

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 ♦ 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, AUGUST 11, 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. PUBLIC COMMENT (3 Minute Rule Applies)

D. PRESENTATIONS

1. Certificate of Commendation to Sergeant Rafael Marin and Officer Anthony Zagorski for their professionalism and fast response to a residential intruder call. Victor Rodriguez, Chief of Police
2. Presentation regarding ideas for creating and building a production studio in Truth or Consequences to shoot the Truth or Consequences television show. Ralph Rubenstein, Noah Rubenstein & Rudy Beserra
3. Presentation of the USDA Main Street District (MSD) Waterline Improvement Project. Wilson and Company
4. Presentation of Truth or Consequences Transportation Safety Plan. Lee Engineering/NMDOT

E. CONSENT CALENDAR

1. City Commission Regular Minutes, July 28, 2021
2. Acknowledge Planning & Zoning Regular Minutes, July 12, 2021
3. Accounts Payable, July 2021

F. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 14 21/22 Budget Adjustment Request. Carol Kirkpatrick, Finance Director
2. Discussion/Action: Resolution No. 15 21/22 amending the City of T or C Golf Course fees. Wes Owens, Golf Course Manager and OJ Hechler, Community Services Director
3. Discussion/Action: Publication of Ordinance No. 719 relating to Administration, adopting a Personnel Policy setting forth Personnel Rules and Regulations, and establishing consistent basic Policies, Practices, and Professionalism Expectations concerning relations between the City of Truth or Consequences and its Employees. City Manager Swingle

G. NEW BUSINESS

1. Discussion/Action: Approval of Pole Rental Contract between the City of Truth or Consequences, and Sacred Wind Communications, Inc. Bo Easley, Electric Department Director
2. Discussion/Action: Approval of MOU between Children, Youth & Families Dept. (CYFD) and the City of Truth or Consequences Police Department. Victor Rodriguez, Chief of Police
3. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
4. Discussion/Action: Approve recommendation from the Planning and Zoning Commission to approve a Level III Home Occupation Permit for a Small Auto Repair Shop at 1407 Mercury. Traci Alvarez, Assistant City Manager.
5. Discussion/Action: Approval of City of Truth or Consequences Organizational Chart. City Manager Swingle
6. Discussion/Action: Approval of Amendment to the Housing and Care of Adult Prisoners Joint Powers Agreement (JPA) between the County of Sierra, and the City of Truth or Consequences. City Manager Swingle
7. Discussion/Action: Review, Approve, and Allocate FY 2021/2022 Lodgers Tax Funding for Chamber of Commerce, Veterans Memorial Wall & Museum, and MainStreet T or C. Tammy Gardner, City Manager Executive Assistant
8. Discussion/Action: Approval of Lodgers Tax Funding Guidelines. Tammy Gardner, City Manager Executive Assistant
9. Discussion/Action: Approval of Airport Rescue Grant Offer, Grant No. 3-35-0042-023-2021. Traci Alvarez, Assistant City Manager
10. Discussion/Action: Decision to give City Manager authority to initiate necessary steps to develop an ordinance implementing a "Keep T or C Clean and Beautiful" Advisory Board. Commissioner Aragon
11. Discussion/Action: Re-appointment of Theresa King to the Lodgers Tax Advisory Board. Angela Torres, City Clerk

H. REPORTS

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

I. ADJOURNMENT

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

If you do not wish to attend the meeting, but would like to give public input, please submit your comments to torcpubliccomment@torcnm.org, by fax at (575) 894-6690, or a hard copy can be dropped off at the City Clerk's Office, 505 Sims Street, Truth or Consequences, NM. Please submit your comments no later than Monday, August 9, 2021

NEXT REGULAR CITY COMMISSION MEETING AUGUST 25, 2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: D.1

SUBJECT: Certificate of Commendation to Sergeant Rafael Marin and Officer Anthony Zagorski for their professionalism and fast response to a residential intruder call.

DEPARTMENT: Police Department

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Victor Rodriguez, Chief of Police

WHO WILL PRESENT THE ITEM: Victor Rodriguez, Chief of Police

Summary/Background:

Victor Rodriguez, Chief of Police will present certificates to Sergeant Rafael Marin and Officer Anthony Zagorski for their professionalism and fast response to a residential intruder call.

Recommendation:

None. Presentation only.

Attachments:

- .
- .

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 8-11-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: D.2

SUBJECT: Presentation regarding ideas for creating and building a production studio in Truth or Consequences to shoot the Truth or Consequences television show.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Ralph Rubenstein, Noah Rubenstein & Rudy Beserra

Summary/Background:

The owners of the rights to the television show Truth or Consequences and producers of the current hit show Name That Tune on FOX will be presenting their ideas for creating and building a production studio to shoot Truth or Consequences the show here in T or C; as well as a game show them park attraction that is full of fun and nostalgic games for the whole family that will attract local and tourist guests as a destination entertainment point.

Recommendation:

Presentation

Attachments:

- None. Presentation Only
- .

Fiscal Impact (Finance): N/A

None

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Click here to enter text. Ordinance No. Click here to enter text.

Continued To: Click here to enter a date. Referred To: Click here to enter text.

☐ Approved ☐ Denied ☐ Other: Click here to enter text.

File Name: CC Agendas 8-11-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: D.3

SUBJECT: Update – USDA Main Street District (MSD) Waterline Improvement Project

DEPARTMENT: Community Development

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Wilson & Company

Summary/Background: Provide a project overview and status update on the USDA Main Street District (MSD) Waterline Improvement Project.

Recommendation:

None, informational presentation ONLY

Attachments:

- Project Status Update PDF/PowerPoint

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-11-2021



TRUTH OR NEW MEXICO
CONSEQUENCES

August 11, 2021

Main Street District (MSD) Waterline Improvements

Project Overview

WILSON
& COMPANY

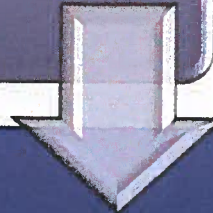
discipline | intensity | collaboration | shared ownership | solutions

TABLE OF CONTENT

Project Team



Project Overview



Project Status

PROJECT TEAM

**WILSON
& COMPANY**

Engineer: Wilson & Company

For more than 85 years Wilson & Company has been providing planning, designing and construction services for projects in New Mexico and across the country.

Our diverse range of experience with water and wastewater system improvements projects lead us to evaluate the existing system infrastructure and ensure the health, safety, economy and livelihood of its population by successfully delivering projects within the city's needs, on time and within budget.



Funding Agency: U.S. Department of Agriculture (USDA) Rural Development

The United States Department of Agriculture provides economic opportunity through innovation, helping rural America to thrive.



City of Truth Or Consequences

City Project Coordinator: Traci Alvarez

City Utility Director: Jesse Cole

Project Coordination:

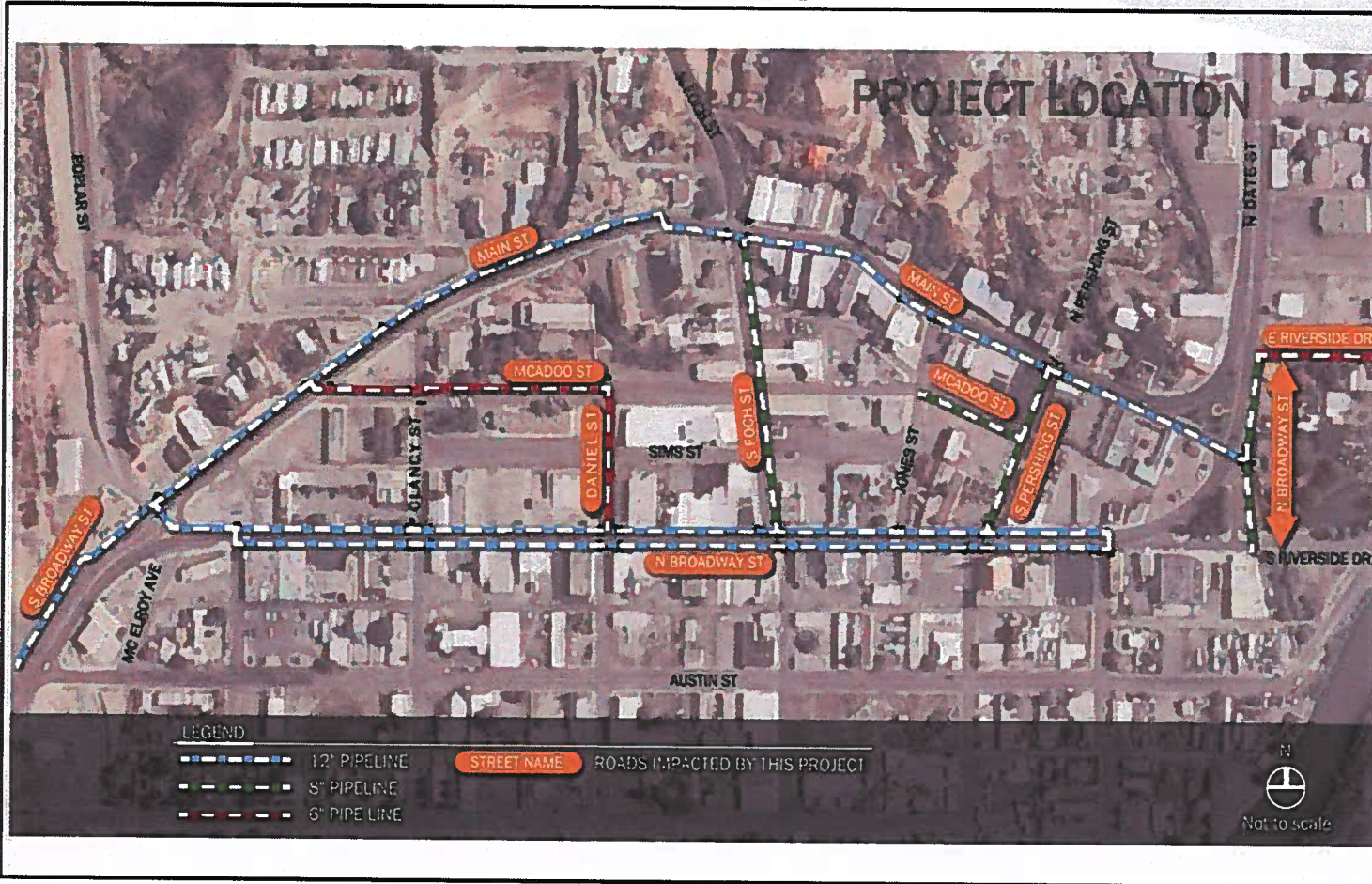
Public Meetings

Steering Committee

Business Interviews

PROJECT OVERVIEW

MSD WATERLINES MAP

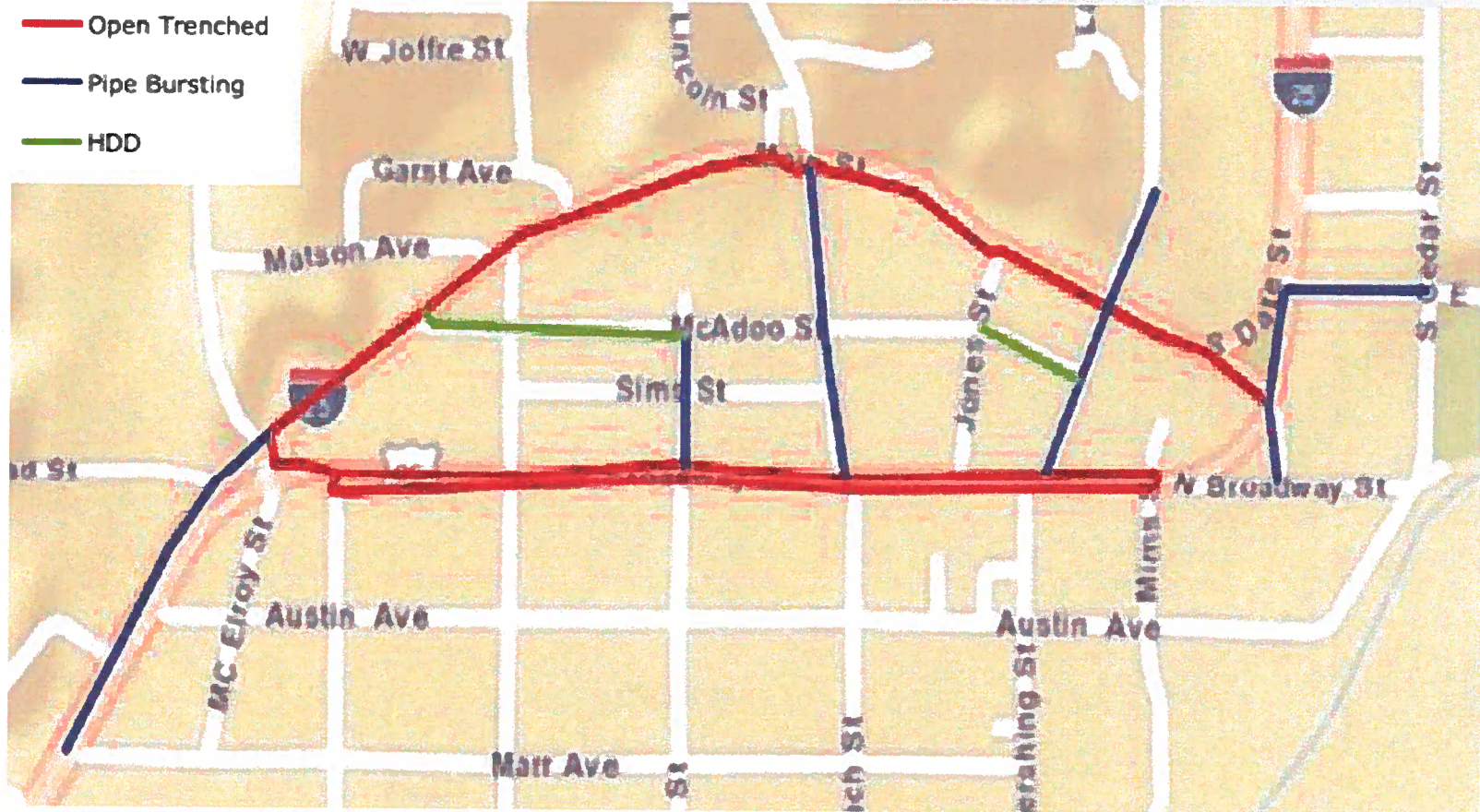


Purpose:

Replace approximately 11,800 linear feet of 6-inch, 8-inch and 12-inch old and leaking lines within the Main Street District to reduce water losses and increase overall system efficiency on:

- *N Broadway St.
- *S Broadway St.
- *McAdoo St. W
- *McAdoo St. E
- *Daniel St.
- *S Pershing St.
- *S Foch St.
- *S Riverside Dr.
- *N Broadway St.
- *E Riverside Dr.

CONSTRUCTION METHOD MAP



COOK STREET BOOSTER STATION IMPROVEMENTS OVERVIEW

The Cook street facility improvements include the replacement of the existing:

- A new gas chlorination system including building and all new equipment including scale, regulators, gas detector, injector, automatic-closing fail-safe valve.
- Installation of new metering and injection vault that includes a new chlorine injector and digital MAG flow meter. The flow meter display will be located in the chlorination building, and it's input into the new SCADA system.
- A new diesel generator will be replaced and designed to operate the chlorination system and booster pump.
- A new additional ground 300,000-gallon steel water storage tank will be installed and will be equipped with impressed- current cathodic protection.
- System will include a including a water meter vault to control the new variable speed booster pumps.

COOK STREET BOOSTER STATION IMPROVEMENTS OVERVIEW

The Cook street facility improvements include the replacement of the existing:

- Upgrade drinking water SCADA/HMI system which is located at the wastewater treatment plant, and remote terminal units at the following sites:

1	Cook Street Facility (Well #1, Tanks and Booster Station),
2	Morgan Tank & Booster Station
3	Cemetery Road Tanks.
4	Well #2
5	Well #6
6	Well #7
7	Well #8

- The existing 250HP booster pumps will be equipped with new VFD motors to run the pumps between 2,000 GPM and 3,000 GPM (full capacity).

CURRENT STATUS OF THE PROJECT

- Planning phase of the project known as the Preliminary Engineering Report (PER), completed on **September 04, 2019**
- Project funded by USDA on **September 26, 2019**, Amount, **\$9,417,000.00**
- Letter of Condition (LOC) completion by **August 26, 2021**
- Steering Committee comprised of City representatives was established, and a meeting was held on **February 05, 2020**
- Public meeting held **August 11, 2020**

CURRENT STATUS OF THE PROJECT

- 30% design has been completed and reviewed by City. **May 15, 2020**
- 60% design has been completed and reviewed by City. **November 24, 2021**
- Final NMED& USDA-RD Comments incorporated. **August 06, 2021**
- Advertisement dates **September 16-21, 2021**
- Pre-Bid Conference schedule for **October 07, 2021**
- Bid-Opening Schedule for **November 18, 2018**
- Anticipated Construction schedule to start **January 2022**

Thank you

Questions? Or Comments?

Additional questions not addressed at the public meeting will
be answered via email at

MSD.Information@wilsonco.com

WILSON
& COMPANY

discipline | intensity | collaboration | shared ownership | solutions



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: D.4

SUBJECT: T or C Transportation Safety Plan
DEPARTMENT: Community Development
DATE SUBMITTED: August 4, 2021
SUBMITTED BY: Traci Alvarez
WHO WILL PRESENT THE ITEM: Lee Engineering/NMDOT

Summary/Background: The New Mexico Department of Transportation, in partnership with the City of Truth or Consequences, is currently initiating a multimodal transportation safety plan for T or C. The plan will focus on three areas:
Downtown
Smith Rd./Smith St./Silver St./N Silver St. between E 9th Ave. and N Date St.
New School Rd./N. Pershing between Marie St. and N Date St.
The planning process will culminate in a plan to enhance safety and mobility for all roadway users; pedestrians, bicyclists, and motorists.

Public Meetings have been held on April 14th and July 21st

Recommendation:

None. Informational presentation ONLY

Attachments:

- None

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 8-11-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: E.1

SUBJECT: City Commission Regular Minutes, July 28, 2021
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 4, 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 8-11-2021

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 28, 2021**

CALL TO ORDER:

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

A. INTRODUCTION:

1. ROLL CALL:

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

Hon. Sandra Whitehead, Mayor
Hon. Amanda Forrister, Mayor Pro-Tem
Hon. Paul Baca, Commissioner
Hon. Randall Aragon, Commissioner- ABSENT
Hon. Frances Luna, Commissioner VIA TELECONFERENCE

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

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

2. SILENT MEDITATION:

Mayor Whitehead called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

B. PRESENTATIONS (10 Minutes):

1. Proclamation celebrating the 105th Birthday of Ms. Thelma Dickenson Clark:

Mayor Whitehead read a summary of Ms. Thelma Dickenson Clark's life, and presented her daughter with a Proclamation celebrating Ms. Dickenson Clark's 105th Birthday on July 13, 2021.

C. PUBLIC COMMENT:

Rick Dumiak approached the Commission with comments related to his objection to Resolution No. 05 21/22 (the imposition of a \$50 monthly fee to retain a digital meter). He explained that the \$50 monthly fee would be a hardship for him, and asked that the fee be lowered.

Sophia Peron approached the Commission with rude comments toward three of our current Commissioners, and she noted that the upcoming Election is in November. There will be three (3) City Commissioner seats on the ballot, and she encouraged the public to run for office.

D. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, July 14, 2021**
- 2. Acknowledge Regular Planning & Zoning Minutes, June 7, 2021**
- 3. Acknowledge Regular Public Utility Advisory Board Minutes, June 21, 2021**

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

E. PUBLIC HEARINGS:

- 1. Public Hearing/Discussion/Action: Pursuant to Chapter 15 Subdivision, Sec. 15-18, applicant is requesting the City to vacate an undeveloped designated alley at 400 Lucky Street, Truth or Consequences, NM:**

Traci Alvarez, Community Development Director explained that the applicant is requesting that we vacate a designated alley way that has not been developed. It is in front of her lot at 400 Lucky Street, and she is under contract to purchase the lot next door. This is the only section of alley way in the area of Lucky Street that hasn't been vacated, and it is the only access she has to her property. All adjacent property owners within a 300 ft. radius have been notified, and there have been no oppositions. There are no concerns on utilities, all utility offices have signed off, and staff recommends the said vacation.

Proponents:

Applicant Debra Trujillo stated that she purchased the land at 400 Lucky in April of this year. It is a Church that was used for several years. When she purchased the property, she had it surveyed, and nobody other than the surveyor seemed to know that there was this right of way in front of the building. It does follow the entire length of the block, and there are only two lots on the entire block (her home, and the home next door). It is about 30ft. wide, and it is the only access to both buildings.

Opponents:

None.

Mayor Whitehead then closed the public hearing.

Mayor Pro-Tem Forrister made a motion to approve the vacation of alley on the undeveloped designated alley at the 400 block of Lucky Street, Truth or Consequences, NM. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

1. 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 reviewed the proposed resolution to adopt fees for the City of T or C Golf Course Club House. We currently do not have an agreement for the Golf Course Club House, and they have been receiving inquiries about rentals. The resolution allows alcohol to be served if served by a vendor with a "picnic license". He also explained that non-profit organizations will receive a 50% reduction in rental fees by providing their non-profit status paperwork. However, all deposits must be paid in full. They eventually want to do some upgrades to the building to make it more pleasant for those who would want to rent it.

Mayor Pro-Tem Forrister moved to approve Resolution No. 02 21/22 adopting fees for the City of T or C Golf Course Club House. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 07 21/22 final fiscal year 2020-2021 Budget Adjustments:

Carol Kirkpatrick, Finance Director explained that we have the opportunity at the end of the year to adjust any budgets that need to be adjusted, and we only have two. On the first document we received two donations for the Swimming Pool that totaled up to

\$5,355, and we wanted to get that put into last year's budget to match our cash. On the second document we missed the transfer portion of a cash transfer that was approved on March 24, 2020 so we are just following up, and getting all of our documents we need on that.

Commissioner Baca moved to approve Resolution No. 07 21/22 final fiscal year 2020-2021 Budget Adjustments. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 08 21/22 approval of 4th quarter financial reports for fiscal year 2020/2021:

Carol Kirkpatrick, Finance Director explained that the Department of Finance requires that we pass a resolution for our 4th quarter financial reports. In the packet is our cash balance, revenues, expenses, and transfers. This will be sent to the Department of Finance by June 30, 2021.

Commissioner Baca moved to approve Resolution No. 08 21/22 approval of 4th quarter financial reports for fiscal year 2020/2021. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 09 21/22 final adoption of fiscal year 2021/2022 Budget:

Carol Kirkpatrick, Finance Director explained that we have submitted our final budget, and we have the opportunity from the preliminary budget to the final budget to make a few last minute changes. Any cash balances have to be reported as actuals. She then reviewed some of the cash balances, revenues, and changes as noted in the packet.

Mayor Pro-Tem Forrister moved to approve Resolution No. 09 21/22 final adoption of fiscal year 2021/2022 Budget. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Resolution No. 10 21/22 amending fees, and regulations for the use of the Civic Center:

City Clerk Torres explained that this resolution is to amend the current fees and regulations for the Civic Center. Most of the fees increased by \$50, and all security deposits will remain the same. We are also eliminating the portion on the prior resolution that allows 100% reductions in fees for all organizations holding an event that requires at least two consecutive days. The purpose of that portion on the prior resolution was to try and get heads in beds, and to try and get people to stay in our

community overnight. However, that has not been the case. 98% of the rentals who received the 100% reduction in fees were locals, and the events did not promote tourism. We are also adding a clause that states TULIP Insurance may be required for scheduled events. That is something we don't currently require. However, we feel it's important to have.

City Attorney Rubin asked for a revision in the portion under **Criteria** in which the event must be scheduled 45 hours prior to the event. It should read: All rental fees must be paid in full no later than 48 hours prior to the event. We need at least a 48 hour notice prior to any scheduled event.

Mayor Pro-Tem Forrister moved to approve Resolution No. 10 21/22 amending fees, and regulations for the use of the Civic Center with the amendment as noted. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Resolution No. 11 21/22 authorizing the submission of a New Mexico Community Development Block Grant Program application:

Traci Alvarez, Community Development Director explained that this is a requirement in the application process for the New Mexico Community Development Block Grant Program. Staff is requesting approval of the resolution. This is for planning funds, and if awarded the funds would be used for the update to the Comprehensive Plan. The planning fund award would be \$50,000, with a \$5,000 cash match. The cost of the upgrade to the Comprehensive Plan wouldn't be determined until after we received the award, and went out for quotes or proposals.

Commissioner Baca moved to approve Resolution No. 11 21/22 authorizing the submission of a New Mexico Community Development Block Grant Program application. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Resolution No. 12 21/22 approval of the City of Truth or Consequences Take Home Vehicle Policy:

City Manager Swingle reviewed the new Take Home Vehicle Policy which reviewed:

- I. PROGRAM
- II. GENERAL REQUIREMENTS
- III. MAINTENANCE REGULATIONS

CITY COMMISSION JULY 28, 2021 REGULAR MEETING MINUTES

Discussion ensued regarding Section II. - GENERAL REQUIREMENTS (H) It shall be the policy of the City of Truth or Consequences that employees shall not be assigned a motor vehicle or motorized equipment on a twenty-four-hour basis unless such employee resides within ten (10) miles of the City, excluding law enforcement officers.

The Commission decided to change Section II. - GENERAL REQUIREMENTS (H) to read: "Employees shall not be assigned a motor vehicle or motorized equipment on a twenty-four-hour basis unless such employee resides **within thirty (30) miles** of the City, excluding law enforcement officers." All cases will need to be approved by the Commission.

Mayor Pro-Tem Forrister made a motion to approve Resolution No. 12 21/22, the approval of the City of Truth or Consequences Take Home Vehicle Policy with the amendment noted under Section II H of the policy. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Resolution No. 13 21/22 setting a method by which Lodgers Tax is allocated on a yearly basis:

City Manager Swingle explained that we currently have about four (4) resolutions addressing Lodgers Tax, and the distribution of the Lodgers Tax revenue. All of the resolutions conflict with one another so this proposed resolution is intended to provide one document that explains all of the distributions for Lodgers Tax revenue.

Commissioner Baca moved to approve Resolution No. 13 21/22 setting a method by which Lodgers Tax is allocated on a yearly basis. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. NEW BUSINESS:

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

Carol Kirkpatrick, Finance Director explained that this in light of the Resolution No. 46 20/21. The purchase orders before you are for \$20,000 or greater which exceed the City Manager's authority, and need to be approved by the Commission. Amounts of the Purchase Requisitions are provided in the packet.

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

2. Discussion/Update: Review of July 13th Recreation Advisory Board Workshop:

Greg D'Amour, Recreation Advisory Board Chairman reviewed the details of the July 13th Recreation Advisory Board Workshop. Some of the ideas discussed included:

- Ralph Edwards Park Phase I review.
- Ralph Edwards Park Phase II discussion: moving the skate park, clean up the river bank, new bathrooms, and new trees to replace those that died and those that appear weak, and options for completing the gazebo.
- Re-doing the volley ball court, and adding Horseshoe pits, and Cornhole pits in an adjacent area at Ralph Edwards Park.
- Lighting in the various sport activity areas at Ralph Edwards Park, and possibly installing "pay" lights or solar lights.
- Discussion of certain areas at the Louis Armijo Sports Complex which were either underused, or not being used at all.
- Future hopes of a Community Recreation Center.

Public Suggestions during the workshop included:

- Moving the parking along the river, and the dirt area to the city yard across the street from the park.
- Separating the senior activities from the Civic Center back to Lee Belle Johnson Center.
- The lack of shade at the Healing Waters Plaza.
- Clearing of the riverbank for a trail along the river through T or C for public use.
- Potential for Lacrosse to be offered if the soccer field is brought up to standard.
- A batting cage at the Louis Armijo Sports Complex, and additional parking for when we host tournaments.

3. Discussion/Action: Re-appointment of Greg D'Amour to the Recreation Advisory Board:

City Clerk Torres explained that Greg D'Amour is currently the Chairman of the Recreation Advisory Board. His term expired in June 2020. However, due to the COVID-19 Pandemic, the board only met a few times last year and did not do the re-appointment in 2020. Our city code states that current members shall continue to hold office until their successor is appointed and qualified. In June 2021, Mr. D'Amour submitted his application to continue to serve on the board. On July 13, 2021, the Recreation Advisory Board unanimously voted to re-appoint Mr. D'Amour to serve a 1-year term on the board. Vacancies for the board were advertised in our local newspaper, and posted on the City Clerk's Office bulletin Board.

