the 2020/2021 full grant year budget.

Volunteer Contribution

Matthew 25 is an all volunteer organization, approximately 16 individuals volunteer each week. Some for as much as 20 to 25 hours a week, many for 2 to 3 hours a week. Volunteers pay their own out-of-pocket expenses.

SUBMITTED BY: **Michael Hogg**

TYPED NAME

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

SIGNATURE

DATED: **June 1, 2021**

Rev. 5/2013

Appendix 1: Matthew 25 - 4th Quarter HH Food Basket Distribution

Date	Households	Seniors	Adults	Children	Ind Totals
April					
04/01/21	54	37	46	28	111
04/08/21	63	46	57	21	124
04/15/21	42	30	31	13	74
04/22/21	0	0	0	0	0
Walk-ins	54	41	45	25	111
Senior Housing		Closed Due to Coronavirus			
04/28/21	42	28	36	18	82
04/29/21	35	29	31	17	77
Total	290	211	246	122	579
May					
05/06/21	63	53	42	23	118
05/13/21	54	37	58	40	135
05/14/21	39	19	46	17	82
05/20/21	47	40	34	10	84
05/26/21	50	20	77	39	136
05/27/21	49	43	29	12	84
Walk-ins	0	0	0	0	
Senior Housing		Closed Due to Coronavirus			
Total	302	212	286	141	639
June					
Not Available					
Total	0	0	0	0	0
2020 / 2021 Year Totals					
1st Qtr Totals	1,082	661	1,236	941	2,838
2nd Qtr Totals	914	529	1,012	563	2,104
3rd Qtr Totals	872	553	881	507	1,941
4th Qtr Totals	592	423	532	263	1,218
YTD Totals	3,460	2,166	3,661	2,274	8,101

Appendix 2: Matthew 25 - 4th Quarter Financial Performance

	April	May	June	4 th Qtr
Revenue			Pro Forma	
Contributions	\$2,712.24	\$864.04	\$1,000.00	\$4,576.28
Grant Income	\$1,965.00	\$0.00	\$0.00	\$1,965.00
Bullock's Receipt	\$0.00	\$0.00	\$0.00	\$0.00
Reimbursement				
Miscellaneous	\$0.00	\$12.35	\$0.00	\$12.35
Total	\$4,677.24	\$876.39	\$1,000.00	\$6,553.63
Expense				
Food	\$216.09	\$193.60	\$250.00	\$659.69
Rent	\$1,200.00	\$600.00	\$600.00	\$2,400.00
Utilities	\$399.73	\$416.47	\$425.00	\$1,241.20
Insurance	\$0.00	\$0.00	\$0.00	\$0.00
Professional Service:	\$0.00	\$39.06	\$0.00	\$39.06
Miscellaneous	\$5.39	\$5.39	\$5.39	\$16.17
Total	\$1,821.21	\$1,254.52	\$1,280.39	\$4,356.12
Net Income	\$2,856.03	-\$378.13	-\$280.39	\$2,197.51

	YTD	YTD variance (based on 12 months)	2020/2021 Budget	
			Annual	Monthly Avg
Revenue				
Contributions	\$27,499.43	20.61%	\$22,800	\$1,900
Grant Income	\$17,645.00	99.15%	\$8,860	\$738
Bullock's Receipt	\$803.86	-58.13%	\$1,920	\$160
Reimbursement				
Miscellaneous	\$634.84	-29.46%	\$900	\$75
Total	\$46,583.13	35.10%	\$34,480	\$2,873
Expense				
Food	\$2,746.15	-83.05%	\$16,200	\$1,350
Rent	\$7,800.00	8.33%	\$7,200	\$600
Utilities	\$5,564.28	-16.45%	\$6,660	\$555
Professional Service:	\$578.16	-57.17%	\$1,350	\$113
Insurance	\$1,235.00	-11.79%	\$1,400	\$117
Miscellaneous	\$16,708.63	2684.77%	\$600	\$50
Total	\$34,632.22	3.66%	\$33,410	\$2,784
Net Income	\$11,950.91	1116.91%	\$1,070.00	\$89.17

Matthew 25 Food Pantry Uses Cash Basis Accounting

B

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month following the quarter.)