Commissioner Luna moved to approve the re-appointment of Greg D'Amour to the Recreation Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Re-appointment of Carole Wheeler to the Recreation Advisory Board:

City Clerk Torres explained that Carole Wheeler is a current member on the Recreation Advisory Board. Her term expired in June 2020. However, due to the COVID-19 Pandemic, the board only met a few times last year and did not do the re-appointment in 2020. Our city code states that current members shall continue to hold office until their successor is appointed and qualified. In June 2021, Ms. Wheeler submitted her application to continue to serve on the board. On July 13, 2021, the Recreation Advisory Board unanimously voted to re-appoint Ms. Wheeler to serve a 1-year term on the board. Vacancies for the board were advertised in our local newspaper and posted on the City Clerk's Office bulletin Board.

Commissioner Luna moved to approve the re-appointment of Carole Wheeler to the Recreation Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Re-appointment of Jeni Neeley to the Recreation Advisory Board:

City Clerk Torres explained that Jeni Neeley is a current member on the Recreation Advisory Board. Her term expired in June 2021. On July 13, 2021, the Recreation Advisory Board unanimously voted to re-appoint Ms. Neeley to serve a 2-year term on the board. Vacancies for the board were advertised in our local newspaper, and posted on the City Clerk's Office bulletin Board.

Commissioner Baca moved to approve the re-appointment of Jeni Neeley to the Recreation Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Re-appointment of Ingo Hoepfner to the Recreation Advisory Board:

City Clerk Torres explained that Ingo Hoepfner is also a current member on the Recreation Advisory Board. His term expired in June 2021. On July 13, 2021, the Recreation Advisory Board unanimously voted to re-appoint Mr. Hoepfner to serve a 2-year term on the board. Vacancies for the board were advertised in our local newspaper and posted on the City Clerk's Office bulletin Board.

Commissioner Baca moved to approve the re-appointment of Ingo Hoepfner to the Recreation Advisory Board. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Appointment of David Dawdy to serve as a member on the Recreation Advisory Board. Angela Torres, City Clerk

City Clerk Torres explained, in 2020 Christie Conklin resigned from the Recreation Advisory Board. On September 24, 2020 we received a board member application from David Dawdy, and on July 13, 2021, the Recreation Advisory Board unanimously voted to appoint Mr. Dawdy to serve a 2-year term on the board.

Mayor Pro-Tem Forrister moved to approve the appointment of David Dawdy to serve as a member on the Recreation Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Re-appointment of Sid Bryan to the Public Arts Advisory Board:

City Clerk Torres explained that Sid Bryan is a current member on the Public Arts Advisory Board. His term expired in June 2021, and on June 15, 2021, the Public Arts Board unanimously voted to re-appoint him to serve a 2-year term on the board. We currently have one vacancy on the board and that seat is being advertised. However, we recently received a board member application from Susanne Carlstedt and her application will go before the public arts board at their next scheduled meeting.

Mayor Pro-Tem Forrister moved to approve the re-appointment of Sid Bryan to the Public Arts Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

9. Discussion/Action: Re-appointment of Eduardo Alicea to the Public Arts Advisory Board:

City Clerk Torres explained that Eduardo Alicea is a current member on the Public Arts Advisory Board. His term expired in June 2021, and on June 15, 2021, the Public Arts Board unanimously voted to re-appoint him to serve a 2-year term on the board.

Mayor Pro-Tem Forrister moved to approve the re-appointment of Eduardo Alicea to the Public Arts Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Re-appointment of Cary “Jagger” Gustin to the Public Arts Advisory Board:

City Clerk Torres explained that Cary “Jagger” Gustin is a current member on the Public Arts Advisory Board. His term expired in June 2021, and on June 15, 2021, the Public Arts Board unanimously voted to re-appoint him to serve a 2-year term on the board.

Commissioner Baca moved to approve the re-appointment of Cary “Jagger” Gustin to the Public Arts Advisory Board. Commissioner Luna seconded the motion. Roll call was taken by the Clerk-Treasurer.

Hon. Frances Luna, Commissioner voted aye.

Hon. Amanda Forrister, Mayor Pro-Tem abstained from the vote.

Hon. Paul Baca, Commissioner voted aye.

Hon. Sandra Whitehead, Mayor voted aye.

Motion carried with a 4-0 vote.

11. Discussion/Action: Re-appointment of Andy Underwood to the Public Arts Advisory Board:

City Clerk Torres explained that Andy Underwood is a current member on the Public Arts Advisory Board. His term expired in June 2021, and on June 15, 2021, the Public Arts Board unanimously voted to re-appoint him to serve a 2-year term on the board.

Mayor Pro-Tem Forrister moved to approve the re-appointment of Andy Underwood to the Public Arts Advisory Board. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously

12. Discussion/Action: Adoption of written procedures pertaining to the Utility Service appeal process in Section 14-30(e) of the Municipal Code:

City Clerk Torres explained that Section 14-30(e) of the Municipal Code gives any person disputing a disconnect notice or other action related to utility service a reasonable opportunity to present an appeal. In your packet is a copy of Section 14-30(e). Currently we do not have any written procedures for this type of appeal, so we drafted a written policy for the Utility Service appeal process.

City Manager Swingle stated that there is a typo on item 1, page to that needs to be changed. The word ‘than” should be inserted.

Mayor Pro-Tem Forrister moved to approve the adoption of written procedures pertaining to the Utility Service appeal process in Section 14-30(e) of the Municipal Code with the addition of the word than mentioned by City Manager Swingle. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Approval of Summary Plat Amendment Lot Split at 2103 S. Broadway:

Traci Alvarez, Community Development Director explained that the Summary Plat Amendment for a lot split at 2103 S. Broadway was done by Public Hearing at the Planning & Zoning meeting on July 12, 2021. The Planning & Zoning Commission recommended approval by a 2-1 vote to approve the lot split pending utility verifications. Currently both lots share water and sewer, and there is no electric easement. Staff would recommend approval of this only if the water and sewer are separated, and easements are written in for all utilities as needed.

Commissioner Baca moved to approve the Summary Plat Amendment Lot Split at 2103 S. Broadway with the stipulation mentioned by Traci Alvarez. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

14. Discussion/Action: Approval of State of New Mexico Tourism Department Litter Control and Beautification "Clean & Beautiful" Grant Program Agreement offer:

Traci Alvarez, Community Development Director explained that staff applied for, and has received a notice of award for a "Clean & Beautiful" Grant in the amount of \$5,040.38 for litter prevention signs, waste receptacles, and bench and tables. There is a 25% cash match requirement in the amount of \$1,260.10 for a total of \$6,348. Staff requests approval to accept the award and to enter into the grant agreement. The signs and waste receptacles are planned to be focused in the area of Rotary Park once everything is finalized on ownership.

Mayor Pro-Tem Forrister moved to approve the State of New Mexico Tourism Department Litter Control and Beautification "Clean & Beautiful" Grant Program Agreement offer. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

15. Discussion/Action: Award project Truth or Consequences Rehabilitate Runway 13/31 and enter into Contract with Maxwell Asphalt, Inc.:

Traci Alvarez, Community Development Director explained that the next project at our Airport is the re-habilitation of Runway 13/31. This will include crack seal and seal coat. The project went out to bid, and we are requesting to issue the Notice of Award to Maxwell Asphalt, Inc., and enter into a contract with them. The project is 100% fully funded by FAA, as you will see in the next item on the agenda.

Mayor Pro-Tem Forrister moved to approve the Award project Truth or Consequences Rehabilitate Runway 13/31 and enter into Contract with Maxwell Asphalt, Inc. Commissioner Baca seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

16. Discussion/Action: Approval of FAA Airport Improvement Program (AIP) Grant Agreement:

Traci Alvarez, Community Development Director explained that this is the FAA Airport Improvement Program (AIP) Grant Agreement offer in the amount of \$347,631. This would cover 100% of the costs associated with the re-habilitation of Runway 13/31. In the packet is the NMDOT grant agreement. The state agreement came through first. Typically that is only a percentage of the cost, and FAA will pick up the larger percentage of the cost, and then the city would have a cash match similar to last year, but FAA is funding 100% of the cost on this project so the state grant money will be back absorbed, and if we are lucky we will get some additional state funds for other items.

Commissioner Baca moved to approve the FAA Airport Improvement Program (AIP) Grant Agreement. Mayor Pro-Tem Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. REPORTS:

City Manager Swingle reported the following:

- On Thursday, July 29, 2021 Senator Heinrich's staff will hold a session at the T or C Library from 9:30 a.m. to 10:30 a.m.
- National Night Out will be held on August 3, 2021 from 5:00 p.m. to 9:00 p.m. at the Albert Lyon Event Center. Commissioners are encouraged to go and participate. It is a great event every year. Especially for the kids.
- We have done some re-arranging of office staff. We moved Jamie Sweeney from Safety to Code Enforcement. Our Code Enforcement Officer is retiring. The Chief would like to consolidate that Code Enforcement also do evidence tech work. Most of Ms. Sweeney's attention will be on Code Enforcement because staff has

clear direction that we need to clean this city up. Code Enforcement will be very active. The Chief of Police and Ms. Sweeney have a very good understanding of the community and what the needs are. We will eliminate the Safety Officer position because an entity this small does not necessarily need a Safety Officer. However, we do need to develop a safety committee, and safety will fall under the responsibility of the Department Heads and Directors.

- We want to re-schedule the finance and budget workshop to August 9, 2021 at 9:00 a.m. here in the Commission Chambers. We need to look at revenue shortfalls as well as financial issues, and figure out a long term strategy and how we can generate more revenue.
- The Animal Shelter has been in crisis mode for a couple of months now where they have too many animals in the facility. The intake of animals in 2018 was 497 with an average of 55 animals per month. In 2019 that number almost doubled to 870 with an average of 72 animals per month. In 2020 that number went up to 962 with an average of 80 animals per month. This year to date we have already had over 644 animals with an average of 95 animals per month. The Shelter was never designed to have this many animals in it. There are a lot of processes and practices that we are doing that is creating the problem. One is the safe keeping of animals. We are taking in quarantine animals, and keeping them for an extended period of time, and we need to address that. OJ and staff are working on procedures right now to reduce that number. Right now we do not charge a fee to harbor animals at the shelter, and we are basically running a Kennel, and that is not the intent of this shelter. We have a lot of repeat offenders who surrender dogs, and in 2-3 months they return that dog, and then 6 months later they come back and get another dog, and repeat the process. Staff at the Animal Shelter knows who these repeat offenders are, and we will have to make some calls on policy. Our goal is to be a no kill shelter at some point, but we are far from that. We are not doing badly, and the animals that are being put down are mostly feral or aggressive, but we want to continue to do better and improve in that matter.

City Attorney Rubin had no reports.

City Commission Reports:

Commissioner Baca reported the following:

- Thanked City Manager Swingle for all of the hard work he does.
- He also thanked all of the city employees for all of their hard work as well.

City Manager Swingle stated that we have a great staff on board and they work very hard. He mentioned that there were a few personal attacks towards staff at the Recreation Advisory Board Workshop, and there is no place for that. That is not how we get anything accomplished. Some of that went on today. Elected Officials are elected to put up with a lot, but the staff does not need that, and they don't deserve that. We can't be everything to everybody. We just don't have the financial resources in this

community to deal with that. There is a place where manners are important, and public meetings is a place where manners are important.

Commissioner Luna had no reports.

Mayor Pro-Tem Forrister reported the following:

- The attacks that happened this morning are ridiculous, and if that person was in attendance at the Recreation Advisory Workshop, she could probably assume who was giving them. She would also hope that person would run again for office because maybe then they would get more than 12 people to vote for them next time.

Mayor Whitehead reported the following:

- She failed to report during silent meditation that we had a tragic incident in our community/Sierra County. Last week one of our Caballo Firefighters was fatally injured. She asked that everyone please to pray for Janet Tracy's Family, Friends and Community.

I. EXECUTIVE SESSION:

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

Commissioner Baca made a motion to go into executive session at 10:49 a.m. to discuss Threatened & Pending Litigation (Erica Baker & Michael Lanford) pursuant to 10-15-1(H.7). Mayor Pro-Tem Forrister seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Whitehead noted that she will recuse herself on the Threatened & Pending Litigation (Erica Baker & Michael Lanford) pursuant to 10-15-1(H.7) item because Michael Lanford is her son in-law.

Mayor Pro-Tem Forrister reconvened the meeting in open session at 11:04 a.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.

J. ADJOURNMENT:

Mayor Pro-Tem Forrister moved to adjourn at 11:06 a.m. Commissioner Baca seconded the motion. Motion carried unanimously.

Passed and Approved this 11th day of August, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: E.2

SUBJECT: Acknowledge Regular Planning & Zoning Minutes for July 12, 2021.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 5, 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 8-11-2021

**CITY OF TRUTH OR CONSEQUENCES
PLANNING & ZONING COMMISSION
MONDAY, JULY 12, 2021**

MINUTES

REGULAR MEETING

Regular meeting of the Planning & Zoning Commission of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, July 12, 2021 at 5:30pm.

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

ROLL CALL:

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

ALSO PRESENT:

Bruce Swingle, City Manager
Victor Rodriguez, Police Chief
Traci Alvarez, Community Development Director
Angela A. Torres, City Clerk
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

- a. Regular meeting of Monday, June 7, 2021.

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

3. COMMENTS FROM THE PUBLIC:

Mr. Garland Hopkins spoke on behalf of himself and his sister who was also present. They are owners of a 10 acre parcel that adjoins the property addressed in the today's public hearing. Mr. Hopkins understands voicing his concern for his property has no bearing on the outcome of today's public hearing. He wanted the City to know that his property, over the years, has had roads cut in and wanted the city to know it has no official public access, and is considered landlocked. He would like to know if the City has any plans of opening access to his property.

4. PUBLIC HEARING:

a. Public Hearing/Discussion/Action: Request for a Summary Plat Amendment at 2103 S. Broadway, Truth or Consequences, NM pursuant to Chapter 15, Sec. 15-17., Amendment of Plats:

Angela A. Torres, City Clerk - Began the public hearing by swearing in Traci Alvarez, Community Development Director and John Herbst, owner of the property at 2103 S. Broadway.

Traci Alvarez, Community Development Director – Explained that the, property owner located at 2103 S. Broadway wishes to amend his plot that is currently known as "RJ RV Park". He wishes to separate the RV park from the private residence. All document's and fees have been paid, property owner is current on his taxes, and both plots meet minimum standards required for the district. The amendment will not have any significant effect on all utilities, drainage or traffic. I normally submit a utilities verification form with my agenda packet, I do apologize, we had some different departments that have been out and they haven't been able to complete the verification form. We only had one that did come in and it was from the Electric Department. There was a concern regarding a potential easement on electric. I have also reached out to the County Office to see if there is one in place. I spoke to the property owner and he seems to feel there was one already in place. I have not received those documents back from the County. It would be my request to staff once we finish the public hearing, that our Commission approve this Summary Plat Amendment pursuant to receiving all the verifications and making sure all those documentation work for all utilities.

Proponent:

John Herbst, Owner of the RJ RV Park - The plat is originally 6.5 acres. I've been in real estate for 45 years. I think the residential should be separated out from the commercial. I think there's been a mix up and it needs to be changed. I separated the house on a separate plat, and it is surveyed out on 1.8 acres of ground and I have a separate easement from Hillcrest Ave into the park then to the house. The house has been there for 20 years, and has been served by electricity so there has to be an easement somewhere.

Traci Alvarez, Community Development Director – There may or may not be. We are still waiting to hear back from the County. If there is not an amical registered easement, it's just a matter of adding that in on your Summary Plat.

Angela A. Torres, City Clerk – Asked if the board had any questions?

Angela A. Torres, City Clerk – Do we have any other Proponents that would like to speak?

Angela A. Torres, City Clerk – Do we have any Opponents that would like to speak?

Vice-Chairman Sisney – To drive to the house, you have to cut through the property.

Traci Alvarez, Community Development Director – That easement is noted on the plat.

Angela A. Torres, City Clerk – Closed the public hearing.

Member Bush made a motion to approve the request for a Summary Plat Amendment at 2103 S. Broadway, pursuant to all the other necessary documentation be provided before approving. Chairman Hogg seconded the motion.

Michael Hogg, Chairman	Voted Aye
Chris Sisney, Vice-Chairman	Voted Nay
James Bush, Member	Voted Aye

Motion carried with a 2 to 1 in vote.

5. REPORTS FROM THE BOARD:

There were no reports from the board.

6. REPORTS FROM STAFF:

Dawn Barclay, Deputy City Clerk - Advised the board that Mr. Zeschke who is a member of this board, will be out of town until October and he will be missing 4 concussive meetings. Due to the long term absence, he has resigned. He may consider re-applying once he returns to T or C on a more permanent basis. His resignation letter was received on July 12, 2021.

Angela A. Torres, City Clerk - Updated the board that she is continuing to advertise for the Planning & Zoning Commission vacant position(s).

Traci Alvarez, Community Development Director – Re-addressed Mr. Hopkins who spoke during Public Comment. Ms. Alvarez gave him her contact information at the Planning & Zoning

Department and advised him to call her so she can take a look at the property to see how it can be addressed.

7. ADJOURNMENT:

There being no further business to come before the Planning & Zoning Commission.

**Member Bush moved to adjourn meeting. Chairman Hogg seconded the motion.
Motion carried unanimously.**

PASSED AND APPROVED ON THIS 2ND DAY OF AUGUST 2021.



Michael Hogg, Chairman
Planning & Zoning Commission



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: E.3

SUBJECT: Accounts Payable, July 2021
DEPARTMENT: Finance
DATE SUBMITTED: August 2, 2021
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: Bruce Swingle-City Manager

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 July 2021

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 858,050.65

Legal Review (City Attorney): N/A

N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

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

File Name: CC Agendas 8-11-2021

Accounts Payable Transfer Sheet - 20-21 FY
Post Date Ending: 7/9/21,7/16/21,7/23/21,7/30/21

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>				<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		7/9/2021	7/16/2021	7/23/2021	7/30/2021	TRANSFERS	
101	General	\$47,237.08	\$56,298.06	\$19,011.27	\$50,575.42	\$173,121.83	101
201	Local Government Corrections	\$459.00	\$1,805.00			\$2,264.00	201
209	State Fire	\$265.01	\$457.06	\$539.29	\$268.01	\$1,529.37	209
211	Law Enforcement Protection		\$1,905.00			\$1,905.00	211
214	Lodger's Tax	\$841.10	\$500.00		\$5.00	\$1,346.10	214
216	Street Renovation		\$4,210.81	\$517.14	\$1,130.56	\$5,858.51	216
217	Municipal Recreation					\$0.00	217
292	Federal Seizure Share					\$0.00	292
293	Veterans Wall Perpetual					\$0.00	293
294	State Library	\$7.35	\$99.95		\$187.31	\$294.61	294
295	Municipal Pool	\$3,395.10	\$2,797.89	\$499.06	\$979.87	\$7,671.92	295
296	PD-GRT Fund					\$0.00	296
298	PD-Donations					\$0.00	298
302	Electrical Construction					\$0.00	302
303	Veterans Memorial			\$143.65		\$143.65	303
304	SJOA - Grants					\$0.00	304
305	Capital Improvement General					\$0.00	305
306	Capitial Improvement Joint Utility					\$0.00	306
307	Golf Course Improvements					\$0.00	307
308	USDA -Sweeper					\$0.00	308
309	USDA-Wastewater					\$0.00	309
310	R&R-Emergency					\$0.00	310
311	R&R-Sewer					\$0.00	311
312	R&R-Airport					\$0.00	312
313	R&R-Water					\$0.00	313
314	CDBG - Grant					\$0.00	314
315	CI Reserve- Non Capital Equipment					\$0.00	315
316	Emergency Reserve					\$0.00	316
320	USDA Water System Improvements					\$0.00	320
360	NMFA PROJECTS				\$10,027.68	\$10,027.68	360
403	Pledge State Tax	\$18,834.93				\$18,834.93	403
501	Cemetery			\$947.13		\$947.13	501
502	Utility Office	\$741.45	\$839.98	\$4,531.34	\$10,192.43	\$16,305.20	502
503	Electric Dept	\$300,978.25	\$90,039.13	\$9,796.21	\$5,540.59	\$406,354.18	503
504	Water Dept	\$16,012.55	\$37,555.60	\$1,844.17	\$4,425.65	\$59,837.97	504
505	Solid Waste	\$44,214.17	\$4,749.19	\$8,322.32	\$70,178.73	\$127,464.41	505
506	WasteWater	\$5,716.00	\$4,600.07	\$1,572.03	\$3,953.70	\$15,841.80	506
507	Solid Waste Landfill/Collection					\$0.00	507
508	Golf Course	\$122.39	\$725.00	\$3,777.34	\$1,114.13	\$5,738.86	508
509	Municipal Airport		\$1,348.88	\$344.17	\$141.62	\$1,834.67	509
600	Internal Service Fund		\$257.69	\$190.07	\$281.07	\$728.83	600
700	PD Bond						700
	Grand Total-Accounts Payable	\$438,824.38	\$208,189.31	\$52,035.19	\$159,001.77	\$0.00	\$858,050.65



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 7/1/2021 - 7/30/2021

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					
MUNICIPAL CODE CORP.	00359453	07/09/2021	OPEN PO FOR FY 21/22	101-1001-43740	275.00
XEROX CORP.	013766852, 013766955	07/09/2021	BASE CHARGE/METER USAGE - ...	101-1004-43465	535.99
XEROX CORP.	013766954	07/09/2021	BASE CHARGE/METER USAGE----	101-1001-43465	375.04
XEROX CORP.	013820682	07/09/2021	XEROX METER READS	101-1014-43465	31.48
CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	7,481.89
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/GENERAL	101-1018-43780	391.49
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	34.68
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.97
T OR C FIRE DEPARTMENT	07012021	07/09/2021	FIRE DEPARTMENT ALLOTMENT...	101-1005-48599	21,500.00
MANANA	106-21	07/09/2021	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	107484, 107485, 107520, 1075...	07/09/2021	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	552.25
SIERRA COUNTY SENTINEL	107558	07/09/2021	HELP WANTED ADS FY21-22 - O...	101-1004-43740	15.26
ED ADKINS	162955	07/09/2021	DEPOSIT REFUND FOR 07/04/2...	101-1099-34348	50.00
LAW OFFICE OF JONLYN M. MA...	28580	07/09/2021	LEGAL SERVICES 2020-21	101-1000-43597	5,622.99
NU-WAY LAUNDRY & CLEANERS	36038	07/09/2021	CARPET CLEANING SERVICE	101-1014-44607	157.77
SIERRA VISTA HOSPITAL / SIERR...	38140C15467	07/09/2021	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	150.00
SILVERSKY, INC.	433876-SI	07/09/2021	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	202.69
TRANS UNION RISK & ALTERNAT...	485949-202106-01	07/09/2021	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1001-41226	148.20
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1003-41226	258.86
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1007-41226	779.04
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1008-41226	116.28
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1009-41226	136.74
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1011-41226	310.07
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1014-41226	224.40
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	101-1016-41226	180.73
PRISCILLA FUENTES	637392	07/09/2021	CIVIC CENTER REFUND FOR 07/...	101-1099-34348	250.00
JAIME F. RUBIN, LLC	70121	07/09/2021	LEGAL SERVICES FOR JUNE	101-1000-43597	4,888.06
QUEST DIAGNOSTICS, INC.	9193701196	07/09/2021	SCREENING & MRO FEE FY21-22...	101-1004-48599	489.60
ZIA ISOLA	981395	07/09/2021	CIVIC CENTER REFUND FOR 07/...	101-1099-34348	100.00
VERIZON WIRELESS	9882740400	07/09/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	41.30
VERIZON WIRELESS	9882740400	07/09/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	247.80
VERIZON WIRELESS	9882740400	07/09/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	82.60
WEX BANK	07012021	07/16/2021	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	2,925.98
TDS	07012021	07/16/2021	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
XEROX CORP.	013766957	07/16/2021	BASE CHARGE - METER USAGE ...	101-1007-43465	255.10
XEROX CORP.	013766959, 013889886	07/16/2021	XEROX CHARGE/METER USAGE	101-1040-43465	236.99
XEROX CORP.	013766979	07/16/2021	BASE CHARGE/METER USAGE F...	101-1009-43465	218.31
SCRDA	070092021	07/16/2021	DISPATCH SERVICES FOR THE CI...	101-1007-48599	43,398.00
WEX BANK	07012021	07/16/2021	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	637.32

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CAROL KIRKPATRICK	070921	07/16/2021	REIMBURE CAROL FOR FLASH D...	101-1004-44606	21.68
WEX BANK	07122021	07/16/2021	UNLEADED FUEL WEX CARD	101-1014-43316	356.65
COPPLER LAW FIRM, P.C.	11021/11026	07/16/2021	OPEN PO FOR LEGAL SERVICES ...	101-1010-48598	214.71
BROWNELLS, INC.	20995059.01	07/16/2021	TACTICAL 2 POINT WEB LOOP SL...	101-1007-44607	104.36
ALARM CONTROL TECHNOLOGI...	21320, 21321	07/16/2021	FIRE ALARM MONITORING	101-1014-47410	53.94
TESTON'S FREEWAY CHEVRON	3600	07/16/2021	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	957.31
TESTON'S FREEWAY CHEVRON	3601	07/16/2021	OPEN PO UNLEADED FUEL POLI...	101-1007-43316	27.00
SIERRA AUTO/CARQUEST	6016-285948	07/16/2021	BATTERY GOLD 3 YRS	101-1007-47420	143.56
SIERRA VETERINARY SERVICES,L...	61503	07/16/2021	EUTHANASIA SOLUTION SERVIC...	101-1008-44607	170.00
WEX BANK	63021	07/16/2021	OPEN PO FOR FUEL FY 21/22	101-1003-43316	243.38
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,608.12
NM CITY MANAGEMENT ASSOC.	70121	07/16/2021	ANNUAL DUES FOR BRUCE SWI...	101-1003-43770	750.00
BRUCE SWINGLE	7132021	07/16/2021	REIMBURSEMENT FOR ITEMS P...	101-1000-44625	776.65
JANAE KRAUS	801974	07/16/2021	DEPOSIT REFUND FOR	101-1099-34348	50.00
XEROX CORP.	013889890	07/23/2021	METER USAGE OPEN PO 21/22	101-1003-43465	286.76
NM GOVERNMENT FINANCE OF...	027876/17355	07/23/2021	ANNUAL DUES FOR CAROL KIRK...	101-1004-43770	50.00
NM GOVERNMENT FINANCE OF...	027876/17355	07/23/2021	ANNUAL DUES FOR CAROL KIRK...	101-1004-43770	50.00
NM MUNICIPAL CLERKS AND FI...	027876/17355	07/23/2021	ANNUAL DUES CAROL KIRKPATR...	101-1004-43770	60.00
NM MUNICIPAL CLERKS AND FI...	027876/17355	07/23/2021	ANNUAL DUES FOR KERIN SALC...	101-1004-43770	60.00
BANK OF AMERICA	07/14/2021	07/23/2021	ROOM FOR COUNTRY SLADE E...	101-1012-42720	183.71
WINDSTREAM CORPORATION	07/21/21	07/23/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	116.97
NM MUNICIPAL CLERKS AND FI...	072121	07/23/2021	MEMBERSHIP DUES	101-1001-43770	60.00
NM MUNICIPAL CLERKS AND FI...	072121	07/23/2021	MEMBERSHIP DUES	101-1001-43770	60.00
DIANA TITTLE	089252	07/23/2021	CC REFUND FOR 9/15,9/22,9/29...	101-1099-34348	475.00
NM MUNICIPAL LEAGUE	099	07/23/2021	ANNUAL MEMBERSHIP	101-1000-43770	6,925.00
QUILL CORPORATION	18021697	07/23/2021	BIG TAB DIVIDERS	101-1011-44606	5.38
QUILL CORPORATION	18021697	07/23/2021	WHITE CHALK	101-1011-44606	1.88
QUILL CORPORATION	18021697	07/23/2021	HP 63XL BLACK INK	101-1011-44606	107.97
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	101-1007-43316	30.00
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	101-1007-47420	115.70
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	101-1009-47420	55.00
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	101-1014-47420	57.25
TALON SEPTIC & POTTY SERVICE	297	07/23/2021	JUNE RENTAL OF PORTABLE TOI...	101-1009-43465	800.00
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1003-41226	258.86
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1004-41226	200.09
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1007-41226	836.23
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1008-41226	116.28
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	136.73
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1009-41226	77.30
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1011-41226	280.34
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1012-41226	81.60
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1014-41226	208.80
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	101-1016-41226	180.73
BANK OF AMERICA	67758234	07/23/2021	PORTABLE AIR CONDITIONER	101-1014-44613	649.87
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	4,117.21
INTEGRATED TECHNOLOGIES G...	7213	07/23/2021	IT SERVICES JULY 1, 2021 - SEPT...	101-1018-48598	984.84
CRUCES TROPHY & AWARDS CE...	83775	07/23/2021	ACRYLIC AWARD	101-1011-44606	79.95
PERRY SUPPLY CO.	51838407.001	07/23/2021	230/460 3 PHASE ELECTRIC MO...	101-1014-43403	935.15
NM SELF INSURERS FUND	06302021	07/30/2021	ANNUAL LIABILITY DEDUCTIBLES...	101-1007-46732	2,096.82
NM SELF INSURERS FUND	06302021	07/30/2021	ANNUAL LIABILITY DEDUCTIBLES...	101-1018-46732	2,096.81
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,662.08
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/GENERAL	101-1018-43780	381.49
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/ANIMAL SHELTER	101-1018-43780	38.79
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.97
SIERRA VISTA HOSPITAL / SIERR...	07292021	07/30/2021	GRT DISTRIBUTION FY 21/22 OP...	101-1017-48599	22,820.37
OFFICE DEPOT	169057275001	07/30/2021	FELLOWES FORTISHRED 3250C ...	101-1016-44613	1,300.77

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COOPERATIVE EDUCATIONAL S...	24-1118071	07/30/2021	ROTARY PARK BOUNDARY SUR...	101-1010-48598	7,540.85
COOPERATIVE EDUCATIONAL S...	24-116465	07/30/2021	ROTARY PARK BOUNDARY SUR...	101-1010-48598	2,252.92
WINFIELD SOLUTIONS, LLC	64579808	07/30/2021	PENTROX AQUAPERM X UL 30-...	101-1014-44607	2,945.00
BRADY INDUSTRIES, LLC	6932731	07/30/2021	CENTERPULL PAPER TOWELS	101-1014-44607	675.00
BRADY INDUSTRIES, LLC	6932731	07/30/2021	DIEFECTANT LYSOL PRO3 SPR...	101-1014-44607	224.18
BRADY INDUSTRIES, LLC	6932731	07/30/2021	FUEL CHARGE	101-1014-44607	4.00
CITY UTILITIES	7/15/21	07/30/2021	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	710.77
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	279.24
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	172.92
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	274.04
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	251.60
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	110.12
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	1,004.81
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	137.87
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	146.06
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	93.88
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	122.80
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	86.46
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	118.80
Fund 101 - General Total:					173,121.83
Fund: 201 - Corrections					
NM JUDICIAL EDUCATION CENT...	063021	07/09/2021	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	51.00
ADMINISTRATIVE OFFICE OF	063021	07/09/2021	PAY DWI & COURT AUTO FEES ...	201-1903-44805	408.00
SIERRA COUNTY TREASURER	07012021	07/16/2021	PRISONER CARE OPEN PO FY JU...	201-1903-48710	1,805.00
Fund 201 - Corrections Total:					2,264.00
Fund: 209 - Fire					
CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	191.02
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	26.97
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/FIRE STATION	209-1603-43780	47.02
XEROX CORP.	013766981	07/16/2021	BASE CHARGE/METER USAGE O...	209-1603-43465	275.66
TESTON'S FREEWAY CHEVRON	3574	07/16/2021	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	181.40
WINDSTREAM CORPORATION	07/21/21	07/23/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	119.64
MEGAHERTZ COMPUTER CONS...	45362	07/23/2021	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	365.40
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	26.97
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/FIRE STATION	209-1603-43780	52.18
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.86
Fund 209 - Fire Total:					1,529.37
Fund: 211 - Law Enforce Prot					
FLOCK SAFETY	CINV-003436	07/16/2021	RECOVERY FEE	211-2003-44840	1,750.00
BBS NARCOTICS ENFORCEMENT...	TCPD-2021-001	07/16/2021	REGISTRATION FEE-OFFICER AN...	211-2003-42535	155.00
Fund 211 - Law Enforce Prot Total:					1,905.00
Fund: 214 - Lodgers Tax					
LINDMARK OUTDOOR MEDIA	INV13903/INV13911	07/09/2021	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	841.10
NEW MEXICO COPPER CORP.	562079	07/16/2021	REISSUANCE OF VOID CHECK #1...	214-1020-34351	500.00
POIESIS HOUSE LLC	150806	07/30/2021	LODGER'S/CONVENTION TAX R...	214-2503-37323	5.00
Fund 214 - Lodgers Tax Total:					1,346.10
Fund: 216 - Muni Street					
TESTON'S FREEWAY CHEVRON	3593	07/16/2021	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	782.91
B & H OIL CO.	51973, 51975, 51980, 51985	07/16/2021	RED DIESEL FUEL PURCHASE- O...	216-4503-43316	3,427.90
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	216-4503-47420	281.16
NORTHERN TOOL & EQUIPMEN...	48246182	07/23/2021	115 VOLT INDUSTRIAL PUMP	216-4503-47420	235.98
RAINY DAY REPAIRS	1220	07/30/2021	OUTSOURCED LABOR FOR CAT ...	216-4503-47420	1,130.56
Fund 216 - Muni Street Total:					5,858.51
Fund: 294 - State Library					
XEROX CORP.	013766975	07/09/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	7.35
TDS	07012021	07/16/2021	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	013917284	07/30/2021	METER USAGE - OPEN PO FY 20...	294-5003-43465	18.67

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	168.64
Fund 294 - State Library Total:					294.61
Fund: 295 - Muni Pool					
CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	2,547.64
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	807.36
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALT CARE PPE 2021-...	295-4803-41226	40.10
XEROX CORP.	013766965	07/16/2021	BASE CHARGE /METER USAGE	295-4803-43465	34.09
POOL PRO, LLC	202398	07/16/2021	SHIPPING	295-4803-44607	160.00
POOL PRO, LLC	202398	07/16/2021	CYANURIC ACID (STABILIZER	295-4803-44607	390.00
POOL PRO, LLC	202398	07/16/2021	ACID MAGIC (15 GAL)	295-4803-44607	484.00
POOL PRO, LLC	202398	07/16/2021	CALCIUM HYPOCHLORITE	295-4803-44607	1,098.80
POOL PRO, LLC	202398	07/16/2021	PHENOL RED TABLETS 250 CT.	295-4803-44607	31.00
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
KATRINA CARROLL	032193	07/23/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	295-4803-41226	40.10
ABIGAIL ESTES	8675	07/23/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
MISTY GRIJALVA	984608	07/23/2021	POOL RENTAL DEPOIT 07/10/2...	295-4803-34355	50.00
GRAINGER, INC.	9957312623	07/23/2021	TOUGH GUY WET MOP HANDLE	295-4803-44607	14.67
GRAINGER, INC.	9957312623	07/23/2021	TOUGH GUY ANGLE BROOM	295-4803-44607	50.80
GRAINGER, INC.	9957312623	07/23/2021	DAIL SHAMPOO BODY WASH	295-4803-44607	59.58
GRAINGER, INC.	9957312623	07/23/2021	EZ CLIP POOL BRUSH	295-4803-44607	36.54
GRAINGER, INC.	9957312623	07/23/2021	HONEYWELL NORTH CARTRIDGE...	295-4803-44607	26.40
GRAINGER, INC.	9957312623	07/23/2021	TOUGH GUY WET MOP HEAD	295-4803-44607	24.18
GRAINGER, INC.	9957312623	07/23/2021	RUBBERMAID MOP BUCKET	295-4803-44607	96.79
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	606.00
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/SWIMMING POOL	295-4803-43780	195.05
JULIE BRYAN	134232	07/30/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
JASON POLANCO	208209	07/30/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
BRENDA ROBINSON	902488	07/30/2021	POOL RENTAL DEPOSIT REFUND...	295-4803-34355	50.00
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.82
Fund 295 - Muni Pool Total:					7,671.92
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	07/21/21	07/23/2021	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	143.65
Fund 303 - Vet Wall Total:					143.65
Fund: 360 - NMFA PROJECTS					
COOPERATIVE EDUCATIONAL S...	24-117209	07/30/2021	ENGINEERING SERVICES RIVER...	360-7011-48598	6,074.99
COOPERATIVE EDUCATIONAL S...	24-118075	07/30/2021	ENGINEERING SERVICES SEWER...	360-7012-48598	3,952.69
Fund 360 - NMFA PROJECTS Total:					10,027.68
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	070121	07/09/2021	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	070121	07/09/2021	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	070121	07/09/2021	NMFA LOAN PYMT PPRF-4967	403-1203-12967	10,545.59
Fund 403 - Pledge State Total:					18,834.93
Fund: 501 - Cemetary					
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	947.13
Fund 501 - Cemetary Total:					947.13
Fund: 502 - Util Office - Pool					
CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	465.45
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALT CARE PPE 2021-...	502-3601-41226	276.00
XEROX CORP.	013766961,013766963,013766...	07/16/2021	OPEN PO XEROX CORP FISCAL 2...	502-3601-43465	550.52
TESTON'S FREEWAY CHEVRON	3592	07/16/2021	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	289.46
PITNEY BOWES INC.	1018506354	07/23/2021	RED INK CARTRIDGE FOR DM30...	502-3601-44606	740.93
PITNEY BOWES INC.	3313704463	07/23/2021	RELYA 5000 INSERTING SYSTEM...	502-3601-43465	3,514.41
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	502-3601-41226	276.00
POSTMASTER	07222021	07/30/2021	POSTAGE FOR CITY MAIL FY 21/...	502-3601-43735	10,000.00
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	192.43
Fund 502 - Util Office - Pool Total:					16,305.20

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 503 - Electric					
XEROX CORP.	013766978	07/09/2021	BASE CHARGE & METER USAGE...	503-3702-43465	92.50
TRIPLE H SOLAR, LLC	0263	07/09/2021	ENGINEERING SERVICES- OPEN ...	503-3702-48598	3,430.00
CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,938.24
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.68
SIERRA ELECTRIC CO-OP, INC.	07022021, 07082021	07/09/2021	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	564.19
SIERRA ELECTRIC CO-OP, INC.	07022021, 07082021	07/09/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	260,328.47
SSA SOLAR OF NM 4, LLC	402006	07/09/2021	POWER SERVICES- OPEN PO FY ...	503-3702-50795	30,969.68
SILVERSKY, INC.	433876-SI	07/09/2021	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	202.69
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	503-3702-41226	427.80
AMAZON CAPITAL SERVICES, IN...	17TL-TW7Y-V9CJ	07/16/2021	ALLOY TOE BOOTS- PRISCILLA F...	503-3702-44615	159.95
TRI-STATE GENERATION & TRA...	303101	07/16/2021	POWER SERVICES- OPEN PO FY...	503-3702-50795	39,466.71
TESTON'S FREEWAY CHEVRON	3602	07/16/2021	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,573.35
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
LANDIS+GYR TECHNOLOGY, INC	90340765	07/16/2021	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
VERIZON WIRELESS	9883287100	07/16/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.04
WESTERN AREA POWER ADMIN	JJP81798A0621	07/16/2021	BASE DEMAND & BASE ENERGY...	503-3702-50795	47,239.08
XEROX CORP.	013889891	07/23/2021	BASE CHARGE/METER USAGE- ...	503-3702-43465	41.77
TWIN PALMS EMBROIDERY, LLC	2142	07/23/2021	EMBROIDER CHRIS REES ON SH...	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	2142	07/23/2021	EMBROIDER WILLIE MONTOYA	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	2142	07/23/2021	EMBROIDER KEN MORAN NAME...	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	2142	07/23/2021	EMBROIDER BO EASLEY ON SHI...	503-3702-42620	30.00
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	503-3702-41226	427.82
WESTERN UNITED ELECTRIC	6038859	07/23/2021	BRACKET TERMINATOR R3CA-LB...	503-3702-47415	447.44
WESTERN UNITED ELECTRIC	6038860	07/23/2021	612040 FUSE SMU-20 40E 15KV	503-3702-44607	1,233.45
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	6,540.88
INTEGRATED TECHNOLOGIES G...	7213	07/23/2021	IT SERVICES JULY 1, 2021 - SEPT...	503-3702-48598	984.85
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	606.00
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/ELECTRIC	503-3702-43780	24.68
FARWEST LINE SPECIALTIES	336337	07/30/2021	BOOTS- CHRIS REES	503-3702-44615	209.70
CITY UTILITIES	7/15/21	07/30/2021	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	84.00
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	193.58
IRBY SUPPLY CO.	SO12345278.009	07/30/2021	PULLING GRIPS	503-3702-44607	328.35
IRBY SUPPLY CO.	SO12376308.001	07/30/2021	SHIRTS- CHRIS REES	503-3702-42620	364.32
IRBY SUPPLY CO.	SO12376308.001	07/30/2021	SHIRTS- WILLIE MONTOYA	503-3702-42620	364.32
IRBY SUPPLY CO.	SO12376308.001	07/30/2021	SHIRTS- KEN MORAN	503-3702-42620	364.32
IRBY SUPPLY CO.	SO12376308.001	07/30/2021	SHIRTS- BO EASLEY	503-3702-42620	364.32
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	GLOVE/SLEEVE BAG	503-3702-44615	291.00
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	LEATHER GLOVE PROTECTOR 10...	503-3702-44615	314.00
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	BUSHING GUARD	503-3702-44615	636.00
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	STINGER COVER 3/8X100 FT.	503-3702-44615	836.00
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	LEATHER GLOVE PROTECTOR 11...	503-3702-44615	314.00
IRBY SUPPLY CO.	SO12492501.001, SO12492501....	07/30/2021	3X18X10 CARD HOLDER SNAP S...	503-3702-44615	246.00
Fund 503 - Electric Total:					406,354.18

Fund: 504 - Water

CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	14,053.82
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/WATER	504-3803-43780	34.54
TAXATION AND REVENUE	07312021	07/09/2021	WATER CONSERVATION FEE FY ...	504-3803-43797	1,546.30
SILVERSKY, INC.	433876-SI	07/09/2021	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	202.69
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	504-3803-41226	175.20
XEROX CORP.	013766969	07/16/2021	BASE COURSE CHARGE METERE...	504-3803-43465	178.89
TESTON'S FREEWAY CHEVRON	3590	07/16/2021	UNLEADED FUEL	504-3803-43316	1,450.70
B & H OIL CO.	51968,591965,51988,52077	07/16/2021	DIESEL FOR TRANSFER TANK A...	504-3803-43316	447.61
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
MAULDIN DRILLING, LLC	7597	07/16/2021	6" DUCTILE IRON BREAK AWAY ...	504-3803-47430	800.00
MAULDIN DRILLING, LLC	7597	07/16/2021	8"X6" STEEL REDUCER ADDAPT...	504-3803-47430	880.00
MAULDIN DRILLING, LLC	7597	07/16/2021	PULL TURBINE PUMP	504-3803-47430	2,860.00
MAULDIN DRILLING, LLC	7597	07/16/2021	126'-6" BTC-PIPE	504-3803-47430	5,000.00
MAULDIN DRILLING, LLC	7597	07/16/2021	340' 2/3 W GROUND SUB WIRE	504-3803-47430	6,000.00
MAULDIN DRILLING, LLC	7597	07/16/2021	625S600-3 GRUNDFOS PUMP ...	504-3803-47430	14,500.00

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAULDIN DRILLING, LLC	7597	07/16/2021	INSTALLATION OF EQUIPMENT	504-3803-47430	4,778.40
DPC INDUSTRIES, INC.	DE74000408-21	07/16/2021	DEMURRAGE	504-3803-43465	60.00
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	504-3803-41226	168.48
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	690.84
INTEGRATED TECHNOLOGIES G...	7213	07/23/2021	IT SERVICES JULY 1, 2021 - SEPT...	504-3803-48598	984.85
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	606.00
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/WATER	504-3803-43780	37.88
HALL ENVIRONMENTAL ANALYS...	2107808	07/30/2021	EPA METHOD 300.0 ANION	504-3803-44605	26.97
COOPERATIVE EDUCATIONAL S...	24-118074	07/30/2021	ENGINEERING SERVICES WATER...	504-3803-48598	1,448.25
BAKER UTILITY SUPPLY CORP.	290687,290688	07/30/2021	OPEN PO FY 21/22 FOR UNSTO...	504-3803-44607	1,555.21
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	70.11
STEVE BELL CONSTRUCTION	C18037	07/30/2021	ANNUAL USE OF CRUSHER FINES	504-3803-47415	456.00
STEVE BELL CONSTRUCTION	C18037	07/30/2021	ANNUAL USE OF BASECOURSE	504-3803-47415	144.00
PURE OPERATIONS, LLC	NI214550	07/30/2021	ANNUAL WATER METER TESTI...	504-3803-47420	81.23

Fund 504 - Water Total: 59,837.97

Fund: 505 - Solid Waste

CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	688.43
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/RECYCLE CENTER	505-3904-43780	24.93
JACKSON COMPACTION	23046	07/09/2021	HUB COUPLING	505-3904-44607	212.00
SILVERSKY, INC.	433876-SI	07/09/2021	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	202.69
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	505-3904-41226	487.20
CITY OF LAS CRUCES	79981	07/09/2021	SCSWA FY 2020-2021 OPEN PO	505-3904-45601	42,598.92
XEROX CORP.	013766964	07/16/2021	METER USAGE & BASE CHARGE...	505-3904-43465	124.20
WEX BANK	06/01/21-06/30/21	07/16/2021	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	4,024.99
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
XEROX CORP.	013889887	07/23/2021	METER USAGE & BASE CHARGE...	505-3904-43465	38.64
PARKHILL SMITH & COOPER	01857921.00-4	07/23/2021	T OR C LANDFILL MONITORING...	505-3904-48599	915.88
PARKHILL SMITH & COOPER	01859321.00-1	07/23/2021	T OR C BLM LANDFILL MONITOR...	505-3904-48599	5,034.39
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	505-3904-43316	36.32
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	505-3904-47420	725.04
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	505-3904-41226	487.20
INTEGRATED TECHNOLOGIES G...	7213	07/23/2021	IT SERVICES JULY 1, 2021 - SEPT...	505-3904-48598	984.85
NM MUNICIPAL LEAGUE	JULY 1, 2021	07/23/2021	ANNUAL DUES JULY 01,2021 - ...	505-3904-43770	100.00
LUCHINI ENTERPRISES INC.	0091673	07/30/2021	UNLOAD UNIT 62018 AT BORD...	505-3904-47420	293.56
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	606.00
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/RECYCLE CENTER	505-3904-43780	24.93
JACKSON COMPACTION	23176	07/30/2021	800T-J91 (SWITCH KNOB)	505-3904-44607	130.00
CITY UTILITIES	7/15/21	07/30/2021	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	27,277.56
CITY OF LAS CRUCES	80550	07/30/2021	SCSWA OPEN PO FY2021-2022	505-3904-45601	37,461.64
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	137.87
BORDER INTERNATIONAL TRUC...	R400017922.01	07/30/2021	PARTS-REPAIRS-HZ WASTE- G-7...	505-3904-47420	4,247.17

Fund 505 - Solid Waste Total: 127,464.41

Fund: 506 - WWTP

CITY UTILITIES	06/23/2021	07/09/2021	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	735.46
NEW MEXICO GAS COMPANY, I...	07/07/2021	07/09/2021	GAS BILLS/VACUUM STATION	506-4005-43780	26.78
VILLAGE OF WILLIAMSBURG	07312021	07/09/2021	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	4,476.49
SILVERSKY, INC.	433876-SI	07/09/2021	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	202.69
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTHCARE PPE 2021-...	506-4005-41226	274.58
HALL ENVIRONMENTAL ANALYS...	2105C21,2106541	07/16/2021	WEEKLY TESTING	506-4005-48598	1,995.70
HALL ENVIRONMENTAL ANALYS...	2106G41, 2106C54,2106D32	07/16/2021	WEEKLY TESTING	506-4005-48598	799.36
TESTON'S FREEWAY CHEVRON	3591	07/16/2021	UNLEADED FUEL	506-4005-43316	1,205.01
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	506-4005-41226	274.04
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	313.14
INTEGRATED TECHNOLOGIES G...	7213	07/23/2021	IT SERVICES JULY 1, 2021 - SEPT...	506-4005-48598	984.85
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	606.00
NEW MEXICO GAS COMPANY, I...	07/29/2021	07/30/2021	GAS BILLS/VACUUM STATION	506-4005-43780	26.78
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	BROTHER HL-L3210CW SINGLE ...	506-4005-44606	179.99
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	FELLOWES POWERSHRED 60 MC...	506-4005-44606	72.37
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	FALCON DUST OFF AIR DUSTER	506-4005-44606	37.30

Expense Approval Report

Payable Dates: 7/1/2021 - 7/30/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	CLOROX WIPES DISINFECTING ...	506-4005-44606	34.85
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	STAPLES STANDARED 1 1/2' 3 R...	506-4005-44606	9.00
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	POST IT FLAGS AND ARROW FL...	506-4005-44606	8.46
STAPLES CONTRACT & COMME...	3482069061, 3482069062	07/30/2021	POST IT DESIGNER POP UP NOT...	506-4005-44606	11.64
CITY UTILITIES	7/15/21	07/30/2021	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	2,610.60
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	356.71
Fund 506 - WWTP Total:					15,841.80
Fund: 508 - Golf Course					
SUN VALLEY, INC.	159204/6	07/09/2021	BP CHR2HAND SHWR FAUCET	508-4303-44607	71.99
SUN VALLEY, INC.	159204/6	07/09/2021	DISCOUNT	508-4303-44607	-3.60
NM RETIREE HEALTH CARE	504096	07/09/2021	RETIREE HEALTCARE PPE 2021-...	508-4303-41226	54.00
SUN COUNTRY AMATEUR GOLF...	1196	07/16/2021	GHIN REGULAR SERVICE	508-4303-43770	125.00
TDS	7/14/21	07/16/2021	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
AUSTIN TURF & TRACTOR, INC.	118163	07/23/2021	SEAL KIT	508-4303-44607	112.86
AUSTIN TURF & TRACTOR, INC.	118163	07/23/2021	HOUSING FOR TEE BOX MOWER	508-4303-44607	113.24
B & H OIL CO.	52199	07/23/2021	DIESEL FUEL	508-4303-43316	680.85
B & H OIL CO.	52199	07/23/2021	UNLEADED GAS	508-4303-43316	591.44
NM RETIREE HEALTH CARE	524002	07/23/2021	RETIREE HEALTHCARE PPE 2021...	508-4303-41226	54.00
CITY UTILITIES	72121	07/23/2021	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,321.44
YAMAHA MOTOR FINANCE COR...	746619	07/23/2021	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
XEROX CORP.	013917285	07/30/2021	BASE CHARGES METER USAGE F...	508-4303-43465	142.95
TDS	07/18/2021	07/30/2021	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	606.00
AUSTIN TURF & TRACTOR, INC.	118436	07/30/2021	SEAL KIT #JDP-TCA15628	508-4303-44607	284.44
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.74
Fund 508 - Golf Course Total:					5,738.86
Fund: 509 - Muni Airport					
SIERRA ELECTRIC CO-OP, INC.	.2154	07/16/2021	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	1,348.88
WINDSTREAM CORPORATION	07/21/21	07/23/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	324.17
INTERNAL SERVICE FUND	243884	07/23/2021	MAINTENANCE GAS AND OIL	509-4403-47420	20.00
XEROX CORP.	013889892	07/30/2021	XEROX PRINTER OPEN PO FY 21...	509-4403-43465	34.29
VERIZON WIRELESS	9884141935	07/30/2021	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	107.33
Fund 509 - Muni Airport Total:					1,834.67
Fund: 600 - Internal Serv					
QUILL CORPORATION	17924594	07/16/2021	DAWN DISHWASHING LIQUID...	600-7003-44607	56.97
QUILL CORPORATION	17924594	07/16/2021	GOJO NATURAL ORANGE PUMI...	600-7003-44607	47.18
TESTON'S FREEWAY CHEVRON	3594	07/16/2021	FUEL PURCHASES /OPEN PO FY ...	600-7003-43316	153.54
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	OFFICEMATE STANDARD STAPL...	600-7003-44606	1.99
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	AMAZON BASICS MEDIUM DUT...	600-7003-44606	34.99
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	KICKOO PENCIL ASSORTMENT	600-7003-44606	29.99
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	ENERGIZER MAX AA & AAA BAT...	600-7003-44606	25.43
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	150 PIECE BINDER CLIPS ASSOR...	600-7003-44606	14.55
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	CUTTE 50 PACK PLASTIC KEY TA...	600-7003-44606	13.18
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	SMALL TRASH BAGS FOR OFFICE	600-7003-44606	11.89
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	LARGE PLASTIC PAPER CLIPS	600-7003-44606	6.75
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	BIC ROUND STIC EXTRA LIFE BA...	600-7003-44606	5.49
AMAZON CAPITAL SERVICES, IN...	1QPR-LPLF-Y1CJ/17TL-TW7Y-W...	07/23/2021	HP PRINTER PAPER 5 REAM CASE	600-7003-44606	45.81
XEROX CORP.	013889893	07/30/2021	XEROX RENTAL / OPEN PO 21/22	600-7003-43465	122.07
AMAZON CAPITAL SERVICES, IN...	1FWV-GNG3-1W3X	07/30/2021	WAGNER SPRAYTECH PAINT SP...	600-7003-44607	159.00
Fund 600 - Internal Serv Total:					728.83
Grand Total:					858,050.65

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	173,121.83
201 - Corrections	2,264.00
209 - Fire	1,529.37
211 - Law Enforce Prot	1,905.00
214 - Lodgers Tax	1,346.10
216 - Muni Street	5,858.51
294 - State Library	294.61
295 - Muni Pool	7,671.92
303 - Vet Wall	143.65
360 - NMFA PROJECTS	10,027.68
403 - Pledge State	18,834.93
501 - Cemetary	947.13
502 - Util Office - Pool	16,305.20
503 - Electric	406,354.18
504 - Water	59,837.97
505 - Solid Waste	127,464.41
506 - WWTP	15,841.80
508 - Golf Course	5,738.86
509 - Muni Airport	1,834.67
600 - Internal Serv	728.83
Grand Total:	858,050.65

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	10,511.05
101-1000-43770	SUBSCRIPTION & DUES	6,925.00
101-1000-44625	OTHER SUPPLIES-GOVERN...	776.65
101-1001-41226	RETIREE INSURANCE	299.40
101-1001-43465	RENT OF EQUIPMENT	375.04
101-1001-43740	PRINTING/PUBLISHING	827.25
101-1001-43770	SUBSCRIPTION & DUES	120.00
101-1001-43775	TELEPHONE	279.24
101-1002-41226	RETIREE INSURANCE	87.74
101-1002-43775	TELEPHONE	172.92
101-1003-41226	RETIREE INSURANCE	517.72
101-1003-43316	GAS & OIL	243.38
101-1003-43465	RENT OF EQUIPMENT	286.76
101-1003-43770	SUBSCRIPTION & DUES	750.00
101-1003-43775	TELEPHONE	432.31
101-1004-41226	RETIREE INSURANCE	395.62
101-1004-43465	RENT OF EQUIPMENT	535.99
101-1004-43740	PRINTING/PUBLISHING	15.26
101-1004-43770	SUBSCRIPTION & DUES	220.00
101-1004-43775	TELEPHONE	251.60
101-1004-44606	OFFICE SUPPLIES	21.68
101-1004-48599	OTHER CONTRACTUAL SE...	639.60
101-1005-48599	OTHER CONTRACTUAL SE...	21,500.00
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	110.12
101-1007-41226	RETIREE INSURANCE	1,615.27
101-1007-43316	GAS & OIL	2,982.98
101-1007-43465	RENT OF EQUIPMENT	255.10
101-1007-43775	TELEPHONE	1,401.61
101-1007-43815	SOFTWARE	110.00
101-1007-44607	FIELD SUPPLIES	104.36
101-1007-46732	GENERAL LIABILITY INSUR...	2,096.82
101-1007-47420	MAINTENANCE VEHICLE/...	259.26