FY: 2020/2021

ORGANIZATION: Sierra Joint Office on AgingALLOCATION: \$50,000.00QTR DRAW: \$12,500.00QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

8451 Meals served in the drive-thru for the months of October through December3199 Meals delivered to Homebound seniors*** 1301 Transportation (Rides)/local. Las Cruces rides have been temporarily suspendedAssisted Transportation - 21 Units***** 281 hrs. Homemaking services provided***** 9.75 hours provided for Respite.

We are serving an increased number of meals during this time but we had to limit some transportation services due to COVID-19. We have also repurposed several employees such as the Homemakers to the task of "Well check" calls to ensure the seniors of T or C have food and other items, such as toilet paper, they need but are unable to get during this time.

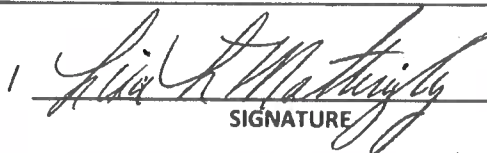
***** Due to direction given by the Aging and Long Term Services Division (ALTSD), we have limited Homemaking and Respite services for the safety and well-being of our homemakers as well as the seniors in our community.

We are also assisting seniors who might be having trouble signing up for the COVID vaccines on the NMDOH website.

SUBMITTED BY:

Lisa Mattingly

TYPED NAME



SIGNATURE

DATED: 06/03/21

77

SUB-RECIPIENT QUARTERLY REPORT

FY: 2020-21

ORGANIZATION: The Club of Sierra County

ALLOCATION: \$20,000.00

QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

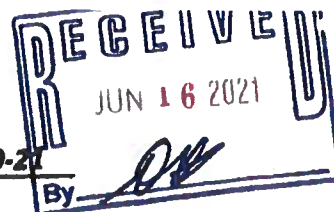
(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

During our 4th quarter The Club provided evidence based programming to youth for a minimum of 21 hours a week. Due to COVID our class sizes varied based on social distancing requirements our highest mentor to youth ratio during this quarter was 1:10. We provided Club scholarships to all youth who needed assistance. We provided transportation to youth from AppleTree and the schools. As well as extended day programming. The Club provided healthy dinners for all youth who attended programming. The Club provided supplies for educational and recreational activities such as but not limited to Cooking classes, STEM, Music, Art and Service Learning. The Club provided access to the computer lab during and outside of our normal hours for youth who needed access to internet for school. The Club provided Tutoring and Homework Help on a daily basis and offered flexiable hours based on what the families in our community requested. We provided a safe and clean environment to youth. We provided trainings to staff and volunteers on proper reporting and incorporating STEM practices into all lessons. We had 55 unduplicated youth attend during this quarter.

SUBMITTED BY: Charis Baxter /
TYPED NAME SIGNATURE

DATED:



SUB-RECIPIENT QUARTERLY REPORT

FY: 2020-21

ORGANIZATION: GERONIMO SPRINGS MUSEUM

ALLOCATION: \$1,250.00

(FY Allotment, Not Qtr. Draw)

QUARTER: 4th

(1st/2nd/3rd/4th)

(Please confine your report to a one-page "narrative" for each quarter.)

We re-opened recently, and have been doing well. We had done new exhibits while the facility was closed. We have been continuing work on some of these projects. Our next goal is to host some small events and show off the work. The El Camino Real further explains the history of the area. This will be a work in progress for some time.

As always, the vessels and arrowheads are quite popular, and the bear rug adds to the fascination. The log cabin, though quite warm, is always a great experience for the kids. Cold in the winter, it gives a true "feeling" of how it really was in the olden days.

We have done a lot of painting and cleaning, cleaning, cleaning. Thrilled to re-open and get back with activities, we are always grateful for your assistance in our COMMUNITY museum.