Account Summary

Account Number	Account Name	Payment Amount
101-1007-48599	OTHER CONTRACTUAL SE...	43,398.00
101-1008-41226	RETIREE INSURANCE	232.56
101-1008-43316	GAS & OIL	637.32
101-1008-43775	TELEPHONE	220.47
101-1008-44607	FIELD SUPP-CODE ENF/AN...	170.00
101-1009-41226	RETIREE INSURANCE	428.07
101-1009-43316	GAS & OIL	957.31
101-1009-43465	RENT OF EQUIPMENT	1,018.31
101-1009-43775	TELEPHONE	146.06
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	55.00
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	93.88
101-1010-48598	PROFESSIONAL SERVICES	10,008.48
101-1011-41226	RETIREE INSURANCE	590.41
101-1011-43775	TELEPHONE	122.80
101-1011-44606	OFFICE SUPPLIES	195.18
101-1012-41226	RETIREE INSURANCE	163.20
101-1012-42720	EMPLOYEE TRAINING-FLE...	183.71
101-1012-43775	TELEPHONE	86.46
101-1014-41226	RETIREE INSURANCE	433.20
101-1014-43316	GAS & OIL	356.65
101-1014-43403	REGULAR BUILDING MAI...	935.15
101-1014-43465	RENT OF EQUIPMENT	31.48
101-1014-43775	TELEPHONE	118.80
101-1014-44607	FIELD SUPPLIES-FACILITY ...	4,005.95
101-1014-44613	NON-CAPITAL ITEMS	649.87
101-1014-47410	MAINTENANCE CONTRAC...	53.94
101-1014-47420	MAINTENANCE-VEHICLE/...	57.25
101-1016-41226	RETIREE INSURANCE	361.46
101-1016-44613	NON-CAPITAL ITEMS	1,300.77
101-1017-48599	OTHER CONTRACTUAL SE...	22,820.37
101-1018-43780	UTILITIES	22,480.46
101-1018-43815	SOFTWARE LIC/SOFTWAR...	202.69
101-1018-46732	GENERAL LIABILITY INSUR...	2,096.81
101-1018-48598	PROFESSIONAL SERVICES	984.84
101-1040-43465	RENT OF EQUIPMENT	236.99
101-1099-34348	RENT OF PUBLIC FACILITIES	925.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	459.00
201-1903-48710	CARE OF PRISONERS-COR...	1,805.00
209-1603-43316	GAS & OIL	181.40
209-1603-43465	RENT OF EQUIPMENT	275.66
209-1603-43775	TELEPHONE	362.75
209-1603-43780	UTILITIES	709.56
211-2003-42535	EMPLOYEE TRAINING	155.00
211-2003-44840	EQUIPMENT & MACHINE...	1,750.00
214-1020-34351	RECREATIONAL FEES -FIES...	500.00
214-2503-37323	1% CONVENTION CENTER...	5.00
214-2503-47597	9% ADVERTISING/MARKET..	841.10
216-4503-43316	GAS & OIL	4,210.81
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,647.70
294-5003-43465	RENT OF EQUIPMENT	26.02
294-5003-43775	TELEPHONE	168.64
294-5003-60834	STATE LIBRARY GRANT-ST...	99.95
295-4803-34355	POOL DEPOSIT/RENTAL	300.00
295-4803-41226	RETIREE INSURANCE	80.20
295-4803-43465	RENT OF EQUIPMENT	34.09
295-4803-43775	TELEPHONE	28.82

Account Summary

Account Number	Account Name	Payment Amount
295-4803-43780	UTILITIES-MUNI POOL	4,756.05
295-4803-44607	FIELD SUPPLIES-MUNI PO...	2,472.76
303-4703-43775	TELEPHONE	143.65
360-7011-48598	PROFESSIONAL SERVICES	6,074.99
360-7012-48598	PROFESSIONAL SERVICES	3,952.69
403-1203-12918	CWPA TORC 18 OPERATI...	690.58
403-1203-12919	CWPA TORC 19 OPERATI...	7,598.76
403-1203-12967	PPRF-4967 OPERATING	10,545.59
501-1803-43780	UTILITIES	947.13
502-3601-41226	RETIREE INSURANCE	552.00
502-3601-43316	GAS & OIL	289.46
502-3601-43465	RENT OF EQUIPMENT	4,064.93
502-3601-43735	POSTAGE & MAIL SERVICE...	10,000.00
502-3601-43775	TELEPHONE	192.43
502-3601-43780	UTILITIES	465.45
502-3601-44606	OFFICE SUPPLIES	740.93
503-3702-41226	RETIREE INSURANCE	855.62
503-3702-42620	UNIFORM/LINEN-ELECTRI...	1,577.28
503-3702-43316	GAS & OIL	1,573.35
503-3702-43465	RENT OF EQUIPMENT	134.27
503-3702-43770	SUBSCRIPTION & DUES	950.00
503-3702-43775	TELEPHONE	243.62
503-3702-43780	UTILITIES	13,382.67
503-3702-43815	SOFTWARE LIC/SOFTWAR...	202.69
503-3702-44607	FIELD SUPPLIES	1,561.80
503-3702-44615	SAFETY EQUIPMENT	3,006.65
503-3702-47415	MAINTENANCE--REPAIRS ...	447.44
503-3702-48598	PROFESSIONAL SERVICES	4,414.85
503-3702-50795	WHOLESALE POWER COS...	378,003.94
504-3803-41226	RETIREE INSURANCE	343.68
504-3803-43316	GAS & OIL	1,898.31
504-3803-43465	RENT OF EQUIPMENT	238.89
504-3803-43775	TELEPHONE	70.11
504-3803-43780	UTILITIES	16,023.08
504-3803-43797	WATER CONSERVATION-...	1,546.30
504-3803-43815	SOFTWARE LIC/SOFTWAR...	202.69
504-3803-44605	CHEMICALS/LABORATORY...	26.97
504-3803-44607	FIELD SUPPLIES-WATER D...	1,555.21
504-3803-47415	MAINTENANCE--REPAIRS ...	600.00
504-3803-47420	MAINTENANCE-VEHICLE/...	81.23
504-3803-47430	EMERGENCY REPAIRS	34,818.40
504-3803-48598	PROFESSIONAL SERVICES	2,433.10
505-3904-41226	RETIREE INSURANCE	974.40
505-3904-43316	GAS & OIL	4,061.31
505-3904-43465	RENT OF EQUIPMENT	162.84
505-3904-43770	SUBSCRIPTION & DUES	100.00
505-3904-43775	TELEPHONE	137.87
505-3904-43780	UTILITIES	1,944.29
505-3904-43815	SOFTWARE LIC/SOFTWAR...	202.69
505-3904-44607	FIELD SUPPLIES-SOLID WA...	342.00
505-3904-45601	WASTE DISPOSAL	107,338.12
505-3904-47420	MAINTENANCE-VEHICLE/...	5,265.77
505-3904-48598	PROFESSIONAL SERVICES	984.85
505-3904-48599	OTHER CONTRACTUAL SE...	5,950.27
506-4005-41226	RETIREE INSURANCE	548.62
506-4005-43316	GAS & OIL	1,205.01
506-4005-43775	TELEPHONE	356.71
506-4005-43780	UTILITIES	4,918.76

Account Summary

Account Number	Account Name	Payment Amount
506-4005-43815	SOFTWARE LIC/SOFTWAR...	202.69
506-4005-44606	OFFICE SUPPLIES	353.61
506-4005-48598	PROFESSIONAL SERVICES	3,779.91
506-4005-48798	VILLAGE OF WILLIAMSBU...	4,476.49
508-4303-41226	RETIREE INSURANCE	108.00
508-4303-43316	GAS & OIL	1,272.29
508-4303-43465	RENT OF EQUIPMENT	1,046.46
508-4303-43770	SUBSCRIPTION & DUES	125.00
508-4303-43775	TELEPHONE	1,286.74
508-4303-43780	UTILITIES	1,321.44
508-4303-44607	FIELD SUPPLIES	578.93
509-4403-43465	RENT OF EQUIPMENT	34.29
509-4403-43775	TELEPHONE	431.50
509-4403-43780	UTILITIES	1,348.88
509-4403-47420	MAINTENANCE VEH/EQUI...	20.00
600-7003-43316	GAS & OIL	153.54
600-7003-43465	RENT OF EQUIPMENT	122.07
600-7003-44606	OFFICE SUPPLIES	190.07
600-7003-44607	FIELD SUPPLIES	263.15
Grand Total:		858,050.65

Project Account Summary

Project Account Key	Payment Amount
None	858,050.65
Grand Total:	858,050.65



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: F.1

SUBJECT: Resolution No. 14 21/22 Budget Adjustment Request

DEPARTMENT: Finance Department

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

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

Recommendation:

Approval Resolution No. 14 20/21 Budget Adjustment Requests for Fiscal Year 2021-2022

Attachments:

Resolution -14 20/21

- Schedule of Budget Adjustments, Supporting Documentation

Fiscal Impact (Finance): Yes

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

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 8-11-2021



RESOLUTION NO. 14 21/22

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

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

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

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

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

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

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

PASSED, ADOPTED and APPROVED this 11th day of August, 2021.

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk-Treasurer

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

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2021-2022
DFA Resolution Number: 14 20/21
BAR NUMBER: 2

For Local Government Division use only:

DOCUMENT NUMBER	FUND	ACCOUNT STRING	ACCOUNT NAME	REVENUE, EXPENDITURE, or TRANSFER (TO or FROM)	APPROVED BUDGET	ADJUSTMENT / INCREASE	ADJUSTMENT / DECREASE	ADJUSTED BUDGET	PURPOSE
1	General Fund	101-1099-32381	Grants	Revenue	\$ 3,534	\$ 1,507	\$ -	\$ 5,041	Correct the amount of award received for 2021-22. Should have been \$5,040.38, not 3,534.
1	General Fund	101-1009-44610	Non-Capital Equipment	Expense	\$ 7,034	\$ 1,107	\$ -	\$ 8,141	To budget correct amount in the Clean and Beautiful Grant
1	General Fund	101-1009-44607	Field Supplies	Expense	\$ 30,500	\$ 400	\$ -	\$ 30,900	To budget correct amount in the Clean and Beautiful Grant
2	Police Dept Donations	298-2103-37394	Donations	Revenue	\$ -	\$ 644	\$ -	\$ 644	Donations received for school supplies via Police Department
2	Police Dept Donations	298-2103-45607	Misc. Expenses	Expense	\$ -	\$ 644	\$ -	\$ 644	Donations received for school supplies via Police Department
3	R&R Airport	312-7013-31375	Federal Grants	Revenue	\$ 39,466	\$ 347,631	\$ -	\$ 387,097	Budget Federal Aviation Administration and Other State Grants for Airport Runway Rehabilitation 13-31
3	R&R Airport	312-7013-32375	Other State Grants	Revenue	\$ 11,919	\$ 18,586	\$ -	\$ 30,505	Budget Federal Aviation Administration and Other State Grants for Airport Runway Rehabilitation 13-31
3	R&R Airport	312-7013-47415	Maintenance & Repair Grounds/Roadways	Expense	\$ -	\$ 366,217	\$ -	\$ 366,217	Budget Federal Aviation Administration and Other State Grants for Airport Runway Rehabilitation 13-31

ATTEST:

Angela Torres, Clerk-Treasur (Date)

Sandra Whitehead, Mayor (Date)

DOCUMENT #1

EXHIBIT A
PROJECT AWARD SCHEDULE
CITY OF TRUTH OR CONSEQUENCES

	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
1.1 Litter Prevention Signs	\$400.00				
1.2 Rotary Park Receptacles	\$3,313.38				
Reduce Waste					
2.5 Recycled Bench and Table		\$1,327.00			
Beautify Communities					
Empower Youth					
Increase Program Capacity					
Subtotals	\$3,713.38	\$1,327.00	\$0.00	\$0.00	\$0.00
Total Award	\$5,040.38				

<i>Lancing Adams</i>	6/30/21
Approved by: NMTD Tourism Development Division Director	Date

DOCUMENT #2

Kirkpatrick, Carol

From: LeClair, Chelsea
Sent: Monday, August 02, 2021 1:33 PM
To: Kirkpatrick, Carol; Martinez, Maribel
Subject: RE: Requisition 85940

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

DATE : 8/2/2021 12:41 PM
OPER : CL
TKBY : CL
TERM : 9
REC# : R00229655
PDDMC PD DONATIONS (MISC DONATIONS)
POLICE DONATION- SCHOOL SUPPLY- WALMART 643.86
~~298-2103-37394~~ -643.86

Cash 643.86

From: Kirkpatrick, Carol <ckirkpatrick@torcnm.org>
Sent: Monday, August 2, 2021 12:43 PM
To: Martinez, Maribel <MMartinez@torcnm.org>; LeClair, Chelsea <CLeClair@torcnm.org>
Subject: RE: Requisition 85940

Chelsea,

Can you please send me a copy of the receipt for the PD Donations for school supplies? I need to get a budget entered.

How much was the total?

Thank you,

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

From: Martinez, Maribel
Sent: Monday, August 02, 2021 12:06 PM
To: Kirkpatrick, Carol
Cc: Procurement; Rodriguez, Victor
Subject: Requisition 85940

Good afternoon,

DOCUMENT #3



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

Honorable Ms. Sandra Whitehead
City of Truth Or Consequences
505 Sims St.
Truth Or Consequences, NM, 87901-2726

Dear Ms. Whitehead:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-35-0042-021-2021 at Truth Or Consequences Municipal in Truth or Consequences, New Mexico. This letter outlines expectations for success. Please read the conditions and assurances carefully. [ADO may adjust number of copies as applicable]

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than August 6, 2021, in order for the grant to be valid.
 - The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
 - All signatures must be made with blue or black ink; Signature stamps will not be accepted.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return one executed original Grant Agreement to our office via e-mail.
 - Retain one copy of the executed Grant Agreement for your records.
 - Forward one copy of the executed Grant Agreement to your associated State Aviation Official

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

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

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Haley Hood, (501) 317-5609, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,
LACEY D
SPRIGGS

Lacey D. Spriggs
Manager

Digitally signed by LACEY
D SPRIGGS
Date: 2021.07.12
12:19:37 -05'00'



U.S. Department
of Transportation
Federal Aviation
Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	<u>July 12, 2021</u>
Airport/Planning Area	<u>Truth Or Consequences Municipal Airport</u>
FY2021 AIP Grant Number	<u>3-35-0042-021-2021</u>
Unique Entity Identifier	<u>079342838</u>
TO:	<u>City of Truth Or Consequences</u>
	(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 18, 2021, for a grant of Federal funds for a project at or associated with the Truth Or Consequences Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Truth Or Consequences Municipal Airport (herein called the "Project") consisting of the following:

Seal Runway Pavement Surface/Pavement Joints

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$347,631.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 347,631 airport development.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. **Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
 - b. **Budget Period:**
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. **Close Out and Termination**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: F.2

SUBJECT: Resolution No. 15 21/22 amending the City of T or C Golf Course fees.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Orrin Hechler, Community Services Director

WHO WILL PRESENT THE ITEM: Wes Owens and OJ Hechler

Summary/Background:

This resolution is to amend Resolution No. 08 18/19 City of T or C Golf Course fees.

Recommendation:

Approval of Resolution No. 15 21/22

Attachments:

- Resolution No 15 21/22
- Old Resolution 08 18/19

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. 15 21/22 Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 8-11-2021



RESOLUTION NO. 15 21/22

A RESOLUTION OF THE CITY OF TRUTH OR CONSEQUENCES CITY COMMISSION ESTABLISHING APPROPRIATE FEES FOR THE MUNICIPAL GOLF COUSE.

Whereas, the collection of fees are needed in order to recover some of the costs related to the provision of services by the City related to the management and maintenance of the Municipal Golf Course; and

Whereas, the City recognizes that the fees for the use of the Golf Course are kept sincerely low to make the Golf Course affordable to the residents; and

Whereas, the Golf Course Advisory Board recommends the adoption of the fees set forth in this resolution.

NOW THEREFORE, be it resolved by the City Commission of the City of Truth or Consequences that the following fees are to be collected for the use of the Municipal Golf Course:

T or C Golf Course Fees

Daily Green Fees

9 Holes Walking	\$10.45 + Appropriate Tax + GIF = \$12.00
18 Holes Walking	\$14.63 = Appropriate Tax + GIF = \$17.00
9 Holes with Cart	\$15.67 + Appropriate Tax + GIF = \$18.00
18 Holes with Cart	\$14.63 + Appropriate Tax + GIF = \$27.00

*Appropriate current tax is 8.50%

*GIF = Golf Improvement Fund (includes Gross Receipt Tax) is \$1.00 per 9/18 holes per day.

Twilight (1:00 P.M non-daylight savings time and 3:00 P.M. during daylight savings time).

9 or 18 holes -Walking \$8.29 + Appropriate Tax + GIF = \$10.00

9 or 18 holes -W/cart \$12.90 + Appropriate Tax + GIF = \$15.00

Juniors 13 yrs. & under, fees include 9 or 18 holes
Free.

Juniors 14-18 yrs., 9 or 18 Holes

Walk - \$8.29 + Appropriate Tax + GIF = \$10.00

Ride - \$12.90 + Appropriate Tax + GIF = \$15.00

High School Golf Team

Free.

Men's and Women's Golf Leagues of Sierra County

9 Holes Walking \$5.53 + Appropriate Tax + GIF = \$7.00

18 Holes Walking \$10.14 + Appropriate Tax + GIF = \$12.00

9 Holes Riding \$11.06 + Appropriate Tax + GIF = \$13.00

18 Holes Riding \$18.43 + Appropriate Tax + GIF = \$21.00

Range Balls

Small bucket range balls \$2.76 + Appropriate Tax = \$3.00

Large bucket range balls \$5.53 + Appropriate Tax = \$6.00

Golf Club Rental

9 Holes \$4.61 + Appropriate Tax = \$5.00

18 Holes \$9.22 + Appropriate Tax = \$10.00

Golf Cart/Seat Rentals

9 Holes (1 seat) \$5.35 + Appropriate Tax = \$6.00

18 Holes (1 seat) \$7.85 + Appropriate Tax = \$9.00

Golf Cart Lease

1 Month Single	\$53.50 + Appropriate Tax = \$58.00
1 Month Family (2)	\$104.39 + Appropriate Tax = \$113.00
3 Month Single	\$139.10 + Appropriate Tax = \$151.00
3 Month Family (2)	\$277.40 + Appropriate Tax = \$301.00
6 Month Single	\$246.10 + Appropriate Tax = \$267.00
6 Month Family (2)	\$480.23 + Appropriate Tax = \$521.00
Annual Single	\$428.00 + Appropriate Tax = \$464.00
Annual Family (2)	\$835.00 + Appropriate Tax = \$906.00

Cart Tail Fee (Private Carts)

3 Months	\$85.60 + Appropriate Tax = \$93.00
6 Months	\$149.80 + Appropriate Tax = \$163.00
Annual	\$256.80 + Appropriate Tax = \$279.00

Annual Cart Storage (Private Carts)

Electric	\$428.00 + Appropriate Tax = \$464.00
Gas	\$374.50 + Appropriate Tax = \$406.00

Membership Fees (Must pay \$1.00 GIF per 9/18 holes per day of play)

1 Month Single	\$107.00 + Appropriate Tax = \$116.00
Senior (62)	\$90.95 + Appropriate Tax = \$ 99.00
Family (2)	\$197.95 + Appropriate Tax = \$215.00
Senior Family (2)	\$171.20 + Appropriate Tax = \$186.00
3 Months Single	\$235.40 + Appropriate Tax = \$255.00
Senior (62)	\$203.30 + Appropriate Tax = \$221.00
Family (2)	\$353.10 + Appropriate Tax = \$383.00
Senior Family (2)	\$299.60 + Appropriate Tax = \$325.00
6 Months Single	\$321.00 + Appropriate Tax = \$348.00
Senior (62)	\$272.85 + Appropriate Tax = \$296.00
Family (2)	\$465.45 + Appropriate Tax = \$505.00
Senior Family (2)	\$395.90 + Appropriate Tax = \$430.00
Annual Single	\$545.70 + Appropriate Tax = \$592.00
Senior (62)	\$460.10 + Appropriate Tax = \$499.00
Family (2)	\$813.20 + Appropriate Tax = \$882.00
Senior Family (2)	\$695.50 + Appropriate Tax = \$755.00

Debit and credit card transactions will be charged all applicable processing fees.

The one (\$1) dollar sign-in fee (GIF) will be assessed to all players on a daily basis (except free fees). A player returning on the same day will not have to pay the one dollar fee more than once. The fee is to be used exclusively for capital improvements/expansion to the T or C Municipal Golf Course with recommendation from the Golf Advisory Board.

This resolution repeals and replaces all previous Resolutions for Golf Course Fees.

PASSED, APPROVED AND ADOPTED this 11th day of August, 2021.

CITY OF TRUTH OR CONSEQUENCES,
NEW MEXICO

Sandra Whitehead, Mayor

ATTEST:

Angela A. Torres, City Clerk



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: F.3

SUBJECT: Publication of Ordinance No. 719 relating to Administration, adopting a Personnel Policy setting forth Personnel Rules and Regulations, and establishing consistent basic Policies, Practices, and Professionalism Expectations concerning relations between the City of Truth or Consequences and its Employees.

DEPARTMENT: City Manager

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

The proposed Ordinance 719 is to adopt a Personnel Policy setting forth Personnel Rules and Regulations, and establishing consistent basic Policies, Practices, and Professionalism Expectations concerning relations between the City of Truth or Consequences and its Employees.

Recommendation:

Approve Ordinance 719 for publication.

Attachments:

- Proposed Ordinance 719

Fiscal Impact (Finance): No

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. 719

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 8-11-2021



**CITY OF TRUTH OR CONSEQUENCES
BOARD OF CITY COMMISSIONERS
ORDINANCE № 719**

An Ordinance Relating to Administration, Adopting a Personnel Policy; Setting forth Personnel Rules and Regulations Establishing Consistent, Basic Policies and Practices, and Professionalism Expectations Concerning Relations between the City and its Employees

PREAMBLE

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 3-17-1 provides that cities may adopt ordinances, not inconsistent with statutory or constitutional limitations placed on cities, to discharge those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the city and its inhabitants; and,

WHEREAS, NMSA 1978, Section 3-13-4 (1965) allows municipalities to establish a personnel merit system for the hiring, promotion, discharge and general regulation of municipal employees; and,

WHEREAS, the City of Truth or Consequences has a right and responsibility to the taxpayers to set reasonable professional, ethical, performance, and behavioral expectations for employees, supervisors and managers to ensure tax dollars are used in an appropriate and efficient manner; and,

WHEREAS, City of Truth or Consequences employees have an expectation and a right to be treated fairly, consistently and professionally while employed with the City of Truth or Consequences.

Table of Contents

Contents

PREAMBLE	i
Table of Contents.....	ii
SECTION I: DEFINITIONS	1
SECTION II: EMPLOYMENT STATUS	5
2.1 Position Specifications.....	5
SECTION III: GENERAL PROVISIONS	6
3.1 Purpose	6
3.2 Scope.....	6
3.3 Amendment of Rules & Regulations.....	6
3.4 Employee Knowledge & Information of Rules & Regulations.....	6
3.5 Equal Employment Opportunity Rules & Regulations	6
3.6 Administration by City Manager.	6
3.7 Duties of All Employees.....	6
3.8 Chain of Command & Conflict Resolution	7
3.9 Conflict with Collective Bargaining Agreements.....	7
3.10 Code of Ethics.....	7
SECTION IV: RECRUITMENT AND SELECTION	9
4.1 Purpose.	10
4.2 Recruitment of Applicants.....	10
4.3 Temporarily Filling Vacant Positions.....	10
4.4 Best Qualified & Best-Suited Applicant Determination	10
4.5 Selection	10
4.6 Pre-Selection Prohibited	10
4.7 Ineligibility for Hire and Rehire	10
4.8 Testing	11
4.9 Background Investigation.....	11
4.10 Commencement of Work.....	11
SECTION V: CHANGES IN EMPLOYMENT STATUS	12
5.1 Promotion	12
5.2 Evaluation Period.....	12
5.3 Demotion	12
5.4 Transfers	12
5.5 Resignation	12
5.6 Layoff Procedure	13
5.7 Layoff Return Privileges.....	13
5.8 Medical Disability Dismissal.....	13
5.9 Reinstatement	13

SECTION VI: CONDITIONS OF EMPLOYMENT	14
6.1 Probationary Period for New Hires	14
6.2 Temporary Employee Hired to a Regular Position.....	14
6.3 Former City Employees Hired to a Position.....	14
6.4 Permitted Political Activities	14
6.5 Prohibited Political Activities.....	15
6.6 Public/Political Office	15
6.7 Nepotism.....	15
6.8 Conflict Ban.....	16
6.9 Outside Employment	16
6.10 Workplace & Sexual Harassment.	16
6.11 Performance Evaluations/Goals.....	18
6.12 Fitness for Duty.....	20
6.13 Anti-Fraternization.....	22
SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE.....	22
7.1 Discipline.....	22
7.2 Definition of Just Cause.....	23
7.3 Disciplinary Action.....	23
7.4 Consultation with City Attorney.....	23
7.5 Progressive Discipline	23
7.6 Verbal Reprimand.....	23
7.7 Written Reprimand	24
7.8 Suspension	24
7.9 Demotion	25
7.10 Dismissal.....	25
7.11 Examples Not Inclusive	26
7.12 Pre-Determination (Loudermill) Hearing	26
7.13 Written Notice	26
7.14 Immediate Suspension with Pay	26
7.15 Pre-Determination Hearing Procedure	27
7.16 Pre-Determination Hearing Decision	27
7.17 Notice of Grievance	27
SECTION VIII: GRIEVANCE PROCEDURES	27
8.1 Conditions or Actions Not Grievable	27
8.2 Employees Not Eligible for Grievance Procedure.....	28
8.3 Grievance Procedure.....	28
8.4 Appointment of Personnel Hearing Officer.....	28
8.5 Hearing Officer Qualifications	28
8.6 Grievance Hearing Schedule	28
8.7 Grievance Hearing Procedures - Rules of Procedure	28
8.8 Conduct of Hearing.....	29
8.9 Order of Presentation.....	29
8.10 Communication of Hearing Officer's Decision.....	29
8.11 Appeal of Hearing Officer's Decision	30
SECTION IX: COMPENSATION & BENEFITS	30
9.1 Purpose	30

9.2 Hours of Work	30
9.3 Overtime Pay	30
9.4 Consistency with Fair Labor Standards Act	31
9.5 Emergency Call-Out Pay	31
9.6 Stand-By Pay	31
9.7 P.E.R.A. Benefits	31
9.8 Insurance Benefits	31
9.9 Fringe Benefits	31
9.10 Compensatory Time	31
9.11 Flex Time	32
 SECTION X: LEAVE AND HOLIDAYS	 32
10.1 Holidays	32
10.2 Personal Holiday Leave	33
10.3 Annual Leave with Pay	33
10.4 Accrual Limitation	34
10.5 Separation from Service or Change in Service Pay	34
10.6 Leave Donation Policy	34
10.7 Sick Leave with Pay	34
10.8 Sick Leave Authorization	35
10.9 Use of Sick Leave During Probationary Period	35
10.10 Certification of Illness for Sick Leave	35
10.11 Bereavement Leave	35
10.12 Family Medical Leave	35
10.13 Administrative Leave	36
10.14 Workers' Compensation Program	36
10.15 On-The-Job Injury Leave	37
10.16 Voting Leave	37
10.17 Court Service Leave with Pay	37
10.18 Leave Without Pay	37
10.19 Life Threatening Illnesses in the Workplace	38
10.20 Inclement Weather	38
10.21 Leave For Unforeseen Circumstances	38
10.22 Military Leave.	38
10.23 Light Duty Return-To-Work	40
10.24 Change in FLSA Status	41
 SECTION XI: SUBSTANCE ABUSE POLICY	 42
11.0 Purpose	42
11.1 Safety Sensitive Employees	42
11.2 Policy	42
11.3 Prohibited Substances	43
11.4 Prohibited Conduct	43
11.5 Testing Which Results In a Diluted Specimen	434
11.6 Treatment Requirements	45
11.7 Proper Application of the Policy	45
11.8 Testing Procedures	45
11.9 Pre-Employment Drug & Alcohol Screening	46
11.10 Employee Requested Testing	46

11.11 Reasonable Suspicion Testing.....	46
11.12 Post-Accident Testing.....	46
11.13 Random Testing.....	47
11.14 Return-To-Duty Testing	47
11.15 Follow-Up Testing.....	47
11.16 Employment Assessment.....	48
11.17 Departmental Rule for Positive Drug/Alcohol Test	48
11.18 Re-Entry Contracts	48
11.19 Detection.....	49
11.20 Voluntary Request for Assistance.	49
11.21 Definitions	49
11.22 Records	50
11.23 Confidentially	50
 SECTION XII: COMPUTER, EMAIL, INTERNET, SOCIAL MEDIA, & CELL USE.....	50
12.0 Access	50
12.1 Purpose & Scope.....	50
12.2 Acceptable Use	50
12.3 Inappropriate Use.....	51
12.4 Internet, E-Mail & Cellular Phone Etiquette	51
12.5 Security	51
12.6 Penalties	52
12.7 No Expectation of Privacy	52
12.8 User Compliance	52
12.9 Protection & Handling of Sensitive Information.....	52
12.10 Social Media.....	52
 SECTION XIII: PAY POLICY	52
13.1 Purpose	52
13.2 Applicability	53
13.3 Pay Compensation Process Overview.	53
13.4 Entry Level Wages	53
13.5 Position Specifications Requirements	53
13.6 Grandfather Clause	53
13.7 Contents of Personnel File.....	53
13.8 Access to Personnel Files	54
 SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION....	54
14.1 Purpose	54
14.2 Statement of Policy	54
14.3 Management Responsibility	54
14.4 Complaint Procedures.....	54
14.5 Remedies.....	55
 SECTION XV - MISCELLANEOUS	55
15.1 Designated Work Areas	55
15.2 Personal Business	55
15.3 Safety	55
15.4 City Property.....	55

15.5 City Vehicles	56
15.6 Personal Appearance	56
15.7 Confidential Information & Unauthorized Recording.....	56
15.8 Searches & Surveillance	57
15.9 Workplace Violence	57
15.10 Final Paycheck.....	58
15.11 Uniforms	58
15.12 Return of Uniforms, Equipment & City Property	58
15.13 Gifts, Gratuities or Kickbacks.....	58
15.14 Normal Work Hours.	59
15.15 Reduced Work Hours	59
15.16 Separation from Service with the City.....	59
SECTION XVI: AUTHORITY.....	59
16.1 Rules	59
16.2 Savings Clause.....	59
SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY.....	60
EMPLOYEE ACKNOWLEDGEMENT FORM	61

SECTION I: DEFINITIONS

- 1.1 **ADMINISTRATIVE LEAVE WITH PAY:** Leave with pay granted at the City Manager's discretion after considering the department director and Human Resource Manager's recommendation. Bereavement Leave is Administrative Leave with pay. See Section 10.13.
- 1.2 **ADMINISTRATIVE LEAVE WITHOUT PAY:** Leave without pay granted at the City Manager's discretion after considering the department director and Human Resource Manager's recommendation.
- 1.3 **ANNIVERSARY DATE:** Anniversary date means the date of appointment or reemployment and changes as of the date of promotion, demotion, reduction, or change to a different technical occupation group, group role, or manager category in the same pay band or pay opportunity.
- 1.4 **ANNUAL LEAVE:** Leave with pay granted to an employee, after accrual at a specific rate, with approval of the employee's supervisor.
- 1.5 **APPEAL:** Written request that a decision of a formal grievance be reconsidered at a further stage in the grievance procedure.
- 1.6 **APPLICANT:** A person who made formal application on an official City personnel application form for a position with the City.
- 1.7 **"AT WILL" EMPLOYEE:** See definition of "Unclassified Employee".
- 1.8 **BOARD:** Board means the Board of City Commissioners.
- 1.9 **CASUAL EMPLOYEE:** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also work less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- 1.10 **CLASSIFIED EMPLOYEE:** An employee that serves the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- 1.11 **CONTINUOUS LENGTH OF CITY SERVICE:** Continuous length of City service means the length of time for which there have been no breaks in employment as an employee spanning from the employee's Date of Hire, other than annual leave, sick leave, military leave authorized pursuant to Section 10.24 below, or authorized leave without pay for less than six (6) months.
- 1.12 **CONTRACT EMPLOYEE:** Contract employees are unclassified FLSA exempt and have a contract approved by the Board modifying the conditions of the City's personnel policy. Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures, employee benefits or holiday premium pay.

- 1.13 CITY BUSINESS: The performance of duties of a City employee at an employee's normal work site or at a location authorized by the City.
- 1.14 CITY MANAGER: An individual appointed by the Board to conduct the business of the City and to act as the chief executive officer for the Board, aiding and assisting the Board in the exercise of their duties and responsibilities. In the event there is no City Manager, the duties and responsibilities specified in these Rules shall be carried out by an appointed Acting or Interim City Manager.
- 1.15 DATE OF HIRE: Date of Hire is the date indicated as such on the employee's Personnel Action Form indicating New Hire as a regular employee, from which there is continuous length of City service. Alternatively, the Date of Hire may be from the date of Reinstatement if reinstatement occurs after a lapse of continuous length of City service.
- 1.16 DEMOTION: An employee may be demoted to a position for which the employee is qualified when the employee would otherwise be terminated. The demotion may be a result of funding shortages. An employee who does not possess the necessary ability to render satisfactory performance in the position presently held may be demoted. Employees may voluntarily request such a demotion. Demoted employees may receive a reduction in pay, per City Manager approval and department head recommendation. Only a regular employee demoted due to disciplinary action is entitled to grievance procedures under Section VIII, Grievance Procedures.
- 1.17 DEPARTMENT DIRECTOR: An employee hired to fill a position with the responsibility of supervising and administering a department of City government as determined and designated by the Board.
- 1.18 DISMISSAL: Dismissal means the involuntary separation or dismissal from employment for disciplinary reasons.
- 1.19 DOMESTIC PARTNER: An individual who has an exclusive and committed relationship with a City employee and the relationship is the same as, or similar to, a marriage relationship in this state. For purposes of these Rules: 1) domestic partners must have shared a common, primary residence, 2) must jointly be responsible for each other's common welfare and share financial obligations, 3) neither can be married or a member of another domestic partnership, 4) both must be at least 18 years of age, and 5) are not related by blood to a degree of closeness that would prevent them from being married to each other in this state.
- 1.20 DUE PROCESS: The right granted to a regular employee to pre- and post-disciplinary hearings for actions of suspension, demotion or dismissal.
- 1.21 EMERGENCY CALL-OUT PAY: Compensation paid to an employee who has been called to return to work after hours, including weekends. Employees will receive a minimum of two hours overtime for emergency call-outs.

- 1.22 EXEMPT EMPLOYEES: All executive, administrative and professional employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act, whose compensation is based on a fixed salary.
- 1.23 GRANT FUNDED EMPLOYEE: A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of a grant agreement.
- 1.24 GRIEVANCE HEARING: A formal hearing conducted at the request of an employee grieving a promotion, suspension, demotion, involuntary transfer, or dismissal as set forth in these Personnel Rules and Regulations.
- 1.25 GRIEVANCE: A formal complaint by an employee concerning actions taken by management, which result in loss of pay and/or privileges to the employee including suspension, demotion, involuntary transfer or dismissal.
- 1.26 HEARING OFFICER: The individual charged with the responsibility of hearing and deciding allegations of improper promotion, or post-disciplinary action matters of demotion, suspension, involuntary transfer, and dismissal.
- 1.27 IMMEDIATE FAMILY: Spouses, domestic partners, children, parents, siblings, grandparents, grandchildren, like in-laws, like step-relationships, and persons with legal custodial relationships.
- 1.28 LAYOFF: The involuntary separation of an employee from City service without fault on the part of the employee, due to the abolition of a position, reorganization, lack of work, lack of funds, or as otherwise determined in the best interest of the City.
- 1.29 MEDICAL DISABILITY DISMISSAL: The dismissal of an employee from City employment when the employee is unable to perform the essential functions of the position with reasonable accommodation(s) that do not impose undue hardship upon the City, due to a medical condition, when there is corroborating documentation of this condition from a licensed health-care professional. Although Medical Disability Dismissal is not disciplinary in nature, employees are nonetheless entitled to participate in the City's pre-determination and grievance procedures if they are subject to dismissal.
- 1.30 NONEXEMPT EMPLOYEES: Employees that are not exempt employees as defined in the federal Department of Labor regulations relating to the Fair Labor Standards Act.
- 1.31 PART-TIME EMPLOYEE: An employee who works twenty (20) hours or more and less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- 1.32 PRE-DISCIPLINARY HEARING: A hearing conducted by the City Manager or his/her designee before the imposition of the disciplinary actions of suspension, demotion or dismissal.

- 1.33 **PROBATIONARY EMPLOYEE:** A full-time or part-time employee hired to fill a regular position that has not completed a one (1) year probationary period of employment, during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee at least every three (3) months.
- 1.34 **PROMOTION:** A promotion is the change of an employee from a position in one classification usually to a position in a classification with a higher salary range.
- 1.35 **REGULAR EMPLOYEE:** Full-time: An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. Part-time: An employee who has successfully completed probation with a work schedule of twenty (20) or more hours, but less than forty (40) hours per week.
- 1.36 **RESIGNATION:** Resignation means the voluntary separation of an employee from City service.
- 1.37 **SAFETY- or SECURITY-SENSITIVE POSITION (SSP):** A position approved as such by the department director and City Manager, which an individual has a key and direct role in an activity where impaired performance by drug or alcohol use could result in a serious injury, or an improper or inadequate response to a potentially serious incident. SSP include a supervisory or managerial position in which impairment by drug or alcohol use would constitute an immediate and direct threat to public health or safety and includes, but is not limited to, law enforcement officers, employees who are required to regularly carry a firearm, drivers/operators required to have a CDL license, have access to confidential information and/or receive calls for public service and employees who regularly transport other people as their principal job or otherwise designated so by the City Manager.
- 1.38 **SICK LEAVE:** Leave with pay granted to employees when personal illness, injury, pre-arranged medical or dental examination, quarantine, therapy, counseling or other necessary treatment that keeps the employee from performing the duties of the position or when a member of the immediate family is ill, injured or requires treatment for the described reasons.
- 1.39 **STAND-BY PAY:** Compensation paid to employees, though off duty, is required to be available and able to respond to inquiries by telephone or radio, after regular working hours, including weekends.
- 1.40 **SUSPENSION:** An involuntary leave of absence, with or without pay, for disciplinary reasons, or pending investigation of allegations made against an employee, or for pending determination of a grievance procedure.
- 1.41 **TEMPORARY EMPLOYEE:** An employee hired to fill a position that will temporarily fill a position that is vacant due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) months. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.

- 1.42 **TRANSFER:** The voluntary or involuntary movement of an employee, from one department or office to another department or office in the City service.
- 1.43 **UNCLASSIFIED EMPLOYEE (or At-Will Employee):** An employee that can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, contract employees, and others designated by the Commission. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.

SECTION II: EMPLOYMENT STATUS

2.1 Position Specification: The City shall establish position specifications for all positions. Position specifications shall include title, tasks, duties, responsibilities and minimum qualifications. They will also specify knowledge, skills, education, and abilities required of applicants. See Definitions for description of employee position. An employee may qualify for one or more of the following position descriptions:

- A. **Probationary Employee:** A full-time or part-time employee hired to fill a regular position that has not yet completed the one (1) year probationary period of employment, or (twelve (12) months for police officers) during which time the employee is terminable-at-will. During this probationary period, the supervisor is required to evaluate the employee every three (3) months.
- B. **Temporary Employee:** A temporarily employee, hired to fill a vacancy due to the absence of an employee or for some other requirement. Temporary employment will not exceed a six (6) month period. All temporary employees are terminable-at-will, do not accrue leave, and do not receive employee benefits.
- C. **Regular Employee:** **Full-time:** An employee who has successfully completed probation with a work schedule of at least forty (40) hours per week. **Part-time:** An employee who has successfully completed probation with a work schedule of twenty (20) hours or more, but less than forty (40) hours per week. Employees working twenty (20) hours or more on a consecutive basis are eligible for fringe benefits.
- D. **Grant Funded Employee:** A full or part-time employee hired to fill a position that exists only upon receipt of grant funds. This position is terminable-at-will if funding is not received or upon expiration of the grant agreement.
- E. **Casual Employee:** An employee hired to fill a position paid by the hour that may be called on short notice and/or on an occasional basis. Casual employee may also work less than twenty (20) hours a week. A casual employee is paid only for hours worked and does not receive any employment benefits. A casual employee does not have the right to grieve employment decisions.
- F. **Unclassified Employee:** An employee who can be dismissed at any time, with or without cause. The terminable-at-will employees in the City shall be probationary employees, temporary employees, casual employees, contract employees, and others designated by the Board. Terminable-at-will employees are not entitled to the grievance procedures provided for in these Rules.
- G. **Classified Employee:** An employee that serves the prescribed probationary period and is eligible for the rights and privileges provided for under these Rules.
- H. **Contract Employee:** Contract employees are unclassified, FLSA exempt and have a contract approved by the Board modifying the conditions of the City's personnel policy.

Contract employees serve at the will and pleasure of the Board. Contract employees are not entitled to grievance procedures or holiday premium pay.

- I. **Temporary Agency Employee:** An individual who perform work for the City through a contract with an independent third-party, such as a temporary placement or employment agency. These individuals are not City employees and therefore not entitled to any benefits or rights detailed in this policy.

SECTION III: GENERAL PROVISIONS

3.1 Purpose: The purpose of these Personnel Rules and Regulations (Rules) is to establish consistent, basic policies and practices concerning relations between the City and its employees. These Rules further establish the formal grievance procedure available to regular employees to hear their grievances with respect to promotions, demotions, suspensions, involuntary transfers and dismissal, and provide the method by which a personnel hearing officer is chosen to hear formal grievances. Independent contractors are not subject to the provisions of the Rules.

3.2 Scope: Definite rules and regulations cannot be readily formulated for every possible problem and situation. These Rules serve as an employment contract, general basis and guide for the proper, efficient, and effective management and administration of City personnel matters. The Rules contained herein replace and supersede all previously issued personnel rules regulations and ordinances applicable to City employees.

3.3 Amendment of Rules & Regulations: There shall be no resolution or other action of the Board or other City official, which is inconsistent with these Rules, except by amendment of these Rules. The Board reserves the right to amend these Rules at its discretion. The City Manager may issue interpretative memoranda or Administrative Instructions, consistent with these Rules, which further detail the interpretation of these Rules.

3.4 Employee Knowledge & Information of Rules & Regulations: Department Directors, or Human Resources Manager shall provide a copy of these Rules to present employees and to all new employees with instructions to read and be familiar with all provisions of these Rules. Employees shall sign for a copy upon receipt.

3.5 Equal Employment Opportunity Rules & Regulations: Individuals will not be discriminated against on the grounds of race, age, religion, color, national origin, ancestry, sex, marital status, physical or mental handicap, medical condition, sexual orientation or gender identity, in consideration for employment, promotions, transfers, duration of employment, compensation, terms, conditions, or privileges of employment by the City.

3.6 Administration by City Manager: The City Manager or designee shall administer and interpret the personnel system and the terms of these Rules and its amendments, and all future approved operating procedures. The City Manager shall recommend to the Board any necessary amendments or revisions to the Rules.

3.7 Duties of All Employees: All employees shall adhere to the provisions of these Rules. Department Directors, Human Resources Manager and the City Manager further shall be responsible for seeing to the adherence and enforcement of these Rules.

3.8 Chain of Command & Conflict Resolution: In order to maintain open communication between the City and its employees and to ensure that employees' general working concerns and conflicts are addressed quickly and efficiently, the City will utilize the chain of command protocol. Employees have the right to present or make known their complaints through the chain of command, free from interference, restraint, discrimination, coercion, or reprisal. This provision does not apply to serious complaints such as harassment, dangerous working conditions, workplace violence and discrimination, which are otherwise addressed by the policy. It is required that an employee discusses his/her concerns first with his/her immediate supervisor. Departments should utilize dispute resolution techniques, wherever appropriate to resolve conflicts in the workplace and encourage positive working relationships between employees and management.

If the concern cannot be handled at this level, the employee may request a meeting with the next level supervisor, up to the department director of his/her department. If it becomes necessary to pursue the issue beyond the department director level, or if the concern cannot be handled or remedied within the department due to supervisory conflict, it may be addressed with the City Manager within ten (10) calendar days of the department's final decision. The City Manager's decision on the complaint shall be final and binding.

3.9 Conflict with Collective Bargaining Agreements: If any provision of this Resolution is in conflict with a written Employee Agreement duly adopted by the Board pursuant to the Public Employee Bargaining Act [NMSA 1978, §§10-7E-1 to 10-7E-26], the terms of the Collective Bargaining Agreement shall control.

3.10 Code of Ethics:

- A. City of Truth or Consequences employees and volunteers shall treat their government or quasi-government position as a public trust, requiring adherence to and respect for the Constitution and laws of the United States of America, the Constitution and laws of the State of New Mexico, and the ordinances, resolutions, and policies of the City. Employees and volunteers shall use the powers and resources of public office to advance the public interest rather than as an opportunity to obtain personal benefits or pursue private interests incompatible or competing with the public interest. City Government cannot function efficiently without the confidence of the public. The public's Confidence in the effectiveness, equity, and honesty of City Employees is directly related to the ethical conduct of City Employees and Officials.
- B. The citizens of the City of Truth or Consequences have entrusted the Elected Officials and employees of the City with the responsibility of ensuring that tax dollars, which fund City services, are spent wisely and efficiently. As City employees, the public is our employer. Our work and conduct are always subject to public scrutiny and approval. Our contact with citizens and performance results will often be the basis upon which City government is judged.
- C. Elected Officials and Employees of the City shall maintain their conduct at the highest personal and professional standards in order to promote public confidence and trust in the City's public institutions; and, in a manner, that merits the respect and cooperation of fellow employees.
- D. The City's level of professionalism is demonstrated by each City Official and employee's actions or in some cases inactions; therefore, the City expects employees to conduct themselves professionally during every interaction and every task.

E. The City has established reasonable professionalism expectations; expectations every employer would require of their staff. Elected officials and employees are expected to:

- Build trust, confidence, and professional relationships with the public, coworkers, and others contacted in performance of duties; and
- Promote the City and its employees.

Note: Talking behind an employee's back, toxic talk, misrepresenting the truth, and failing to provide reasonable customer service are examples of a lack of professionalism.

F. General Conduct standards are set forth or restated as follows:

1. The City of Truth or Consequences requires all employees to familiarize themselves with all rules and regulations (general policies and those pertaining to their duties and positions), and that employees abide by these rules and regulations. The City's rules of conduct and performance standards are applicable to all City employees, during normal working hours, at work related or City-sponsored or City-endorsed functions, and while traveling on work related business.
2. Each employee shall make an immediate report to his or her immediate supervisor of any violation of the law or the rules and regulations of the City of which he/she has knowledge. Such report may be required in writing at the discretion of the receiving supervisor and the Human Resources Manager.
3. Each employee shall make a written report within three (3) working days to the Department Director of any criminal charge filed against him/her or arrest for any violation of any law or ordinance except minor traffic violations. (DUI is not a minor traffic offense.)
4. Each employee shall perform his/her duties fairly and impartially, and otherwise conduct him/herself both on-duty and off-duty to command the respect of fellow employees and the public. Each employee's conduct shall be at all times consistent with the goals and mission of the City.
5. No employee shall refuse to truthfully answer questions specifically relating to the performance of his/her official duties or refuse to participate with investigations.
6. No employee shall report for duty while under the influence of any drug prescribed or not prescribed, including but not limited to a narcotic, barbiturate, hallucinogenic drug, central nervous system stimulant, alcohol, or an intoxicant. In the event any of the foregoing drugs is prescribed and administered to an employee, the employee shall report this to the supervisor and Human Resources Manager. The supervisor and the Human Resources Manager shall then make a determination whether the employee can perform his duties without detrimental effect. An employee may be asked to submit to a drug and/or alcohol test when the supervisor has reason to suspect that the employee is under the influence of illegal drugs or alcohol.
7. No employee shall be insubordinate, neglectful, or unwilling to follow orders or perform officially designated duties.
8. No employee shall falsify reports or records or knowingly submit inaccurate or untruthful information for or on any City record, report or document.
9. No employee shall sleep on duty.

10. Violence, fighting, profanity or insulting behavior, non-sexual harassment, horseplay, bullying, mobbing, and threatening or interfering with visitors or other employees at any time on City premises or at any other place, while on duty, will not be tolerated. The City strictly prohibits sexual harassment or other forms of discrimination.
11. Gambling of any kind on City premises or at any other place, while on duty will not be tolerated.
12. Employees shall not reveal confidential information to unauthorized persons.
13. Employees shall not be tardy, absent, or depart from work early without the permission of their supervisors and shall observe time limitations on break and meal periods. Each employee shall notify his/her immediate supervisor or designated representative prior to his/her scheduled work shift in the event he or she expects to be absent from duty due to illness or other reason.
14. No employee shall solicit funds or distribute petitions or literature for any political purpose other than official business on City property or at any other place while on duty.
15. Every employee will comply with safety rules/regulations and shall report promptly to the appropriate supervisor any injury or illness.
16. Employees shall not use City property, materials or facilities for non-City business. No employee shall occupy, use or operate any City property or facility without prior authorization.
17. Every employee has the responsibility to protect and safeguard City property and the person and property of others. No employee shall be in unauthorized possession of any City property or others regardless of value, or attempt to remove such property from City premises.

G. The ethical City employee shall:

1. Properly administer the affairs of the City.
2. Promote decisions, which only benefit the public interest.
3. Actively promote public confidence in City government.
4. Keep safe all funds and other properties of the City.
5. Conduct and perform the duties of the office diligently and promptly dispose of the business of the City.
6. Maintain a positive image to pass constant public scrutiny.
7. Evaluate all decisions so that the best service or product is obtained at a minimal cost without sacrificing quality and fiscal responsibility.
8. Inject the prestige of the office into everyday dealings with the public, employees and associates.
9. Maintain a respectful attitude toward employees, other public officials, colleagues and associates.
10. Effectively and efficiently, work with governmental agencies, political subdivisions and other organizations in order to further the interest of the City.
11. Faithfully comply with all laws and regulations applicable to the City and impartially apply them to everyone.

SECTION IV: RECRUITMENT AND SELECTION

4.1 Purpose: It is the policy of the City to select and recruit the best qualified and the best-suited person for all positions in an open and competitive manner, and to ensure that no discrimination occurs in the process and ensure equal employment opportunities for all applicants and employees. The City will comply with all applicable federal and state laws and regulations.

4.2 Recruitment of Applicants: Department directors shall notify the City Manager and the Human Resources Manager of a vacant position. In an effort to present current employees a viable career path within the organization, internal employees are encouraged to apply for vacant or newly created positions, if they meet minimum qualifications. The Human Resources Manager shall simultaneously issue job announcements internally and externally through such media deemed appropriate to ensure open and competitive recruitment of individuals with sufficient time to ensure reasonable opportunity for persons to apply. The Human Resources Manager shall submit announcements and receive all applications through their Office. All publications for job announcements shall include reference to the City as "*An Equal Opportunity Employer*".

4.3 Temporarily Filling Vacant Positions: Vacant positions may be filled without public announcement by temporary employees on a temporary basis to replace regular employees on leave and pending the selection of a regular employee for a position or otherwise for a period not to exceed six months. Temporary employees may not be made regular employees in their position without completion of an open application and selection process.

4.4 Best Qualified & Best-Suited Applicant Determination: The best-qualified and best-suited applicant is determined by the department director, in conjunction with the Human Resources Manager, based on minimum qualifications of education, experience, abilities, skills and past work experience, as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) applicants, or if less than three applications are received, all applicants shall be interviewed. All internal applicants meeting minimum job requirements for a position shall receive an interview.

4.5 Selection: The department director or designated representative shall review all applications for positions in their department, in conjunction with the Human Resources Manager, and make their recommendation to the City Manager. Final appointment shall be made by the City Manager based on the best qualified and the best-suited applicant for the position and the status of the City's budget. The Human Resources Manager is responsible for notifying the prospective employee and extending a job offer.

4.6 Pre-Selection Prohibited: To ensure the integrity and fairness of the selection process, posted and advertised positions shall not be promised to any person prior to recruitment and selection.

4.7 Ineligibility for Hire and Rehire: Applicants shall be considered ineligible for hire or rehire by the City if the applicant has:

- A. Knowingly made any false statement or omission on the employment application;
- B. Not met the requirements of the position;
- C. Failed to complete pre-employment drug and alcohol screening or physical examinations or other requirements as directed by the City, except that an applicant not meeting drug

and alcohol screening testing may reapply after a one-year period. An applicant who failed a physical exam due to a pre-existing correctable medical condition may reapply at any time after the condition is corrected;

- D. Not met the criteria for insurance or bonding as required by City or state law;
- E. Been dismissed from City service as a disciplinary measure in five (5) years prior to the date of application;
- F. Not been certified by a physician that the applicant can perform the physical requirements or the essential requirements of the position;
- G. Been convicted for driving while under the influence of alcohol or drugs within the past three years of the date of the application, if a valid New Mexico driver's license and class is required for the position; or
- H. Been convicted of a felony as described in NMSA 1978, §28-2-1, et seq. or convicted of a felony or infamous crime as defined in NMSA 1978, §10-1-3 and by its nature conflicts with the duties and responsibilities of the position;
- I. Not met the requirements of state or federal funding agreements;
- J. Resigned with pending employment charges pursuant to section 7 and 8 within five (5) years prior to the date of application;
- K. Resigned from City employment without giving two weeks notice, unless unique circumstances exist;
- L. Previously engaged in destruction of City property, including deleting public (business related) records or emails; and
- M. The above list is not necessarily exhaustive and may not include all of the reasons that would make an applicant ineligible for hire or rehire.

4.8 Testing: To determine employment eligibility, the City may require an applicant to submit to testing for certain bona fide occupational qualifications. This may include, without limitation pre-employment physical, drug, and alcohol screening examinations, and/or proficiency and skills testing. For law enforcement officers, psychological examinations and/or extensive medical examinations may be required as a condition of employment.

4.9 Background Investigation; Driver's License (DL) Check: The City and/or designed contractor(s) shall conduct background investigations on all applicants considered for employment and DL record checks on all perspective and current employees required to drive a vehicle for City business. All applicants shall sign a background investigation waiver and DL check release during the employment application phase or they will be excluded from consideration. DL checks shall be conducted at hiring, and quarterly thereafter, on employees required to drive, as a condition of employment. DL checks will not be conducted on perspective or current employees not having driving responsibilities as a condition of employment. However, if at any time an employee is required to drive a vehicle as a condition of employment, DL checks will be performed at that time and continue on a monthly basis.

4.10 Commencement of Work: No applicant for employment shall commence work or be considered employed by the City until an approval of the selection is made in writing by the City Manager and Human Resources Manager on a Personnel Action Form (PAF) and all pre-employment testing and relevant background checks have been completed. Payroll shall not enter the applicant into the City's system prior to receipt of a completed and signed PAF.

SECTION V: CHANGES IN EMPLOYMENT STATUS

5.1 Promotion: The City encourages professional growth of its employees and rewards the initiative, creativity, effort, commitment, and diligence of its employees through the promotional process. City employees are encouraged to take advantage of promotional opportunities and apply for higher paying positions for which they qualify.

5.2 Evaluation Period: Regular employees either promoted or voluntarily transferred to a vacant or newly created position will be placed in an evaluation status period for ninety (90) days. This is a period of evaluation and training of the employee in the new position. If performance during the evaluation period is deemed unsatisfactory and documented, the employee may be returned to his/her previous position, if available, placed in another vacant position for which the employee is qualified, if available and in the best interest of the City, or dismissed at the discretion of the City Manager. Employees transferred back to previous positions receive the same pay received before their promotion or transfer.

5.3 Demotion: An employee may be demoted to a position for which the employee is qualified when: 1) the employee would otherwise be dismissed because the employee's position is being abolished due to lack of funds or lack of work and there are no vacancies at the same level for which the employee is qualified; 2) the employee's job is being reclassified; 3) the employee does not present satisfactory performance in the position presently held; 4) the employee voluntarily requests such a demotion, provided a position is available; or 5) employees being demoted for disciplinary reasons.