Attached please find a list of money spent. Thank you.

City of TNC	4/29	#6394	260.78
	5/27	#1004	199.00

Windstream	4/29	#6395	232.15
	5/27	#1006	233.05

Liberty Mutual	5/27	#1002	463.80
----------------	------	-------	--------

Turtleback Pest	4/18	#6391	52.63
	5/13	#6401	50.63
	6/14	#1010	52.63

nm Gas	4/29	#6393	51.69
	5/27	#1003	52.16

Alarm Services	5/27	#1001	211.21	#1861.23
----------------	------	-------	--------	----------

SUBMITTED BY: Marilyn Pope, Administrator

TYPED NAME

SIGNATURE

DATED: 06/15/21

Rev. 5/2013

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month following the quarter.)

FY: 2020-2021

ORGANIZATION: Geronimo Trail Scenic Byway

ALLOCATION: \$5,000.00

QTR DRAW: \$1,250.00

QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

April, May and June we were open 7 days a week, Monday - Thursday 10 - 3, Friday and Saturday 9 - 4:30 and Sunday 9 - 2:30. Through June 9 we had a total of 1,166 sign-in visitors, answered 104 telephone calls for information and responded to 337 emails. We do not have our full complement of volunteers back after the Covid-19, so still have shortened hours on weekdays. We shipped one case of brochures to Silver City Chamber of Commerce.

Total expenses for the period:

Telephone \$ 586.70

Insurance \$ 188.49

Postage \$ 168.20

Supplies \$ 900.85

Total expenses for the quarter: \$ 1,844.24

We have re-opened the Spaceport Visitors Center for the convenience of the public, and have disinfectant sprays and wipes to clean the interactive exhibits between visitors. We also spray the restrooms periodically during the day. We had 504 visitors in April, 532 visitors in May and 130 visitors through the 9th of June. We did not receive any of the lodgers tax funds that we had applied for so had to use other City funds for reprinting of brochures. We have people come in who pick up multiple brochures to take with them. Many of the small threefold brochures we reprint ourselves on our copy machines. We have a color ink-jet printer/copier belonging to Geronimo Trail, LaRena has one of her color laser-jet printer/copiers in our office and she has another at her home where she often prints brochures. Not all of our reprinting this year has been charged to the City funding as a \$1600.00 printing job was paid with donations and other unrestricted funding. All of our souvenir items for sale are paid for with funds received from sale of merchandise, funds on which we pay gross-receipts tax. We mailed out 47 visitor information packets, 2 relocation packets and shipped one case of brochures to Silver City. We provided 8 cases of brochures to Fun and Games from SCRTAB for statewide distribution.

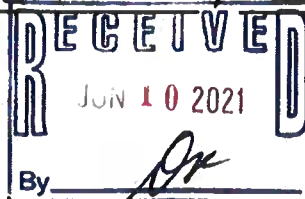
SUBMITTED BY:

LaRena Miller

TYPED NAME

SIGNATURE

DATED: 06/09/21



Rev. 5/2014

RECEIVED JUN 02 2021

SUBRECIPIENT QUARTERLY REPORT

(Report is due by the 15th of the month
following the quarter.)

FY: 2020/2021

ORGANIZATION: MainStreet Truth or ConsequencesALLOCATION: \$45,000.00QTR DRAW: \$11,250.00QUARTER: 4th

(FY Allotment, Not Qtr. Draw)

(1st/2nd/3rd/4th)

(Please detail the progress made in providing the services each quarter.)

MainStreet Truth or Consequences continued with many existing projects during this quarter.

Both the wayfinding group and the branding group have made progress. In the wayfinding group, the group explored various locations and styles of wayfinding signs. The branding group has continued to develop branding messages and will be developing a marketing plan around those messages.

We have been meeting with new business and new building owners in the MainStreet district to connect them to resources and include them on correspondence. Further, we are serving as a resource for those looking for buildings in the downtown.