5.4 Transfers:

- A. General Transfer. Employees may be moved from one position to another of the same grade and pay range either voluntarily or involuntarily. An employee may be transferred if it is in the best interest of the City. Voluntary transfers are not grievable. Fluctuating organizational needs may require temporary or permanent transfer of an employee from one geographic location to another within the City. If a transfer involves a probationary employee, time served in the former position shall be credited toward achievement of regular full-time status and salary increases, accumulated annual leave and sick leave shall be retained. The City Manager must approve all transfers.
- B. Voluntary Transfers between Departments. An employee who voluntarily transfers from one department to a vacant position in another department may be required to accept the new position at its entry-level salary depending on their experience and qualifications required for the new position. The transferred employee will be subject to an evaluation period of ninety (90) days, as specified in Section 5.2.
- C. Medical Transfer. An employee who has been certified by a licensed physician as being physically unable to perform the duties of the employee's current position may be transferred as a reasonable accommodation to an available position in which the physician certifies the employee is able to work, and for which the employee is qualified to perform. If no such position is available, the employee is subject to the leave without pay provisions of these Rules.

5.5 Resignation: An employee voluntarily resigning shall submit in writing to the department director and the Human Resources Manager, a two-week minimum notice of resignation. Unless unique circumstances exist, failure to provide timely written notice may be

grounds for refusal of future employment with the City. Unauthorized absence from work for three (3) consecutive regularly scheduled working days shall be considered a voluntary resignation. Once a Department Director accepts an employee's resignation, the notice of resignation is deemed "accepted", the employee may no longer rescind the resignation unless approved by the City Manager.

5.6 Layoff Procedure: Upon directive of the Board, the City Manager shall make the determination for layoffs after consulting with appropriate department directors and the Human Resource Manager. When layoffs of more than one employee are required, layoffs shall be determined using the following criteria:

- A. Position in order of priority:
 - 1. Temporary employees,
 - 2. Probationary employees,
 - 3. Casual employees,
 - 4. Part-time employees.
- B. Performance of the employee compared to other employees being laid off in the same or similar positions;
- C. Value of the employee's position to the critical operation of the City or department, such as safety-sensitive or enterprise positions;
- D. Length of continuous service with the City; and
- E. Funding source.

5.7 Layoff Return Privileges: Any full-time or part-time regular employee laid off and returns within six (6) months of layoff shall not have to serve a probationary period if the employee returns to their previous position and the probationary period had been served. A laid off-returning employee will be credited for all unused sick leave remaining and not compensated for at the time of layoff, if the employee returns within the six (6) month period. Layoff privileges end:

- A. Six (6) months after the effective layoff date;
- B. After an employee refused employment in a position for which the employee is qualified and/or for which the pay rate is the same or higher than the position previously held; or
- C. When a laid off employee accepts another position with the City. A laid off employee accepting another position with the City shall serve the required evaluation period.

5.8 Medical Disability Dismissal: Employees shall be involuntarily terminated upon completion of the twelve (12) week family/medical leave if the employee is physically unable to perform the essential duties of the employee's position with reasonable accommodation(s) that do not impose undue hardship upon the City, as certified by a qualified, licensed physician. The provisions of this subsection are subject to the provisions regarding Workers' Compensation laws and "On the Job Injury Leave" found in Sections 10.15 and 10.16 of these Rules.

5.9 Reinstatement: Individuals that are reinstated, as regular employees to the same or like position are not entitled to any previous benefits such as sick leave, which had been accrued during previous employment with the City, except as, provided in Section 5.7.

SECTION VI: CONDITIONS OF EMPLOYMENT

6.1 Probationary Period for New Hires: An employee hired to fill a position shall serve a probationary period of one (1) year, beginning on the first day of work, during which time the employee is terminable-at-will.

- A. Law enforcement officers in the police Department shall serve a one (1) year probationary period, beginning on the first day of work, during which time the employees are terminable-at-will. If a law enforcement officer is not certified prior to hiring, the law enforcement officer must obtain law enforcement certification within one year of employment. Uncertified law enforcement officers shall be terminated on the one-year anniversary of hire if they are not accepted or enrolled in a basic police officer training program certified by the Law Enforcement Academy Board.
- B. The probationary period is an integral part of the evaluation process and is for observing the employee's performance and obtaining the most effective adjustment of a new employee to the position. Employees will be evaluated at least every 3 months during the probationary period. The employee must achieve a satisfactory performance or better by the end of the probationary period before the employee can become a regular employee entitled to all of the rights and benefits of that status.
- C. If an employee satisfactorily completes the probationary period, the employee will become a regular employee. If the employee does not satisfactorily complete the probationary period, the employee may be dismissed, or upon the recommendation of the department director and with final approval of the City Manager, the probationary period may be extended for ninety (90) days.
- D. In the event a probationary employee is on extended leave for any reason, the probationary period will be extended in an amount equal to that leave period.
- E. Probationary employee provisions. A probationary employee:
 - 1. can be dismissed, without cause, at any point during the probationary period;
 - 2. is not eligible for personal holiday leave;
 - 3. cannot grieve disciplinary actions;
 - 4. is allowed to accrue and use sick and annual leave as soon as it is accrued with approval of supervisor;
 - 5. employees terminated during their probationary period are only entitled to payment of unused annual leave; and
 - 6. is eligible for health insurance and other optional benefits, as provided in Section 9.6.

6.2 Temporary Employee Hired to a Regular Position: An employee who fills a temporary position and is subsequently hired to fill a regular position shall serve the required probationary period. The beginning date of the probationary period is the date the employee formally transitions to regular status.

6.3 Former City Employees Hired to a Position: A former City employee re-hired in the same or like position, or re-hired at any time to fill a new position, shall serve the required probationary period.

6.4 Permitted Political Activities: All employees:

- A. may engage in political activity on their own time;

- B. are encouraged to register to vote and to exercise their right to vote;
- C. have a right to express their opinion on all political subjects and candidates on their own time;
- D. may serve as convention delegates;
- E. may sign nominating petitions and make voluntary contributions to political organizations and candidates on their own time; and
- F. may serve as an election or poll official.

6.5 Prohibited Political Activities: All employees are prohibited from:

- A. using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office, or for any other political purpose;
- B. directly or indirectly coercing, attempting to coerce, commanding or advising an official or employee to pay, lend, or contribute anything of value to a party, committee or organization, agency, or person for a political purpose;
- C. threatening to deny promotions to or retaliating against an employee who does not vote for or support certain candidate(s), requiring employees to contribute to a political fund or candidate, influencing employees to buy tickets to political fund-raisers and similar events, advising employees to take part in political activity and matters of a similar nature;
- D. engaging in political activity while on duty; and
- E. using any City-owned equipment, supplies, vehicles, space, property, or work time for political purposes.

6.6 Public/Political Office:

- A. Employees covered by the provisions of the Hatch Act [5 U.S.C. Sections 1501 to 1508] may not be candidates for partisan political office elections. (A local school board member or a member of any post-secondary educational institution's governing body shall not be construed as holding political office)
- B. Employees may not hold a City political office and be a regular full-time or at-will employee of the City.

6.7 Nepotism: To eliminate the appearance of nepotism, near-relatives shall not work in the same department when there is a supervisory relationship between them.

- A. Near-relatives, as used in this ordinance, includes father/mother and spouse, son/daughter and spouse, grandparents, grandchildren and spouse, uncle/aunt and spouse, first cousin and spouse, nephew/niece and spouse, brother/sister and spouse; including unrelated persons sharing a spousal/domestic partner relationship, adopted step-relatives.
- B. When there is a change in assignment or relationship among City employees, which leads to supervision of or by a near-relative, the near-relative supervisor must immediately inform the department director of the relationship in writing. The department director, subject to the approval of the City Manager, shall take appropriate action to eliminate the conflict. Options include eliminating supervisory responsibility for a specific employee, voluntarily/involuntary transfer of the employee or supervisor to another position, demotion of the supervisor, or

termination of the employee or supervisor whichever is most feasible for the employee, supervisor and City.

6.8 Conflict Ban: No employee shall engage in any business, transaction, accept private employment or other public employment which is incompatible with the proper discharge of the employee's responsibilities or which gives the appearance of impropriety, or is prohibited by federal, state or City law or City policy.

6.9 Outside Employment: Employees may not, directly or indirectly, engage in any outside employment or financial interest which may conflict, in the City's opinion, with the best interests of the City or interfere with the employee's ability to perform his/her assigned City job. Examples include, but are not limited to outside employment which:

- A. Prevents the employee from being available for work beyond normal working hours, such as emergencies or peak work periods, when such availability is a regular part of the employee's job;
- B. Is conducted during the employee's work hours;
- C. Utilizes City facilities, equipment, resources or time;
- D. Constitutes employment, contractual commitment or self-employment which conflicts with Section 15.14, below; or
- E. May be reasonably perceived as a conflict of interest, gives the appearance of impropriety or otherwise discredits public service.

An employee who chooses to have an additional job, contractual commitment or self-employment (Avon, Mary Kay, etc.), may do so provided he/she provides prior notification on the prescribed form and obtains prior approval from his/her department director and the City Manager. Any outside employment that could potentially interfere with emergency call-out situations must be reported to the employee's department director. If, after accepting outside employment, situations arise which could interfere with the employee's job, the employee must immediately report these situations to his/her department director.

6.10 Workplace & Sexual Harassment: The City will not tolerate harassment or sexual harassment.

- A. The City is committed to taking reasonable steps to provide a professional working environment free from all forms of harassment, whether based on sex, sexual orientation, gender identity, race, color, religion, national origin, age, disability or any other protected classification. Although this policy focuses on sexual harassment, it applies equally to all forms of harassment based on a protected classification. The procedures described in this policy shall be followed for all such harassment. This policy also applies when an employee is subject to harassment in the workplace by a non-City employee.
- B. Employees have a right to be free from workplace harassment. Employees are forbidden from engaging in harassing conduct on- or off- duty that creates a hostile work environment. Any act of harassment based upon a protected classification is a severe violation of City policy and will be addressed in a firm manner.
- C. Harassment Definition: verbal, non-verbal or physical conduct by any employee that, bullies, torments, persecutes, disrupts, or interferes with another employee's work performance or member of the public or that creates an intimidating, offensive or hostile environment.

D. Sexual Harassment Definition: is any unwelcome sexually oriented behavior, demand, comment or physical contact initiated by any individual at the work place when:

1. Submission to such conduct is made either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions/opportunities affecting such individual; or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

E. Harassment can occur in a variety of forms. Examples include, but are not limited to: Teasing an employee(s) about their race, religion, sexual orientation etc. Telling a joke at the expense of or with the intent of embarrassing a protected class.

Sexual harassment also occurs in a variety of forms. Harassing conduct based on gender often is sexual in nature. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Sexual harassment is unacceptable in the workplace or in other work-related settings such as business trips and business-related events. The following are some common examples of behaviors or situations that constitute sexual harassment:

1. Oral or written sexual statements, comments, jokes, questions or innuendoes;
2. Display of sexually oriented visual items such as calendars, cartoons, photos or posters;
3. Assault, molestation or unwelcome physical contact such as kissing, touching, patting, pinching, brushing against or hugging;
4. Requests, demands or subtle pressure for sexual activity;
5. Threats or retaliation against an employee who refuses unwelcome sexual attention or sexual behavior;
6. Overt promises or practices that imply preferential treatment for any employee in exchange for dates, sexual attention or sexual behavior;
7. Sexual insults and suggestions including, but not limited to, lewd remarks, obscene gestures and sexually suggestive materials;
8. Any conduct that ridicules, or is malicious or abusive to, an individual because of the individual's gender;
9. Pressuring an employee to go out on a date;
10. Consensual "romantic" or sexual relationships between a supervisor/director and an employee in the same department; or
11. Asking questions of a sexual nature.

F. Responsibility to Report Harassment. Any employee, who believes they are a victim of harassment because of their protected classification, should first confront the person or persons responsible for the offensive behavior and indicate that it is unwelcome and should be stopped. The employee also has an obligation to promptly report the matter to the Human Resources Manager, City Attorney or City Manager. These individuals are authorized by this policy to receive and act upon complaints of harassment or discrimination on behalf of the City. All employees who observe, or become aware of harassment, also have an obligation to bring the matter to the attention of the Human

Resources Manager, City Attorney or City Manager, even if they are not the victim of harassment.

- G. Investigation of Complaints. It is the City's intent to provide a fair process for investigating and resolving complaints of harassment. The City will investigate all reports of alleged harassment. Information associated with the investigation will be kept confidential, to the extent possible, and consistent with the City's obligation to investigate promptly and thoroughly. All employees are required to cooperate with any investigation by the City in response to an allegation of harassment. Refusal to cooperate in an investigation may result in disciplinary action, up to and including termination.
- H. Appeal. Any affected employee dissatisfied with the conclusion or results of an investigation, or with any corrective measures taken, may appeal the decision to the City Manager. Any such appeal should be in writing and must include the nature of the employee's dissatisfaction with the conclusions or results of the investigation. Any qualifying disciplinary appeal must follow the grievance process.
- I. Protection against Retaliation. The City will not retaliate against any employee who reports sexual harassment in good faith and such retaliation in and of itself is grounds for disciplinary action, up to and including termination without prior progressive discipline. Retaliation is a serious violation of this policy and should be immediately reported.
- J. Discipline. Anyone violating section 6.10 will be subject to corrective or disciplinary action up to, and including dismissal.
- K. Unlawful harassment, including sexual harassment, of employees, or members of the public, may be cause for dismissal. If the City determines that harassment has occurred or that counseling, training, disciplinary measures or termination are appropriate, it will respond appropriately to correct the problem following City disciplinary procedures. Serious cases of harassment constitute cause for termination without prior progressive discipline. Employees who knowingly make false allegations of sexual harassment may be subject to disciplinary action.
- L. Mandatory Training. Periodic mandatory training for all employees, will be provided by the City to increase knowledge of the workplace harassment policy, state and federal laws and the process for enforcing the policy.
- M. Vendors and Customers: Employees should report harassment, including sexual harassment from vendors, customers, other City employees and the general public utilizing this Policy.

6.11 Performance Evaluations and Performance Goals:

- A. Performance Evaluations (Probationary Employees only)
 - 1. Probationary employees shall be evaluated at least every three (3) months or when a department director or immediate supervisor wishes to make the performance of an employee a matter of record.
 - 2. **Contents of Evaluation:** A performance evaluation shall contain an overall appraisal of the employee's performance while on probation. Approved forms are available in Human Resources. All evaluations shall be signed by the employee and supervisor, and forwarded to the City Manager.
 - 3. **Unsatisfactory Evaluation:** The probationary period is a time to grow and develop new employees and ensure a proper fit for the organization; however, if an employee receives an overall evaluation rating of unsatisfactory performance, the employee shall be warned that the failure to meet reasonable performance standards

within a set period shall result in dismissal. In some circumstances of unsatisfactory performance or unacceptable behavior, a probationary employee may not be given a warning and will be terminated as terminable-at-will.

C. Performance Goals (Non-Probationary Employees)

1. Supervisors will develop SMART goals (Specific, Measurable, Achievable, Relevant, and Time-based) annually for each employee, other than probationary employees who shall follow the traditional performance evaluation process. SMART goal setting is important for employee motivation, keeps employees looking forward to new accomplishments, intended to grow employee knowledge and skill sets, designed to meet organizational strategic outcomes, and enhances organizational effectiveness.

Supervisors are expected to supervise and manage staff on a daily basis, and thus, provide either positive reinforcement or corrective feedback as appropriate; performance evaluations and goal setting should not be mistaken for daily supervisory responsibilities.

2. Goal types include:
 - a. Essence of job (EOJ): EOJ goals clearly describe tasks required for the job. Goals can include productivity, efficiency, detail, accuracy, tardiness, safety, ability to problem-solve or work as a team player, professionalism, customer service, etc. EOJ goals can relate to the speed of work or number of units completed, and product accuracy and quality, etc.
 - b. Specific project(s): Projects are activities that an employee will pursue with a beginning and ending, and are generally beyond the employee's routine duties. Project goals can relate to improving systems, developing new policy or procedures, developing programs, completing purposed research, etc.
 - c. Professional development: These goals specify what an employee will learn in the coming year. These goals grow an employee by developing new skills or knowledge. Goals shall be linked to a realistic organizational need.
 - d. Performance improvement: These goals are used when an employee's behavior is unsatisfactory or their performance is below reasonable expectations. Performance improvement goals should have a limited but reasonable end timeline. They shall document reasonable behavior or performance expectations in a clear and measurable way.
3. Goal Setting: Supervisors, in collaboration with the employee, shall develop SMART goals for each employee annually. Align goals with the department's overall strategies, priorities and most important needs.
4. Goal Tracking: Supervisors shall review goal progress with each employee at least quarterly. A supervisor may amend a goal, either increasing or decreasing responsibilities, if circumstances change during the period.
5. Employee Rebuttal: The employee may submit a written rebuttal statement to the performance goal evaluation and it will become a part of the performance goal report. The rebuttal must be submitted within ten (10) days of the evaluation or it will be denied.

6. Unsatisfactory Goal Evaluation: In the event an employee fails to meet established goal(s), when in the judgment of the supervisor, should have, the employee shall be warned that failure to meet reasonable expectations could result in disciplinary action and/or may be placed on a performance improvement plan.

6.12 Fitness for Duty:

The City endeavors to provide a safe and productive work environment for the benefit of its employees and the public they serve. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstance that may impact their ability to do so. The City may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent third party, licensed health/mental health care professional and are undertaken only after careful review by Human Resources. To the extent possible, the City will protect the confidentiality of the evaluation and results.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave request, workers' compensation claims, allegations of violence in the workplace, situations where there is an immediate threat of harm, or performance management disciplinary process.

- A. Procedures: If, by observation of an employee's behavior or by receipt of reliable information, the City has reason to believe that an employee may lack the ability to perform the essential functions of his or her position due to a physical or mental condition, the following steps will be taken:
 1. The department head will provide Human Resources with detailed information regarding the reason for and circumstances leading up to the fitness-for-duty referral, including information on essential job functions, evidence of the employee's inability to perform those functions effectively, and any attempts at resolving the matter.
 2. The Human Resources Manager will review the information provided in the referral, along with a current job description of the essential functions of the employee's position. If it is determined that a fitness-for-duty evaluation is necessary, upon confirmation from the City Manager, the Human Resources Manager, will notify the employee in writing.
 3. Human Resources will determine the independent, third party, licensed health care/mental health professional who will perform the evaluation, send a written request for an evaluation to him or her, and will schedule the evaluation at the earliest opportunity.
 4. Failure on the employee's part to comply with a scheduled fitness-for-duty evaluation constitutes insubordination and will be cause for disciplinary action, including termination.
 5. The City will pay all costs of the services performed by the health care/mental health professional as part of the evaluation.
 6. If the City Manager deems it necessary, the employee may be placed on temporary, paid administrative leave until the evaluation is completed.

7. The employee will be requested to sign a voluntary written authorization allowing the health care/mental health professional to provide certain information obtained through the evaluation to the City. If no authorization is executed, the City may nevertheless obtain a description of the functional limitations of the employee that may limit the employee's ability to perform the essential function of his or her job, but no statement of medical cause may be disclosed.
 8. Insofar as feasible, the results of the evaluation will be treated as confidential, kept in a separate file within Human Resources, and the minimum necessary information will be shared only with those who need to know the results for legitimate City business purposes.
 9. If it is determined that the employee is not able to perform the essential functions of his or her position, Human Resources will attempt to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made, other options will be identified and communicated to the employee as available.
 10. If it appears that any functional limitations on the employee's ability to perform the essential functions of his or her position are the result of a work-related injury, the matter will be referred to Workers Compensation for the processing of a workers' compensation claim.
 11. All actions taken to carry out this policy will comply with state and federal laws, as well as City policies and procedures and applicable contractual provisions.
- B. Evaluation and Results: The fitness-for-duty evaluation will not be conducted for the purpose of diagnosis or treatment, but rather for the purposes of determining an employee's ability to perform the essential functions of the job. Human Resources will provide the evaluator with a description of the essential function of the employee's position prior to the evaluation. The evaluator will be asked by Human Resources to release only that information as permitted under this policy or otherwise permitted by law. The evaluator will be asked to complete a written report containing only the following information.
1. A conclusion regarding the determination of fitness for duty;
 2. A description of the nature and extent of any functional limitation on the employee's ability to perform his or her job;
 3. A description of the expected duration of each such functional limitation; and
 4. An opinion as to whether or not the functional limitation may be the result of a work-related injury as related by the employee; further medical examination or investigation may be necessary to determine if the functional limitation arises out of, or has been caused by, the employee's occupation.
- C. Insofar as feasible, the results of the evaluation will be treated as confidential, and will be shared only with those who need to know the results for legitimate City business purposes. However, where the employee has placed at issue his or her medical history, mental or physical condition, or treatment, the relevant information may be used and disclosed by the City in connection with such proceedings.
- D. The City Manager will make a decision regarding the employee's status, including but not limited to the employee's return to duty or removal of the employee from any duties pending treatment and re-evaluation, depending on the results of the evaluation and the

recommendation of the evaluator. In certain circumstances, the employee may be subject to medical disability termination pursuant to Section 5.8 of this Ordinance.

6.13 Anti-Fraternization:

- A. The City encourages employees to develop friendships and share a spirit of teamwork and camaraderie both in the workplace and outside of work. In instituting this dating or fraternization policy, it is not the City's goal to interfere with the development of co-worker friendships and relationships.
- B. City employees may date; develop friendships and relationships both inside and outside of the work place as long as the relationships do not negatively affect work. Any relationship that interferes with the City's culture of teamwork, the harmonious work environment or the productivity of employees will be addressed by applying the progressive discipline policy as outlined in this Ordinance. Adverse workplace behavior or behavior that affects the workplace that arises because of personal relationships will not be tolerated.
- C. The exception to this policy relates to Managers, directors and supervisors. Anyone employed in a managerial or supervisory role shall not have an intimate relationship with employees who report to them. From an employee perspective, these relationships may be perceived as favoritism, misuse of authority, or potentially, sexual harassment. Even if no improper conduct occurs, the relationship would likely cause gossip, hard feelings, dissatisfaction, and distraction among other employees in the workplace. The relationship may appear to other employees as an inappropriate use of position power. The fraternization prohibited by this policy includes dating, romantic involvement, and sexual relations.
- D. Notify your supervisor and the Human Resources Manager if a coworker relationship is a concern and might be from the City's standpoint of job performance and workplace disruption. Appropriate actions will be determined and taken as per the City's personnel policy. In the discretion of the City Manager, the parties to a relationship that become a concern can be required NOT to work together; and, must keep the City informed on the relationship. Any disruption in the workplace is subject to discipline or adjustment in shift status if available.
- E. Sexual misconduct refers to a wide range of inappropriate behaviors associated with the exercise of "power" or "authority" over certain people in the work environment. Therefore, some work relationships are prohibited by State statute. Law enforcement, probation personnel, and counselors are legally prohibited from engaging in relationships with offenders, inmates or clients, as these employees have a position of authority over these individuals. In these relationships, either the Legislature or courts have determined that these individuals are not capable of "consenting" to sex with staff, just as individuals with diminished mental capacity and juveniles are deemed unable to consent.

SECTION VII: BASIS FOR EMPLOYEE DISCIPLINE

7.1 Discipline: Disciplinary actions are based on just cause, in order to promote the efficiency of the services rendered by the City and the operation of its respective departments and offices. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, sexual

orientation, physical or mental handicap or medical condition. No employee will be disciplined for refusing to perform an unlawful act.

7.2 Definition of Just Cause: Just cause is defined as any conduct, action or inaction arising from or directly connected with the employee's work, which is inconsistent with the employee's obligation to the City and reflects the employee's disregard of the City's interest. Just cause includes, but is not limited to, inefficiency, incompetence, misconduct, negligence, insubordination, or performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems, or conviction of a felony or misdemeanor involving moral turpitude and the misdemeanor conviction directly relates to the employee's particular job, trade, or profession.

7.3 Disciplinary Action: The City Manager, department directors and supervisors have the authority to discipline an employee under their supervision. However, only the City Manager has the final authority to demote, suspend or terminate an employee for disciplinary reasons. Copies of any written disciplinary action must be furnished to Human Resources for placement in the employee's file, with evidence of the employee's receipt of the action.

7.4 Consultation with City Attorney: Dismissal, demotion, and suspension require consultation with the City Attorney before taking disciplinary action. Whenever such consultation is not practical because of urgency, necessary action may be taken and the situations/circumstances reviewed with the City Attorney as soon as practical.

7.5 Progressive Discipline: An employee shall be progressively disciplined whenever warranted. All actions involving substandard work performance, leading up to and including dismissal, require documented progressive discipline. The step of corrective action used depends on the severity of the infraction, the employee's previous work record, years of employment, and the employees' status within the organization, e.g., supervisors are expected to conduct themselves at a higher standard. Because of the serious nature of some infractions, the first disciplinary action may be suspension or dismissal.

7.6 Verbal Reprimand: A verbal reprimand is used for minor infractions to inform the employee that his/her actions, behavior or conduct needs to change. Supervisors will keep written notations of verbal reprimands, and will place the written notation of the verbal reprimand in the employee's personnel file. The placement of a verbal reprimand in an employee's file is not grievable. Causes for verbal reprimands include, but are not limited to:

- A. Substandard or unsatisfactory work performance;
- B. Unprofessional behavior;
- C. Malicious gossip and toxic talk;
- D. Repeated absence or tardiness;
- E. Misconduct on the job;
- F. Failure to follow safety rules or procedures;
- G. Failure to meet and/or maintain job requirements as set forth in the job description;
- H. Violation of any personnel Rules, other City rules, policies, regulations or supplemental rules;
- I. Violation of a professional code of ethics accepted by those in the same profession as an employee and as stated in this policy;

- J. Non-cooperation by an employee with fellow employees or other personal conduct which interferes with the performance of his/her or another employee's work;
- K. Failure to adhere to an established work schedule;
- L. Excessive personal phone usage; and
- M. Failure to obtain authorization for overtime or compensation time.

7.7 Written Reprimand: An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a verbal reprimand may be used, or if a verbal reprimand was not effective. Causes for written reprimands include, but are not limited to:

- A. All causes listed for verbal reprimands;
- B. Excessive absence or tardiness;
- C. Sleeping on the job;
- D. Unprofessional behavior;
- E. Negligence in the performance of duty including negligence in the operation of City vehicles or equipment, including preventable accidents;
- F. Negligence or failure to adhere to established safety rules or regulations as well as willful unsafe conduct;
- G. Insubordination and failure to comply with the lawful orders of a supervisor including the refusal to accept after hours assignments;
- H. Refusal to perform tasks or duties assigned or detailed in an employee's job description;
- I. Unauthorized absence from work;
- J. Failure to report duty injuries, accidents or vehicle collisions;
- K. Failure to follow the chain of command within a department;
- L. Unauthorized use or abuse of City property (e.g. phones, cell phones, computers, vehicles, equipment, etc.).
- M. Being untruthful when asked about any work related activities by a supervisor;
- N. Abuse of sick leave, including use of sick leave on a day for which vacation or other leave has been denied;
- O. Failure to follow a departmental SOP; and
- P. Violation of the Code of Ethics (Section 3.10).

Written reprimands for an employee's work performance or conduct shall be placed in the employee's personnel file after providing the employee with a copy of the statement. The employee will be asked to acknowledge having read the comments by signing the statement. If the employee refuses to sign, said refusal, that information shall be noted on the document by the employee's department director. The department director's signature or employee's signature indicates that the employee received the statement, but does not necessarily indicate concurrence with its content. In addition, the department director may read the letter of reprimand to the employee. The employee may respond with a written rebuttal within ten (10) days after the document was entered into the personnel file, which shall also be placed in the employee's personnel file. The placement of a written reprimand in an employee's file is not grievable.

7.8 Suspension: An employee may be suspended without pay for a single serious offense, for misconduct, or for continued inadequate job performance after previous attempt(s) to correct the performance have failed. Such suspension will not exceed two-hundred forty (240) hours. Suspension of an employee is subject to the formal grievance procedures. Causes for suspension include but are not limited to:

- A. All causes listed for verbal and written reprimands;
- B. Continuous documented instances of poor performance;
- C. Negligent damage to property and/or person(s), including preventable accidents;
- D. Physical or mental unfitness for duty;
- E. Consumption or possession of alcohol or controlled substances on-duty or on City property or in City vehicles;
- F. Fighting while on-duty or on City property;
- G. Harassment;
- H. Sexual harassment;
- I. Violation of the Code of Ethics (Section 3.10).
- J. Failure to report confiscation or loss of driver's license when required as condition of employment;
- K. Operation of a City vehicle or a private vehicle while on City business without a valid driver's license; and
- L. Unlawful carrying or possession of a firearm unless authorized by state law or City policy.
- M. Being under the influence of alcohol or controlled substance including illegal drugs as well as abuse of prescription drugs. See Section 11.
- N. Knowingly making any false statement or omission to a supervisor regarding work-related activities.