In 2020, we received a LEADS grant to create an asset inventory. This project is now complete and we have a good inventory and information. We are currently applying for another LEADS grant from the NM Economic Development Department. This project, if funded, would study the processes that businesses have to navigate in order to get up and going in TorC. The result of the project would be a report to guide the City that would identify what works well and where there are opportunities for improvements in the processes. As the City desires to be business-friendly, this would be a good step.

The MainStreet Board of Directors gathered to develop the organization's Economic Transformation Strategies for the next few years. Projects and programs were then prioritized and will be put into a comprehensive planning document.

There were some questions about the requirements for the Foch Street Project. The team met and developed a plan to address these concerns. After NMDOT was contacted, it was determined that the requirements from NMDOT (as a funder) were not going to be problematic. Therefore, the project can move forward with the City putting out the RFP.

MainStreet TorC is now partnering with the Sierra County Arts Council as co-hosts of the Second Saturday Art Hop. This partnership will add street music to each event, with a desire to include local talent including some local high school groups/musicians.

Our Director continues to provide assistance with the development of the Food Co-op, the Footbridge Committee, Lodgers' Tax Advisory Board, and Sierra County Rec/Tourism Board.

SUBMITTED BY: Linda DeMarino

TYPED NAME

SIGNATURE

DATED: 06/02/21

Rev. 5/2014



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.6

SUBJECT: FY 22 State of New Mexico Tourism Department Cooperative Agreement

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 1, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle

Summary/Background:

The City applies to the NM Tourism Department for a Cooperative Marketing and Advertising Program to receive funding to pay for various state wide advertising for the City of Truth or Consequences.

Recommendation:

[Click here to enter text.](#)

Attachments:

- Agreement Acceptance Letter
- State of New Mexico Tourism Department Cooperative Agreement

Fiscal Impact (Finance): Choose an item.

\$29,159.00

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. [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 7-14-2021

STATE OF NEW MEXICO
Tourism Department
491 Old Santa Fe Trail P.O. Box 20002 Santa Fe, NM 87501
Phone: 505.827.7400 Fax: 505.827.7402

Michelle Lujan Grisham
Governor

Jen Paul Schroer
Cabinet Secretary

Howie Morales
Lt. Governor

Antoinette Vigil
Deputy Cabinet Secretary

Kim Skinner
City of Truth or Consequences

June 29, 2021

Dear Ms. Skinner,

Thank you for your application to the Cooperative Marketing and Advertising Program. It was another record-breaking year; we received over \$3.6 million in funding requests. We were pleased to see so many applicants taking advantage of the exciting new print, digital, out-of-home, and content creation options offered. Tourism Department leadership, key stakeholder collaboration, and a shared responsibility for marketing have long been and remain critical components of reinvigorating New Mexico's tourism economy.

This year, the Tourism Department had the good fortune of garnering an additional multi-million dollar infusion and the "CoOp" program was its main beneficiary. Despite the augmented budget, the review committee retained its keen eye and commitment to wise spending. Through careful analysis and consideration, it awarded entities based on a rigorous set of criteria including the completeness and quality of applications. We are incredibly appreciative of your efforts and participation in the process, and for being a valued partner.

I am pleased to inform you that your submission was accepted, and your investment will be matched with \$58,318.00 through the Cooperative Marketing Program for selections as outlined in Exhibit A in your attached Cooperative Marketing Agreement.

IMPORTANT:

- Inspect the detail on your attached Award Summary closely, as it may vary from the Smart Select Workbook submitted with your application.
 - If you decide against or are unable to execute all of the initiatives listed on the Award Summary, contact Andrea.Lawrence@state.nm.us for a revised summary before signing the agreement.
- Note that approval may be revoked at any time based on public health or any other emergency order.