7.9 Demotion: An employee may be demoted for continued inadequate job performance after previous attempt(s) to correct the performance deficiency have failed, if a lower job position exists, the employee is capable of performing such a job, and it is in the best interest of the City to demote the employee. The demotion of an eligible employee is subject to formal grievance procedures. A demotion may require a decrease in salary, with approval of the City Manager. Employees engaged in misconduct or ethical infractions will not be considered for demotion.

7.10 Dismissal: Dismissal is the final consequence when progressive discipline has failed to change unacceptable behavior or performance, or when the employee has engaged in other behavior that is of a serious nature that is unacceptable for City employees. The dismissal of an employee is subject to the formal grievance procedures. Causes for dismissal include, but are not limited to:

- A. All causes listed for the previous disciplinary actions or if an employee's performance failed to improve after attempts or correction have failed;
- B. Acceptance of a bribe, gratuity, gift, or kick-back;
- C. Abuse of official position or authority for personal profit or advantage;
- D. Theft, abuse or intentional destruction of City property, including electronic media or data;
- E. Unauthorized disclosure of confidential information from City records or documents as set forth by applicable state law; falsification, destruction or unauthorized use of City records, reports, or other City data, including electronic media or data;
- F. Being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction directly relates to the particular job, trade, or profession;
- G. Being convicted of a felony or a misdemeanor involving moral turpitude and the criminal conviction does not directly relate to the particular job, trade, or profession, if the City

determines after investigation that the person so convicted has not been sufficiently rehabilitated to warrant the public trust.

- H. Falsification of City records, including employment application, health history forms or any other document used in the employment process;
- I. Serious acts of negligence causing damage to City property, public or private property or injury to an employee or member of the public;
- J. Intentional acts causing damage to City property, public or private property or injuring an employee or member of the public;
- K. Conduct unbecoming an employee of the City;
- L. Engaging in conduct prohibited under the City's Drug-Free Workplace Policy as provided in Section 11.4, below;
- M. Insubordination or refusal to carry out reasonable directives;
- N. Failure to meet standards of substance abuse rehabilitation programs;
- O. Loss of license or certification necessary to legally perform the duties of the employee's position.
- P. Determination of Hatch Act violation by Office of Special Counsel;
- Q. Behavior that demonstrates deliberate violations of policy, wrongful intent, evil design, or so as to reveal intentional and substantial disregard of the City 's interests, or of employee's duties and obligations to the City;
- R. Willful falsification of, or misrepresentation on, any work records; falsifying data or information requested by the City; forgery or inappropriate alteration of City records or other City documents (including written or audio or audio-visual media); and
- S. Action or inaction that subjects the City to civil liability.

7.11 Examples Not Inclusive: The above examples are typical of the types of infractions sometimes encountered but are not inclusive of all situations that may arise. The City reserves the right to exercise judgment and render disciplinary action or dismissal as deemed appropriate based on the circumstances of each case.

7.12 Pre-Determination (Loudermill) Hearing: Regular employees shall receive a pre-determination hearing prior to possible disciplinary action for cause or other action that may result in suspension without pay, demotion, and loss of pay, involuntary transfer, or dismissal. Prior to delivery of the written notice to the employee, the City Human Resources Manager shall review the cause for such action and may require the proposed level of discipline be increased or decreased based on policy and past action. The City Manager or his/her designee shall hold the hearing for employees of each respective department.

7.13 Written Notice: The employee's supervisor or department director shall present the employee with written notification of their intent to conduct a pre-determination hearing at least five (5) working days in advance of the hearing date. The written notification shall explain the reasons for the hearing, the proposed discipline, the employee's right to attend the pre-determination hearing, a list of all evidence and/or witnesses to be introduced by the Department supporting the Department's position, the time, place and date of the pre-determination hearing and the employee's right to respond to the proposed action. The time, place and date of the pre-determination hearing can be revised upon the written agreement of the parties.

7.14 Immediate Suspension with Pay: In cases where City property, other employees or citizens, or their property are at risk because of the employee's actions, or when in the best interest of the City, the City Manager or in his/her absence, an appointed designee shall put the

employee on administrative leave with pay until the pre-determination hearing is held and a decision is rendered. Any employee, who is placed on administrative leave pending disciplinary action, will be required to be away from their place of employment and will not be allowed to perform any job related duties or retain any City property during that time, but is subject to recall by the City during normal business hours. Administrative leave pending disciplinary action shall not exceed thirty (30) calendar days, unless the City Manager approves an extension of time. The department director, subject to the approval of the City Manager whenever circumstances warrant such leave, may also grant administrative leave with pay.

7.15 Pre-Determination Hearing Procedure: The City Manager or his/her designee shall meet with the appropriate department director and the employee if he or she chooses to participate, at the appointed time. The City Attorney may be present to assist the Hearing Officer/City Manager but shall not advocate on behalf a City Department. Legal counsel for the employee and the department, if any, may also be present. At this hearing, the employee will have an opportunity to respond to the reasons for the proposed action. Witnesses are permitted as determined relevant to the case by the City Manager or his/her designee. If an employee does not attend the pre-determination hearing and no good cause is shown for his/her absence, the hearing shall proceed as scheduled and a determination may be made.

7.16 Pre-Determination Hearing Decision: The City Manager or his/her designee will issue a decision in writing within ten (10) working days of the hearing. The decision will include the time, date and location of the meeting, persons present, and the determination. The written decision shall either be delivered to the employee by a supervisor or department director with the employee's, signature of receipt of the decision) or be sent to the employee by certified mail, return receipt requested.

7.17 Notice of Grievance: Within five (5) working days of receipt of the written decision, the employee must notify the Human Resources Manager or his/her designee in writing of his/her intent to pursue a grievance hearing before a Personnel Appeals Hearing Officer.

SECTION VIII: GRIEVANCE PROCEDURES

The formal grievance procedure is applicable for promotion, suspension, demotion, involuntary transfer or dismissal. A grievance shall not stay the implementation of the pre-determination hearing decision.

8.1 Conditions or Actions Not Grievable: The following matters are not grievable:

- A. Disputes as to whether or not an established City practice or Rules are valid;
- B. Matters in which a method of review is mandated by law;
- C. Matters where the City is without authority to act or does not have the ability to provide a remedy;
- D. Dismissal of temporary, casual or contract employees dismissed at any point during their employment with the City;
- E. Preferences for employment, promotions, voluntary transfers, temporary assignments, and removal from temporary assignments, and layoffs;
- F. Dismissal of a probationary employee prior to the expiration of the probationary period;
- G. Letters of complaint when the employee's department director determines the letters are justified and appropriate to be placed in the employee's personnel file, so long as the

procedure for written reprimands are followed including the employee's right to submit a rebuttal;

- H. Verbal and written reprimands in the employee's file, although within ten (10) days the employee is allowed a rebuttal of the information contained in the reprimand which will be attached to the reprimand;
- I. Denial of permission for outside employment;
- J. Performance evaluations/goals;
- K. Suspension from employment for three days or less.
- L. Denial of educational rewards or tuition reimbursement funding.

8.2 Employees Not Eligible for Grievance Procedure: Unclassified, temporary, casual, probationary, or contract employees are not eligible to request a grievance hearing. Additionally the City Manager is not entitled to the grievance procedure.

8.3 Grievance Procedure: A regular employee may request, in writing, a hearing before a personnel Hearing Officer within five (5) working days of receiving the City Manager's decision resulting from the pre-disciplinary process or from other action as may be grievable under this Policy. The request will state with specificity the reason for the grievance and the remedy requested.

8.4 Appointment of Personnel Hearing Officer: Within fifteen (15) working days of the grievant's notification of intent to pursue a disciplinary hearing, the City Manager will provide the grievant with the name of the Hearing Officer.

8.5 Hearing Officer Qualifications: Hearing Officers shall be personnel professionals, be familiar with public or private personnel systems, or have pertinent experience in the field of management, education or law. The Hearing Officer shall be disinterested in the subject matter of the hearing. The City Manager shall verify the qualifications of the hearing officer. The hearing officer is not required to reside in the City.

8.6 Grievance Hearing Schedule: The City Manager or Hearing Officer will schedule a hearing to be held as soon as practicable after receiving the notification that the employee wants to pursue a grievance hearing. In the event no qualified Hearing Officer is available within the thirty (30) day limit, the hearing will be held at the first opportunity. At a hearing, the grievant and City shall have an opportunity to present witnesses and physical evidence and cross-examine the witnesses before a neutral hearing officer. The City shall be represented by its attorney and the grievant may have an attorney or representative of their choice.

8.7 Grievance Hearing Procedures - Rules of Procedure:

- A. The hearing will not be open to the public, unless the grievant requests a public hearing.
- B. The formal Rules of Evidence shall not apply to the hearing.
- C. The hearing officer shall:
 - 1. make rulings on procedural and substantial issues of the hearing;
 - 2. determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue before the hearing officer; and
 - 3. issue a written ruling, including findings of fact, which form the basis of the hearing officer's conclusions of law.

- D. The grievant, the grievant's legal representative, if any, and the City Attorney are required to be present at the hearing unless otherwise excused by the hearing officer or by agreement of the parties.
- E. The hearing officer shall determine reasonable timelines that the parties or their representatives shall prepare and provide copies of all exhibits and evidence, confidential statements identifying the issues to be heard, a witness list, and a complete list of documents to be admitted as evidence for the hearing officer as well as the opposing party. The hearing officer shall exclude from consideration exhibits and evidence, statements, witness lists, and other documents if not supplied in the manner detailed above.
- F. Each party will be responsible for ensuring that their witnesses are present for the hearing.
- G. Witnesses in grievance hearings are not permitted in the hearing room until called upon to testify, unless the witness is a party (i.e., the grievant, the grievant's department director and/or supervisor, the City Manager, Human Resources Manager, or City Attorney).
- H. An audio or audio-video record of all grievance hearings will be made.

8.8 Conduct of Hearing: The Grievant shall present an opening statement of issues involved in the case, followed by the City. Opening statements are limited to the pertinent issues of fact and law and shall not exceed ten minutes without the permission of the hearing officer.

8.9 Order of Presentation:

- A. The City will present first. Witnesses for the City may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the Grievant will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- B. Witnesses for the Grievant may be called and questioned concerning their involvement in or knowledge of the case. Following each witness's testimony, the City will have the opportunity to cross-examine the witness. The hearing officer will then have an opportunity to question the witness. The hearing officer shall restrict all questions to those necessary to clarify the testimony previously given. Follow up or redirect questioning will be allowed at the discretion of the hearing officer.
- C. Following the presentation of the City's and the Grievant's positions, rebuttals may be offered. Such testimony shall be brief and shall address only the issues brought forth in the City or Grievant's presentation.
- D. The City's closing statement shall be presented followed by the Grievant's closing statement. These statements shall not exceed ten (10) minutes without the permission of the hearing officer and shall contain a request for the desired outcome.

8.10 Communication of Hearing Officer's Decision: The hearing officer's decision will be issued within thirty (30) calendar days of the hearing and will be signed by the hearing officer, and transmitted to the grievant, the City Manager and department director. The hearing officer may uphold, modify or reverse the decision of the City Manager or designee, and may reinstate the employee and award back pay and benefits. No attorney's fees, costs or other

damages may be awarded. The standard of proof in a grievance hearing is a preponderance of the evidence. The record of the proceedings will be retained by the City Human Resource's office for a period of not less than five (5) years from the hearing date, along with all of the physical evidence admitted by the hearing officer. The verbal record may be transcribed only in the case of appeal to the District Court by one of the parties. The party requesting the transcription shall pay for the transcription.

8.11 Appeal of Hearing Officer's Decision: Either party may appeal the hearing officer's decision to the District Court by filing with the District Court and the Human Resources Manager a Notice of Appeal within thirty (30) calendar days of the hearing officer's decision. A party may cross-appeal within thirty (30) days of the date another party files a Notice of Appeal. Both parties shall be forever estopped from appealing the hearing officer's decision after thirty (30) calendar days from the hearing officer's decision if no Notice of Appeal is timely filed.

- A. These Rules, if certified to be complete by the City Clerk, and in effect at the material times, may be included in the record on appeal at the request of any one of the respective parties at any time before forwarding the record to the District Court.
- B. The appeal shall be one of review of the record (transcript) along with all the exhibits as admitted. No trial de novo will be accorded.

SECTION IX: COMPENSATION & BENEFITS

9.1 Purpose: The purpose of the compensation plan is to establish equitable compensation for all positions in the City. Such a plan may establish a salary schedule containing a minimum and maximum wage or salary for each position. Pay ranges are intended to furnish administrative flexibility. However, all wages and salaries are approved by the Board during the budget process or otherwise. The Board has sole authority to budget and authorize wage and salary increases. The Board acknowledges all changes in compensation and may set pay schedules and Rules regarding any raises and promotional increases for the entire fiscal year for all City employees.

9.2 Hours of Work: Employees will work their scheduled hours pursuant to work schedules established by their department director and approved by the City Manager. Full-time employees will work a minimum of forty (40) hours per week. Actual work periods may fluctuate at the discretion of the department director, with approval of the City Manager. Part-time employees are scheduled to work pursuant to scheduling set forth by their department director. Law Enforcement Personnel may work an alternative schedule in accordance with FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).

9.3 Overtime Pay: Only FLSA non-exempt employees shall be compensated for all time actually worked, whether or not the time is authorized. Failure to obtain authorization for overtime shall result in disciplinary action, up to and including dismissal. The rate shall be one and one-half (1½) times regular pay for each hour of overtime. Only actual time worked will be used to calculate overtime; holiday, annual, sick and other leave hours shall not be considered actual working hours.

- A. Regular employees: such payment shall be made only in cases when an FLSA non-exempt employee works over forty (40) "actual hours" in a normal workweek.

- B. **Law Enforcement Personnel:** An FLSA non-exempt, law enforcement employee shall be paid overtime according to FLSA regulations in excess of eighty-six (86) hours per pay period permitted by 29 U.S.C. Section 207(k).

9.4 Consistency with Fair Labor Standards Act: The provisions of Section 9.3 are subject to change or revision by the Fair Labor Standards Act and any federal regulation or revision thereof.

9.5 Emergency Call-out Pay: An employee called out will be paid for the greater of two (2) hours at one and one-half (1.5) times his/her regular rate or for actual hours worked at one and one-half (1.5) times his/her regular rate. Police officers are exempt from call-out pay eligibility, except as defined in Section 9.3 B.

9.6 Stand-by Pay: An employee on stand-by will be compensated at his/her regular rate for eight (8) hours during any regular seven-day workweek.

- A. No employee may be placed on stand-by for more than one week (seven consecutive days) at a time, except by special arrangement with the department director. Police officers are exempt from stand-by pay eligibility, except as defined in Section 9.3 B

9.7 P.E.R.A. Benefits: All City employees, with the exception of those employees, who are subject to exclusion under P.E.R.A. rules, are required to join the Public Employees Retirement Association of New Mexico (P.E.R.A.).

9.8 Insurance Benefits: The City offers group insurance benefits to all employees as long as the employee is regularly scheduled to work at least 20 hours per week and whose term of employment when hired is for six or more months. Independent contractors and causal employees are not eligible under the City benefit plan. Insurance plans may be changed at the discretion of the Board or the insurance carrier.

9.9 Fringe Benefits: The City will follow the Internal Revenue Service's rules with regard to fringe benefits. Taxable fringe benefits will be included on the employee's W-2 form. (Examples of fringe benefits may include uniforms, uniform allowances, vehicle usage, City cell phones, etc.) If an employee has a question regarding fringe benefits and how that may affect them, the employee should contact the Human Resources Manager. Vehicles assigned as take-home vehicles must be properly identified with a logo as City of Truth or Consequences vehicles, with the exception of law enforcement undercover vehicles.

9.10 Compensatory Time: Compensatory time in lieu of cash compensation may only be given if there is no remaining overtime in the Department's budget and shall be authorized only under rare circumstances, which call for immediate action or in special situations required by the nature of the operation or the status of the activity.

- A. Compensatory time in lieu of cash compensation may be given only if there is an agreement entered into voluntarily between the employee and department director.
- B. The employee must have entered into this agreement before compensatory overtime work is performed.
- C. Compensatory time off for FLSA non-exempt employees shall be at a rate equal to one and one-half (1.5) hours for each hour of employment for which overtime

compensation is required. However, if the additional hours worked would not qualify as overtime (i.e. leave was taken during the workweek), but the employee takes time off in lieu of payment such compensatory time would be accrued at the straight time rate.

- D. A maximum of 40 hours of compensatory time may be accrued before the employee will be required to exhaust the leave.
- E. The FLSA-covered employee who has accrued compensatory time off, and who has requested the use of compensatory time, shall be permitted to use the time within a reasonable period after making the request, if the use of compensatory time does not unduly disrupt the operations of the City, as determined by the employee's supervisor.
- F. After accrual of 40 hours of compensatory time, any overtime worked must be paid. If compensation is paid to an employee for accrued compensatory time, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such a payment.
- G. A department head shall make every reasonable effort to schedule time off, for an employee to use accrued compensatory time immediately after accrual.
- H. No employee whose position is designated as exempt shall be paid in any way for hours worked in excess of 40 in a workweek. It is the practice of the City to allow professional flexibility in work schedules for exempt employees to balance their professional and personal commitments. It is, however, generally expected that exempt employees are present and available during daily "core times".

9.11 Flex Time: Excess time accrued by a non-exempt employee above the employee's regularly scheduled daily work hours in, which the employee requests for department director approval to use the accrued hours as alternate leave on a day and time within the same pay period.

- A. Directors may, at their discretion, permit non-exempt employees who are requesting to use accrued flex time on a case-by-case basis, where the employee was engaged in approved work-related assignments that required the employee to work extended hours outside of their normal work day. Flex hours must be used within the same city pay period in which they were accrued and the employee must properly reflect the correct number of hours worked per day on their timesheet entry.

SECTION X: LEAVE AND HOLIDAYS

10.1 Holidays:

- A. The Board shall approve holidays at their discretion, for the calendar year. All employees, except temporary and casual employees, are eligible for holiday pay.
- B. An employee that works on a holiday will receive holiday pay plus their choice of:
 - 1. One hour of time off for each hour worked on the holiday, or
 - 2. Pay for actual time worked at their regular rate.
- C. If a holiday falls on an employee's regularly scheduled day off, the employee will receive eight (8) hours straight time.

10.2 Personal Holiday Leave: All regular employees who have completed the probationary period will have an eight (8) hour and part-time employees eligible for benefits will receive four (4) hours personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time, upon approval by the employee's supervisor. The entire eight (8) hours, four (4) hours for part-time employees must be taken when requesting personal holiday leave. Personal holiday time may not be taken in hourly increments. Personal holiday leave shall not carry over beyond the current calendar year.

10.3 Annual Leave with Pay: Annual leave may not be used before it is accrued and must be approved with at least seven (7) days or more notice by the employee's supervisor prior to being taken. Employees accrue annual leave with pay in accordance with the following schedule, based upon continuous length of City service:

Full Years of Service	Hours/pay period	Working days/Year
0 to 3 Years	4.0 hours	13 days/ 104 hours
3 to 15 Years	6.0 hours	20 days/ 160 hours
15 Years +	8 hours	26 days/ 208 hours

Employees hired after adoption of this ordinance shall accrual annual leave in accordance with the following schedule:

Full Years of Service	Hours/pay period	Working days/Year
0 to 5 Years	4.0 hours	13 days/ 104 hours
5 to 10 Years	5.0 hours	16.25 days/ 130 hours
10 Years +	6.0 hours	19.5 days/ 156 hours

- A. Employees employed in regular part-time status accrue annual leave on a prorated basis.
- B. Only completed calendar months of service before and after interruptions or breaks will be counted. In computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another, the following will apply:
 1. Where the employee has been employed with the City without any interruption or break in continuity of service, the date from which their years of tenure are counted will be the first day of the first completed calendar month worked.
 2. Periods of leave without pay in excess of thirty (30) days will not be counted as service.
- C. An eligible employee will progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

- D. The amount of accrued annual leave permitted to be carried over from one calendar year to the next shall not exceed 240 hours, unless exigent circumstances prevented annual leave use and is approved by the City Manager.
- E. Upon separation of employment, an employee will be compensated for all unused and unforfeited annual leave, not to exceed 240 hours.
- F. Upon death of an eligible employee, compensation for unused total annual leave, not to exceed 240 hours, shall be payable to the employee's estate.

10.4 Accrual Limitation: Total number of accrued annual leave hours shall not exceed a maximum of 240 hours. Therefore, any hours exceeding 240 hours, at any time, will be forfeited, unless approved by the City Manager. Exceptions to this policy must result from a legitimate business necessity.

10.5 Separation from Service or Change in Service Pay: Employees shall be paid for all accrued annual leave upon separation from City service, not to exceed two hundred-forty (240) hours.

10.6 Leave Donation: Employees are permitted to donate or receive annual or sick leave for City employees with severe or extraordinary illnesses, or to provide care for relatives or household members with severe or extraordinary illnesses, if the employee has exhausted their annual and sick leave.

- A. An employee may donate as many annual or sick leave hours as desired, as long as the employee retains an annual and/or sick leave balance of at least 40 hours.
- B. Requests to receive donated leave require department director and City Manager approval. The City reserves the right to approve or deny donated leave requests. The City Manager will render a decision based on the employee's length of service, performance/disciplinary history and review of the employee's leave usage.
- C. A certificate of illness or injury will be required from a physician in order to qualify to use donated hours.
- D. Under no circumstances, including termination, can donated hours be converted into cash. Unused hours will be returned to the employee(s) making the donation.
- E. Upon death of an eligible employee, compensation for unused total annual leave, not to exceed 240 hours, shall be payable to the employee's estate.

10.7 Sick Leave with Pay: Employees shall accrue a maximum of four (4) hours of sick leave with pay per pay period. Part-time employees accrue sick leave at the rate of 2.0 hours per pay-period. Casual and temporary employees do not accrue sick leave.

- A. Sick leave shall be authorized by the employee's supervisor, when such leave is requested, when an employee is unable to perform normal job duties due to medical considerations such as, but not limited to, the following: illness, injury, prearranged medical or dental examination, quarantine, therapy, counseling, treatment, or when a member of the employee's immediate family is ill and requires the personal attention of the employee.
- B. The City has no maximum cap on accrued sick leave; all hours are allowed to be carried-over from one calendar year to the next. Upon separation or retirement of an employee serving five (5) or more continuous years of service, will be compensated for one third (1/3) of the first 480 accrued sick leave hours; a maximum of 160 hours. Employees with

less than five (5) continuous years of service will forfeit all accrued sick leave at separation of employment. Employees are not permitted to donate sick leave at time of separation.

10.8 Sick Leave Authorization: Sick leave may not be used before it is accrued and must be authorized or denied according to City policy. Unless otherwise prescribed by separate department policy, the following procedures shall apply:

- A. Reporting Sick Leave. For police officers, sick leave shall be reported as soon as possible, but no later than two (2) hours prior to the employee's work shift. All other employees, sick leave shall be reported as soon as possible, but no later than thirty (30) minutes following the start of their normal work day.
- B. Sick leave shall be requested and entered in the City's system. If an employee uses any falsehood to support a request for leave, any leave authorized may be rescinded and the employee may be subject to disciplinary action. Leave may be granted contingent upon the employee presenting sufficient justification.

10.9 Use of Sick Leave During Probationary Period: Probationary employees accrue sick leave as set forth in 6.1 D and may use sick leave if accrued.

10.10 Certification of Illness for Sick Leave: A physician's written certification may be required prior to receipt of sick leave pay at the discretion of the department director.

10.11 Bereavement Leave: In the event of a death in the employee's immediate family, he or she will be entitled to bereavement leave. Up to three (3) days may be granted for an employee to attend the funeral of a member of his/her immediate family in state and up to five (5) days if the funeral is out-of-state. These days will be classified as Administrative Leave with pay and require City Manager approval.

10.12 Family Medical Leave:

- A. The City provides family medical leave of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to the birth or adoption of a child or the illness of a child, spouse, domestic partner, parent or the employee themselves. Regular full-time and part-time employees are eligible to request family leave as described in these Rules.
- B. Eligible employees are allowed family/medical leave according to provisions of the Family Medical Leave Act (FMLA). As soon as an eligible employee becomes aware of the need for a family medical leave of absence, the employee shall request leave from their supervisor. Employees requesting family medical leave related to the illness of a child, spouse, domestic partner, parent or the employee themselves shall be required to provide a healthcare provider's certification of employee/family member's serious health condition. Eligible employees who do not request family medical leave in advance of a qualifying event will automatically be placed on family medical leave as soon as the Human Resources Manager determines that their leave qualifies for protections under FMLA.
- C. The City may require an employee to submit to a fitness for duty return to work exam when the need for FMLA leave is based on the employee's own serious health condition

that may affect the essential functions of the employee's job. The City must notify the employee of this requirement at the beginning of the leave.

- D. Eligible employees are allowed up to twelve (12) weeks of family medical leave or up to twenty-six (26) weeks of leave, in a single 12-month period, to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligibility for leave will be determined on a twelve (12) month rolling-back calendar. The employee will be required to take any available annual or sick leave as part of the approved period of leave. If the family medical leave is unpaid, the employee is subject to all rules pertaining to leave without pay, section 10.20.
- E. Subject to the terms, conditions and limitations of the applicable plans, the City will continue to provide health insurance benefits for the full period of the approved family/medical leave, subject to all rules pertaining to leave without pay, Section 10.20.
- F. When family medical leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee qualifies.

10.13 Administrative Leave with Pay: Administrative leave with pay may be granted by the department director, subject to the approval of the City Manager, pending an investigation or disciplinary action or fitness for duty evaluation, as subject to all rules pertaining to Immediate Suspension with Pay, Section 7.14.

10.14 Workers' Compensation Program: [§§52-5-1 et. seq., NMSA 1978]

- A. The City provides a comprehensive worker's compensation insurance program at no cost to employees. This program covers any injury or anyone suffering from occupational diseases sustained in the course of employment as approved by the insurance carrier. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or if the employee is hospitalized immediately.
- B. Employees who sustain work-related injuries or occupational diseases must inform their supervisor immediately, who will notify Human Resources. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. A "Notice of Accident" form shall be filed with the Human Resources Manager immediately following the work-related injury. Employees sustaining an injury /illness NOT requiring medical care need not seek medical attention; the "Notice of Accident" form will provide sufficient documentation.
 - 1. The employee and the employee's supervisor shall sign the report. In addition, the supervisor's Accident Investigating Report" will be filed on the following workday. All accidents shall be reported, however minor.
 - 2. Human Resources will complete an E-1 workers' compensation report form and report it to NMML in a timely manner.
 - 3. Supervisors will thoroughly investigate the injury/illness and complete a "Supervisor Report of Injury" form. In every case, the "corrective Action Taken" section of the report shall be completed.
- C. Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary

participation in any off-duty recreational, social, athletic activity, or similar events off-duty.

- D. Subject to the terms, conditions and limitations of the applicable plans, the City will continue to provide health insurance benefits while the employee is receiving worker's compensation benefits, subject to the provisions of Section 10.15. Eligible employees will automatically be placed on family/medical leave as soon as the Human Resources Manager determines that their leave qualifies for protection under the Act.

10.15 On-The-Job Injury Leave: An employee injured on the job may use accrued sick leave until exhausted and then the use of annual leave is permissible for each regularly scheduled working day after the injury occurs for all such days that are not paid by Workers' Compensation Insurance. If the employee is on worker's compensation time for more than four (4) weeks, and is entitled to compensation for the first seven (7) days and has used accrued leave for the first seven (7) days of injury, the workers' compensation payments received for all such days shall be paid directly to the City by the workers' compensation carrier. In the event an employee uses accrued leave, in lieu of workers' compensation, the leave used shall be re-credited to the employee upon the City's receipt of the reimbursement by the Workers' Compensation carrier after the expiration of the statutory waiting period.

10.16 Voting Leave: For purposes of national, state or local elections, an employee, registered to vote, will be granted up to two (2) hours paid leave for voting, between the time of opening and the time of closing of polls. The employee's supervisor may specify the hours for the leave. This leave will not be granted to any employee whose workday begins more than two (2) hours subsequent to the time of the opening of the polls or ends more than three (3) hours before the closing of the polls.

10.17 Court Service Leave with Pay: Pay for jury duty shall be authorized only for those days that the employee is scheduled to work. If excused by the court during a working day, the employee shall return to work. Employees serving as jurors shall file for jury pay and turn in any pay received to the City. Any jury duty worked beyond their regular work hours shall be refunded back to the employee.