To accept your award:

1. Award Agreements will be sent from DocuSign via Brandy.Velarde@state.nm.us. Electronically **sign by July 20, 2021** or contact Andrea.Lawrence@state.nm.us to make alternate arrangements.
2. MMP participants:
 - a. Look for an email communication from your Partner Service point of contact @NMTrueCoOp.org within the next week. It will include your customized Media Production Summary with important dates and details.
 - b. Make timely payments as indicated on your Award Summary and the attached Invoice or contact Brandy.Velarde@state.nm.us to make alternate arrangements. **Payments must be made by check and be received by NMTD on or before the due dates: 50% of total is due August 1 and the remaining balance due December 1.** Whether paying directly or through a third-party, it is the award recipient's responsibility to ensure that NMTD receives accurate and timely payments. Late payments may result in delayed or cancelled programs or forfeiture of award dollars.
3. FLEX award recipients must:
 - a. Complete all aspects of your Flex funded initiatives as itemized on your Award Summary.
 - b. Complete and submit the online Request for Reimbursement form along with required supporting documentation within 30 days after the initiative is in-market. The online form is located at <https://nmtourism.smapply.io/>.
 - c. Complete the Tracking and Impact Report once all initiatives have been executed and measured, by July 10, 2022. A customized template will be sent to you.

Thank you for your participation in this process and for being a valued New Mexico True partner.

We are especially appreciative of your unwavering cooperation, participation, and support of New Mexico True during this incredibly challenging time. We look forward to working with you throughout the coming year.

Sincerely,

Andrea Lawrence, CTP, CTIS
Brand Development and Marketing Specialist
505-795-0108 | andrea.lawrence@state.nm.us

cc: Joanie Griffin

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Agreement**

THIS AGREEMENT, numbered 22-418-3002-42, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **City of Truth or Consequences** hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties’ efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY22 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY22 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
- C. Agree to follow the established New Mexico True Brand Style Guide available via link from NMTrueCoOp.org.
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Participate with NMTD in accordance with the deadlines included in *Exhibit A*; and further acknowledge that failure to do so may result in forfeit of Partner’s full participation in the creation or placement of planned advertising.
- F. **Due to the COVID-19 pandemic, Partner shall:**
 - 1. **Ensure that daily operations including but not limited to all events and activities held within Partner’s jurisdiction are in compliance with all current Executive Orders and Public Health Orders issued by the New Mexico Department of Health; and**
 - 2. **Promote the COVID-Safe Practices Certified program (“NM Safe Certified”) within Partner’s jurisdiction.**

G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

H. In addition to the above obligations, for all Flex funds expended, Partner must also:

1. Acknowledge that it has access to, and agrees to comply with, the FY22 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner's responses to that form are incorporated herein by reference.
2. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and end-of-year Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2021 and May 31, 2022 must be submitted within 30 days of placement in market.
 - ii. All requests for payment must be received by June 10, 2022. Incomplete or illegible requests will not be processed.
 - iii. The end-of-year Tracking and Impact Report must be submitted to NMTD no later than July 10, 2022. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:
 1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
 2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
 3. Pay media vendors for ad placement and/or services.
 4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link from NMTrueCoOp.org.
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement and may

terminate this Agreement should it determine that Partner did not obtain prior approval or that its Brand use is inconsistent.

- D. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2022. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: Andrea M. Lawrence
New Mexico Tourism Department
505-795-0108 | andrea.lawrence@state.nm.us

To Partner: Bruce Swingle
 City of Truth or Consequences
 575-894-6673 | bswingle@torcnm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____ Date: _____
Bruce Swingle, City of Truth or Consequences
PARTNER

Approved for legal sufficiency:

By: _____ Date: _____
Allison P. Martinez, General Counsel NMTD

By: _____ Date: _____
Isabel B. Lopez, Chief Financial Officer NMTD

By: _____ Date: _____
Jen Paul Schroer, Cabinet Secretary NMTD



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.7

SUBJECT: Re-appointment of Don Armijo to serve another term on the Public Utility Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Don Armijo is a current member on our Public Utility Advisory Board. His term expired in June 2021. On June 21, 2021 the Public Utility Advisory Board recommended the re-appointment of Mr. Armijo to serve another term on the board. The term is for two years, and will expire on June 30, 2023. The position has also been advertised in the local newspaper.

Recommendation:

The Public Utility Advisory Board recommended re-appointment of Don Armijo to serve another term on the Public Utility Advisory Board.

Attachments:

- Application

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-14-2021



City of Truth or Consequences

City Boards Application

Name: Donaciano Armijo Address: PO Box 38, Williamsburg, NM 87942

Phone: 575.740.1060 Email: chanoystoner@yahoo.com

I am interested in serving as a member of one the following Boards:

☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board

☒ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board

☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☒ Impact Fee Board

☐ Other: _____

Added Per Don's
Approval on 6/16/21.

My qualifications are:

____ *Currently serving on the PUAB (1st term)

____ *Retired from the City of TorC as Director of Public Works (worked 31 years, 25 years
as a Supervisor/Department head)

____ *Volunteer Firefighter/EMT with Las Palomas Volunteer FD since its inception

____ *Current President of the New Mexico State Fire Fighters State Association

____ *Currently serving on several other community organizational boards (Domestic Abuse;
Hamilton Veterans Park/Museum, Geronimo Springs Museum)

I hereby certify that my appointment to this board neither creates, nor should create, any
conflict of interest for myself or the Board. I further confirm that any possible conflict of
interest that may arise will be reported to the Board and the City Clerk.

Signature: Donaciano Armijo



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.8

SUBJECT: Re-appointment of Gil Avelar to serve another term on the Public Utility Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Don Armijo is a current member on our Public Utility Advisory Board. His term expired in June 2021. On June 21, 2021 the Public Utility Advisory Board recommended the re-appointment of Mr. Avelar to serve another term on the board. The term is for two years, and will expire on June 30, 2023. The position has also been advertised in the local newspaper.

Recommendation:

The Public Utility Advisory Board recommended re-appointment of Gil Avelar to serve another term on the Public Utility Advisory Board.

Attachments:

- Application

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-14-2021



City of Truth or Consequences

City Boards Application

Name: Gil Auclac Address: 1402 Steel
Phone: 575-740-6556 Email: GAuclacTocC@gmail.com

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☒ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☒ Impact Fee Board
☐ Other: _____

My qualifications are:

See Credentials on File

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: _____

Gil Auclac



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 14, 2021

Agenda Item #: I.9

SUBJECT: Re-appointment of David Senn to serve another term on the Airport Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: July 9, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

David Senn is a current member on our Airport Advisory Board. His term expired in June 2021. On July 6, 2021 the Airport Advisory Board recommended the re-appointment of Mr. Senn to serve another term on the board. The term is for two years, and will expire on June 30, 2023. There are also two additional vacancies on this board, and no applications have been received. Advertisements are taking place to recruit new members.

Recommendation:

The Airport Advisory Board recommended re-appointment of David Senn to serve another term on the Airport Advisory Board.

Attachments:

- Application

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

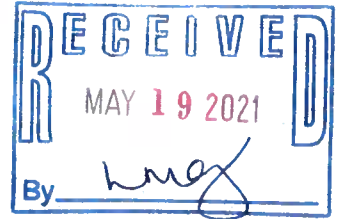
Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 7-14-2021



City of Truth or Consequences City Boards Application



Name: DAVID SENN Address: 11 UNDERWOOD PL. ELEPHANT BUTTE
P.O. Box 629 NM 87935
Phone: (575) 740-0334 Email: DAVIDSENN75@GMAIL.COM

I am interested in serving as a member of one the following Boards:

- ☒ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☐ Impact Fee Board
☐ Other: _____

My qualifications are:

ACTIVE BOARD MEMBER
ACTIVE PILOT & AIRCRAFT OWNER BASED
AT T. OR C. MUNICIPAL AIRPORT

I hereby certify that my appointment to this board neither creates, nor should create, any conflict of interest for myself or the Board. I further confirm that any possible conflict of interest that may arise will be reported to the Board and the City Clerk.

Signature: David Senn Date: MAY 19, 2021