A. Procedures for Jury Duty Time:

1. Juror Service Verification form from the Court must be attached to the Leave Request Form.
2. Reconciliation of time by Payroll will include matching Jury Hours Summary Sheet received by the Court to time sheet, leave form and Juror Service Verification form.

- B. Court Appearance Time. When required by City duties and subpoenaed to appear before a Court, personnel Hearing Officer, public body or the Board for testifying about City matters, the employee will be compensated as regular work time.

10.18 Leave Without Pay: The department director with the approval of the City Manager, may grant an employee leave without pay for a period not to exceed ten (10) days, when the department director deems that such leave without pay is in the best interest of the City.

- A. Failure to Report Timely: Failure on the part of the employee to report to work immediately to the assigned shift following the last day of the request, upon the

expiration of approved leave without pay, shall be subject to disciplinary action up to and including termination.

10.19 Life Threatening Illnesses in the Workplace: Employees with life-threatening illnesses, such as cancer and heart disease, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The City supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, the City will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

- A. Medical information on individual employees is treated confidentially. The City will take reasonable precautions to protect such information from inappropriate disclosure. Management, as well as other employees, has a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to corrective or disciplinary action up to and including dismissal of employment.
- B. The Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA) require the City to maintain the privacy of protected health information. A copy of the City's HIPAA Notice of Privacy Practices can be obtained from Human Resources.

10.20 Inclement Weather: The City Manager may close offices, authorize late reporting or early release due to inclement weather, and all employees will be compensated for normal work hours as administrative leave with pay and shown on a Leave Report Form. Inclement weather leave with pay will not exceed eight (8) hours in one workday.

10.21 Leave For Unforeseen Circumstances: The City Manager may close individual offices, authorize late reporting or early release due to unforeseen conditions beyond the City's control that prevent the employees from performing their duties as administrative leave with pay and entered into the City's system.

10.22 Military Leave:

- A. The Uniformed Services Employment and Reemployment Rights Act (USERRA) protects the job and benefits, for up to five years (or more in some cases), of a service member who must leave his or her civilian job because of military orders to report for training or active duty, voluntary or involuntary, in peacetime or wartime.
- B. Military Leave for Reserve or National Guard Activities (§ 20-1-1 NMSA 1978). USERRA requires service members, or a responsible representative of the military unit, to provide advance written or verbal notice to their employers for all military duty unless giving notice is impossible, unreasonable, or precluded by military necessity. Paid Military leave is granted for authorized reserve or National Guard activities for a maximum of fifteen (15) working days with pay during a one (1) year period based on the federal government's fiscal year from October 1 to September 30. Military leave must be requested twenty (20) working days in advance, unless a national or state emergency exists and an immediate call-up is initiated in which case notice as soon as possible is required. The employee must furnish proof of duty orders or other documentation prior to leave being granted unless the leave is for emergency purposes.

- C. Extended Unpaid Military Leave. Employees voluntarily or involuntarily serving on active duty for more than fifteen (15) working days may use accrued annual leave. When military leave has been exhausted, employees have the option of being placed on leave without pay (LWOP) or using accrued leave. Employees may use all of their annual leave on consecutive days or use up to twenty-seven (27) hours per pay period in order to maintain their group insurance benefits. Employees who exhaust their annual leave shall then be placed on LWOP for the remainder of time they are on active duty. Employees shall not receive pay or accrue leave while on LWOP. Employees wanting to maintain insurance benefits while on military duty will be required to pay the employee's share of their premium.
- D. Service members are entitled to return to their City job and receive pay raises, promotions, pension credit and other seniority benefits as if you had been continually employed, provided certain eligibility criteria be met. Protection under the USERRA applies if:
1. The job the employee left was for more than a brief, non-recurrent period, with no reasonable expectation that such employment would continue indefinitely or for a significant period.
 2. The employee left this job for the purpose of entering active duty.
 3. The employee is discharged under honorable conditions.
- AND
4. The employee applied for reemployment within the applicable time limit.
- E. If these criteria are met, the USERRA provides the following protections:
1. The employee is entitled to return to the prior position with the same seniority, benefits, pay, and, additionally, any promotion or raise which could have been reasonably expected if the employee had remained continuously on the civilian job.
 2. The City is required to offer disabled veterans the "nearest approximation" of the job the service member could have reasonably expected with continuous employment.
 3. Service members are protected from being discharged for the protected period allotted by USERRA according to the time served on active duty, unless the City proves misconduct or violation of policies.
 4. To be re-employed in the same position, the employee's return to work must occur within the following guidelines:
 - a. For a service period of 1-30 days, the employee must report to work immediately by the first regularly scheduled work day;
 - b. For a service period of 31-180 days, the employee must make application for re-employment within 14 calendar days after he/she is relieved from training or duty;
 - c. For a service period of 181 days or more, the employee must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty;
 - d. An employee, who is released from hospitalization of a service-related injury, continuing after discharge for a period of not more than one (1) year, must make application for re-employment ninety (90) calendar days after he/she is relieved from training or duty.

- F. Employees may qualify for up to twelve (12) weeks of leave for qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation under the FMLA.

10.23 Light Duty Return-To-Work: Employees who are on leave due to an on-duty injury or illness may be eligible to return to work on light duty status after their physician certifies their fitness to do so. The department director and the Human Resources Manager will determine if there is a position or duties suitable for an employee to perform light duty work. The City retains full discretion as to whether or not an employee is eligible for light duty status.

- A. **Coordination with Attending Physician:** An employee on leave due to a work-related disability can return to work only when the City receives the attending physician's written medical release authorizing such return. The Human Resources Manager is responsible for providing the physician with a copy of the employee's job description, copies of job descriptions for potential restricted duty assignments, and written information explaining the City's return-to-work program.
- B. **Return-to-Work Options:** Arrangements to facilitate an employee's early return to work are made in consultation with the employee's attending physician and/or other qualified medical professionals retained by the City or its insurance carrier. The following options will be explored:
1. **Return to prior position:** An employee is offered the opportunity to return to his or her prior position if the attending physician certifies that the employee can perform the essential functions of the job with or without reasonable accommodations. The Human Resources Manager or his/her designee is responsible for working with the employee's supervisor and attending physician (and third-party consultants, as necessary) to provide any reasonable accommodations.
 2. **Restricted duty:** Any employee who is not yet able to return to their former duties are offered, subject to the restrictions set out in Section 5.2 of these Rules, a temporary restricted duty assignment that has been approved by the employee's attending physician. The Human Resources Manager is responsible for working with the employee's supervisor, and the employee's attending physician to develop and implement the restricted duty assignment. The assignment can consist of the employee's regular job, with reduced working hours or reduced activities, or an alternative restricted duty position.
- C. **Limitations on Restricted-Duty Assignments:** The following limitations apply to restricted duty assignments:
1. **No guarantee of work:** As provided in Section 5.9 of these Rules, the City will endeavor to return employees to gainful employment as soon as possible by exploring possible restricted duty assignments. However, the City does not guarantee the availability of restricted duty work.
 2. **Pay rates and Workers' Compensation benefits:** Employees on restricted duty are not guaranteed the rate of pay they received for the position they held at the time they sustained their work-related injury or illness. The pay rate for a restricted-duty assignment is based on the knowledge, skills, and abilities required for the job as well as general market conditions. Employees who return to work before they have

reached maximum medical improvement (MMI) may be eligible for temporary partial disability benefits under the state Workers' Compensation program, if they earn less than they earned in the position held at the time they sustained the work-related accident or illness. Employees in restricted duty positions are not permitted to supplement their workers' compensation benefits by using their accrued annual, personal, or medical/sick leave.

3. Four (4) week limit: Restricted duty assignments are temporary arrangements intended to complement and facilitate the healing process. Restricted-duty assignments cannot exceed four (4) weeks without approval from the department director and approved by the City Manager.

- D. Employee Refusal of Work/Training: In the event that an employee refuses to return to regular or restricted duties in response to a written, bona fide offer of employment by the City sent via certified mail, the employee is separated from the City and his/her position will be filled permanently (NOTE: An exception to this rule applies in the case of employees who have not yet exhausted their FMLA leave entitlement, refer to subsection F.).

A written offer of employment shall be on a form promulgated by the City Manager and must clearly state:

1. The position offered and the duties of the position;
2. The City's agreement to any limitations or conditions set out in the attending physician's certification of the employee's fitness to return to work;
3. The job's essential functions; and
4. The job's start date, wage, working hours, supervisor and location;
5. Length of assignment and required training.

- E. Coordination with FMLA: Nothing in these Rules should be construed as denying employees their rights under the FMLA or any other federal or state law.
- F. It is the City's policy to designate an employee's absence from work due to a work-related injury or illness as FMLA leave to the extent allowed by federal law. Employees entitled to FMLA leave can voluntarily accept restricted duty assignments while they are recuperating, but they cannot be required to do so. Employees who lose their workers' compensation benefits because of declining a restricted duty assignment are required to substitute any available paid leave, such as accrued annual, personal, or medical/sick leave, for unpaid FMLA leave.
- G. Until employees have exhausted their twelve (12) week FMLA entitlement, they have the right to be reinstated to their original job or an equivalent job providing they are able to perform the job's essential functions.

10.24 Change in FLSA Status:

- A. Upon change from FLSA non-exempt to FLSA exempt status, employees shall be paid a lump sum for the unused portion of their accrued compensatory leave, overtime, sick leave and vacation leave. For employees that qualify, sick leave will be compensated in accordance with Section 10.7 B.
- B. The lump sum payment shall be calculated based on the non-exempt salary rate.

- C. Upon change from non-exempt to exempt status and transfer to a new department, employees shall be paid the lump sum for the unused portion of their accrued compensatory leave by their previous department.
- D. If an employee's change in status is contingent upon a Ninety (90) day trial period, pursuant to section 5.2 of this Ordinance, the lump sum payment shall not be made until successful completion of the trial period.

SECTION XI: SUBSTANCE ABUSE POLICY

11.0 Purpose

- A. The City has adopted this employee substance abuse policy and a drug and alcohol testing policy for the following City Departments: Electric, Fleet, Police, Solid Waste, Street, Waste Water, Water, and all other safety sensitive and non-safety sensitive employees. A safety sensitive employee is an employee who performs duties for the City, with safety ramifications for themselves, fellow employees and the general public. These positions may include, but are not limited to employees who operate equipment/vehicles, have access to confidential information and/or receive calls for public service.
- B. The purpose of this policy is to assure worker fitness for duty and to protect our employees and the public from the risks posed by the misuse of alcohol, the use of prohibited drugs and the misuse of legal drugs. The City is concerned only with those situations where use of alcohol and other drugs interfere with any employee's health, job performance and adversely affects the job performance of other employees or is considered so serious as to be detrimental to the City's operations and the safety of himself/herself and others. There is no intent to intrude upon the private lives of employees.

11.1 Safety Sensitive Employees: Adherence to this testing policy is a condition of employment for all safety-sensitive positions. Safety-sensitive functions refer to any functions contained within an employee's realm of responsibilities that have an impact upon the safety and general welfare of the public.

11.2 Policy: The City is dedicated to providing safe, dependable and economical services to our public. City employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment, which promotes personal opportunities for growth. In meeting these goals, it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a work environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

- A. An employee using prescription drugs or over-the-counter medications that could affect work performance, must inform their director (information received shall be kept confidential). An employee with a temporary ailment or permanent medical condition that may affect job performance also must notify their director. A doctor's statement may be required at the City's discretion. Failure to notify the director can lead to injury or property damage, or suspicions of substance abuse that might unnecessarily lead to

substance testing. Upon such notification the City may require the employee to take medical or other leave.

- B. All safety-sensitive employees will receive training on the effects and consequences of prohibited drug or alcohol use on personal health, safety and the work environment, and the signs and symptoms, which may indicate prohibited drug, or alcohol use. The City will schedule mandatory classes but it is ultimately the responsibility of the employee to attend a class provided for by the City.
- C. All department heads and supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol/drug testing will receive training on the physical, behavioral, speech and performance indicators of probable prohibited drug or alcohol misuse.

11.3 Prohibited Substances: “Prohibited substances” addressed by this policy include the following:

- A. Illegally used controlled substances or drugs: Includes, but is not limited to: marijuana, except when prescribed in accordance with New Mexico law, amphetamines, methamphetamines, opiates, phencyclidine (PCP), and cocaine, as well as drugs not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. The collection agency shall adhere to all requirements outlined in 49 CFR, Part 40 DOT Guidelines in determining what constitutes a positive test.
- B. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance, including synthetic drugs, which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected shall be reported by the employee to their supervisor and medical advice shall be sought by both the employee and supervisor, as appropriate, before performing safety-sensitive functions. A legally prescribed drug means that an individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. The misuse or abuse of legal drugs while performing official business is prohibited.
- C. Alcohol: The use of beverages or medications containing alcohol, subject to Paragraph 11.3(B) above.

11.4 Prohibited Conduct:

- A. Manufacture, Trafficking, Possession, and Use. Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or sale of prohibited substances while on duty, on City premises, or in City vehicles. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.
- B. Intoxication/Under the Influence: Any safety-sensitive employee who fails a drug test or has a breath alcohol concentration of 0.04 or greater shall be removed from their safety-sensitive position and referred to an SAP (substance abuse professional). Such test result will subject the employee to disciplinary action up to and including termination. A safety sensitive employee with a breath alcohol concentration of 0.02 or greater, but less than 0.04 shall be immediately removed from their safety-sensitive position for a minimum of 8 hours or until they can pass an alcohol test with a BAC of less than 0.02. If a breath analyzer is unavailable, testing will be conducted via blood test.

- C. **Alcohol Use:** No employee should report for duty or remain on duty when his/her ability to perform assigned duties is adversely affected by alcohol or when his/her breath alcohol concentration is 0.04 or greater. No employee shall use alcohol while on duty, or while performing County duties. No employee shall use alcohol within four hours of reporting for duty; or during the hours, they are scheduled on call; or up to eight hours following an accident or until tested. Employees, who are not scheduled on call, shall upon being notified to report to duty, acknowledge alcohol use and their inability to perform his/her duties and shall be excused from doing so without further consequences. No County employee under the age of 21 shall have a breath alcohol concentration of .02 or greater at any time while performing duties for the County. Violation of these provisions is prohibited and punishable by termination.
- D. **Compliance with Testing Requirements:** Safety-sensitive employees shall be subject to urine drug testing and breath alcohol testing. Non-safety sensitive employees may be subject to urine drug testing and breath alcohol testing based on reasonable suspicion. Refusal to comply with a request for testing, failure to provide sufficient quantity of breath or urine, failure to appear timely, failure to cooperate with any part of the testing process, refusal to sign the drug testing chain of custody form, refusal to sign Step #2 on the alcohol breath testing form, inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation, tampering with or attempting to adulterate the specimen or collection procedure or not reporting to the collection site in the time allotted, shall constitute a verified positive test result.

11.5 Testing Which Results In a Dilute Specimen:

A. **Definitions:**

Dilute Drug Screen – A drug screen that is identified by the testing lab as an irregular specimen pertaining to the specimen's specific gravity and creatinine concentration. (The irregularity in specific gravity minimizes the reliability of the testing procedure and therefore reduces the reliability in the results.)

Primary Test – A test that is conducted under Sections 11.10, 11.11 or 11.12.

Monitored Tests – The City will offer all employees who are required to take a second level test the opportunity to have the test monitored by a supervisor.

B. **Dilute Drug Screen Procedure:**

A dilute drug screen for Electric, Fleet, Police, Solid Waste, Street, Waste Water, Water, and all other safety sensitive City employees who are covered by this policy will be handled as follows:

1. **Primary Test:**

Identified as Dilute:

- a. The employee shall enter into a re-entry contract as defined in Section 11.17 and 11.18 or
- b. If the employee's physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test, at the City's expense, to contest the results.
- c. The employee without a physician's certification may submit to a hair sample test to contest the results if the employee pays, in advance, for the cost of the test.

2. Second Level Test (test for re-entry purposes or follow-up tests defined within a re-entry contract):
 - a. Monitored Dilute – The City will accept the test results as provided by the lab; tests will be monitored.
- C. Dilute Specimen Test for Employment Applicants: Any applicant for employment with the City whose pre-employment drug and alcohol screen test is identified as dilute, shall not be eligible for employment and is precluded from re-application for employment for:
 1. a period of one (1) year from the date of the test, or
 2. the applicant may submit to a hair sample test to contest the results if the applicant pays, in advance, for the cost of the test. In the event the hair sample test results are negative, the applicant will be eligible for immediate hire.
 3. if the employee's physician certifies in writing that there is a valid medical cause for the dilute result, unrelated to illegal drug use or prescription drug abuse, the employee may submit to a hair sample test to contest the results.

11.6 Treatment Requirements: All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for substance abuse or alcohol misuse. Any employee who refuses or fails to comply with the City's requirements for treatment, after care, or return to duty will be subject to termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

11.7 Proper Application of the Policy: The City is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, department directors/supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any department director/supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy concerning subordinates, will be subject to disciplinary action, up to and including termination.

11.8 Testing Procedures:

- A. Safety-sensitive employees of the City shall be subject to drug (urine) and alcohol testing for reasonable suspicion, return to duty, follow-up or random and may be subjected to testing following an accident. Follow-up testing will be conducted for a period of one to five years, with up to six tests performed during the first year and as many as four in subsequent years. The Substance Abuse Professional (SAP) may determine the frequency and duration of follow-up testing.
- B. Testing shall be conducted using techniques, equipment and certified laboratory facilities to ensure a high degree of accuracy and reliability. Alcohol testing may only occur during or immediately before/after performing safety sensitive duties and up to eight hours following an accident. Drug testing may occur any time while performing duties for the City and up to 32 hours following an accident.

11.9 Pre-Employment Drug & Alcohol Screening: All applicants for employment with the City shall be required to take a drug and alcohol screening test when they report for their pre-employment medical examination or when otherwise directed by the City Manager or his/her designee. Any applicant for employment with the City, whose pre-employment drug and alcohol screen test is identified as positive, shall not be eligible for employment and is precluded from re-application for a period of one (1) year from the date of the test.

11.10 Employee Requested Testing: Any safety-sensitive employee who questions the result of a required drug test under paragraphs 11.10 through 11-15 of this policy may request that an additional test be conducted. This test will be conducted at a different certified laboratory. The test will be conducted on the split sample that was provided by the employee at the same time as the original sample. The method of collecting, storing, and testing the split sample will be consistent with acceptable testing standards. The employee's request for a split sample test must be made to the Medical Review Officer* within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee. An employee requested test will be at the expense of the employee.

11.11 Reasonable Suspicion Testing: All employees shall be subject to urine and/or breath testing when there is reasonable suspicion to believe an employee is under the influence of prohibited substances. A reasonable suspicion referral for testing will be made based on articulable objective facts and circumstances, which are consistent with the short-term effects of substance abuse. Testing an employee, based on reasonable suspicion requires City Manager approval. Examples of reasonable suspicion include, but are not limited to the following:

- A. Physical signs and symptoms consistent with prohibited substance use, including slurred speech, poor coordination, and glazed or bloodshot eyes;
- B. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances;
- C. Occurrence of an accident that may have been caused by use of a prohibited substance or alcohol misuse;
- D. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures;
- E. Odor of alcohol or prohibited substance on person, clothing or in workspace;
- F. Abnormal or erratic behavior;
- G. Abnormal decline in work performance associated with frequent absences or tardiness; or
- H. Information from a reliable source.

11.12 Post-Accident Testing: Any City employee involved in an automobile/heavy equipment accident occurring on City property or involving City equipment/vehicle meeting any of the following criteria shall be subject to a drug or alcohol test:

- A. An individual dies;
- B. An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident;
- C. One or more vehicles incur disabling damage because of the accident and are transported away from the scene by tow truck or other vehicle; or
- D. The City driver was cited in the accident.

11.13 Random Testing:

- A. Employees in safety-sensitive positions shall be subjected to random, unannounced drug testing. The selection of safety-sensitive employees for random drug testing will be made using a scientifically valid method that ensures each covered employee will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year on all days and during all hours of operation.
- B. When a safety-sensitive employee is informed of a random drug test, they must be tested as soon as is reasonably possible but in a time not to exceed 3 hours. All employees who have been randomly selected or are testing in conjunction with Rule 11.11 will be notified in writing by the City Manager, department director or supervisor. All tests will be collected as a split sample, giving the employee an opportunity to exercise his/her right to an additional test (Section 11.10) on the sample collected. Should the City's agent not collect a split sample, the results of the test for which a split sample was not collected, will be disregarded by management and the employee will not be required to re-test for this specific testing period.
- C. All safety sensitive employees shall be placed in a selection pool and random drug testing shall come from this predetermined pool. The individual pools shall be defined as follows:
 - 1. Electric Department
 - 2. Fleet Department
 - 3. Police Department
 - 4. Solid Waste Department
 - 5. Street Department
 - 6. Waste Water Department
 - 7. Water Department
 - 8. All other safety-sensitive employees
- D. Shift employees, or employees who are not at work on the day of the scheduled test (random or otherwise), and who have been selected for testing, will be required to test immediately upon their return to work/duty and will be notified and expected to adhere to the rules as described above.

11.14 Return-To-Duty Testing*: A return-to-duty test is required of an employee who has had a positive drug or alcohol test and must be passed (negative non-dilute) before they can return to a safety-sensitive position. The SAP must first clear the employee to return-to-regular-duty after the evaluation and insure the employee has consented to treatment. The return-to-duty test may be for drugs and/or alcohol as required. Any work missed due to a positive drug/alcohol test or due to treatment shall be charged to the employee's sick leave and/or annual leave (employee's choice) or leave without pay if the employee has no leave balances.

11.15 Follow-Up Testing*: If allowed to return to duty, safety-sensitive employees shall be subject to unannounced follow-up testing for at least 12, but not to exceed 60 months. The SAP may recommend the frequency and duration of the follow-up testing as long as not more than six

tests are performed during the first 12 months after the employee returns to duty. Follow-up testing is separate from and in addition to the random testing program.

11.16 Employment Assessment: The SAP may refer any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds for evaluation. A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol-related and drug-related disorders. The SAP may evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse. Employees may select the SAP of their choice as long as the criteria above is met.

11.17 Departmental Rule for Positive Drug/Alcohol Test:

- A. Any probationary employee who, because of this policy tests positive for drugs and/or alcohol, will be terminated immediately.
- B. Any employee who has been placed on an improvement contract and who tests positive for drugs/alcohol as defined by this policy will be terminated from employment.
- C. Safety Sensitive Positions:
 - 1. A positive prohibited substance/alcohol test for an officer or dispatcher shall be reported to the New Mexico Law Enforcement Academy Director as outlined in the NMLEA Handbook Subsection B4 of 10.29.1.11 NMAC.
 - 2. Any safety sensitive employee who tests positive for prohibited substances and/or alcohol under this policy shall be terminated from employment with the City, Section 7.10.
 - 3. Any safety sensitive employee whose primary test is determined to be a dilute test will be subject to the terms and conditions as defined below (this does not include tests taken as a result of a re-entry contract which are monitored tests and are determined to be dilute).
- D. Any safety sensitive employee who is covered by this policy and whose primary test is determined to be dilute as herein defined, shall be subject to the terms and conditions of:
 - 1. The re-entry contracts defined below;
 - 2. Rule 11.13 of this policy, and;
 - 3. Rule 11.14 of this policy.
 - 4. If applicable, any CDL provisions that may apply.
- E. City safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test (subject to a re-entry contract) shall result in termination of employment.

11.18 Re-Entry Contracts (general safety sensitive employees):

- A. Employees who re-enter the workforce must agree to a re-entry contract. That contract may include, but is not limited to:

1. A release to work statement from the Substance Abuse Professional.
2. A negative test for drugs and/or alcohol. (Section 11.14)
3. An agreement to unannounced frequent follow-up testing for a period of one to five years with up to six tests performed the first year (Section 11.15).
4. A statement of expected work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the re-entry contract is grounds for termination.
6. City safety sensitive employees shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below). An unmonitored dilute, second level test employees (subject to a re-entry contract) shall result in termination of employment.

B. Any safety sensitive employees not covered above shall be terminated upon violation of any of the terms and conditions of the individual's re-entry contract (defined below).

11.19 Detection: The City reserves the right to inspect, at any time, all City property and all City vehicles and equipment for the presence of prohibited substances or alcohol. All inspections will be scheduled as deemed necessary by the City Manager or his/her designee.

11.20 Voluntary Request for Assistance:

- A. The City intends to give the same consideration to persons who voluntarily request assistance (prior to being randomly selected or selected for cause) with chemical dependencies as it does to employees having other diseases. Therefore, employees are encouraged to seek professional assistance anytime they experience personal problems, including alcohol or drug dependency.
- B. Early recognition and treatment of chemical (drug and alcohol) dependency problems is important for successful rehabilitation and reduced personal, family and social disruption. The City supports sound treatment efforts and an employee's job will not be jeopardized for conscientiously seeking assistance prior to random selection or selection for cause. Normal City benefits, such as sick leave and the group medical plan, are available to give help in the rehabilitation process to any employee who voluntarily requests assistance for chemical dependencies.
- C. Employees are encouraged to self-report alcohol and drug dependencies prior to random testing selection or testing based on reasonable suspicion. The City has an obligation to maintain the public trust; therefore, any employee identified with a positive test result for illegal drugs, inappropriate use of prescription medications or alcohol will be terminated.

11.21 Definitions:

Medical Review Officer (MRO): The MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results. The List of primary responsibilities below is followed by standard operating procedures necessary to carry out those responsibilities:

- A. Receive test results from the laboratory
- B. Review all drug testing results prior to reporting
- C. Verify that the laboratory report and assessment are correct
- D. Review and interpret each confirmed lab tested positive result

- E. Conduct a medical interview, providing an opportunity for the employee to discuss a positive test result
- F. Notify employer of verified positive test
- G. Process employee request for re-test
- H. If necessary, re-analyze the original specimen to determine the accuracy of the test result

11.22 Records:

- A. All records of the controlled substance abuse prevention programs must be kept in a secure location with controlled access in Human Resources. Regulation requires that certain records according to their importance be maintained for varying lengths of time, from one (1) to five (5) years.
- B. Records must be kept confidential and be made available for inspections by the City Manager within two (2) business days following a request by an authorized representative of the Federal Highway Administration. These records should not be made a part of a driver's personnel file.
- C. The following are entitled access to these records through approval of the City Manager:
 - 1. CDL Issuer or his/her representative;
 - 2. The Secretary of Transportation;
 - 3. Any Department of Transportation Agency;
 - 4. Any State or Local Official with regulatory authority over the employee;
 - 5. Any prospective employer with the employee's written permission.

11.23 Confidentially: No laboratory reports or test results shall appear in the employment personnel file unless they are a part of a disciplinary action, but shall be placed in a special locked file.

SECTION XII: COMPUTER, EMAIL, INTERNET, SOCIAL MEDIA, & CELLULAR PHONE USE

12.0 Access: Access to a City computer, email and Internet service and a City cellular phone is a privilege. Users granted this privilege must adhere to strict guidelines concerning the appropriate use of this information resource. Users who violate the provisions outlined in this document are subject to disciplinary action up to and including termination. In addition, any inappropriate use that involves a criminal offense will result in legal action. All users are required to acknowledge receipt and understanding of guidelines contained in this document.

12.1 Purpose & Scope: To define policies and procedures for computer use and access to the Internet through the City network infrastructure, and cellular phone use. This policy applies to all personnel with a computer or access to Internet and related services through the City network infrastructure, or have a cellular phone provided by the City. Internet Related services include all services provided with the TCP/IP protocol, including but not limited to Electronic Mail (e-mail), File Transfer Protocol (FTP), and World Wide Web (WWW) access. Internet access includes, but not limited to connections via DSL subscriptions, phone modem access, server-to-Internet access or T1 line access.

12.2 Acceptable Use: Access to a City computer or the Internet is specifically limited to activities in direct support of official City business.

- A. In addition to access in support of specific work related duties, the City Internet connection may be used for educational and research purposes.
- B. If any user has a question of what constitutes acceptable use he/she should check with their supervisor for additional guidance. Management or supervisory personnel shall consult with the City Manager for clarification of these guidelines.

12.3 Inappropriate Use: City computers, Internet access or use of a City cellular phone shall not be used for any illegal or unlawful purposes. Examples of this would be personal use, or the transmission of violent, threatening, defrauding, pornographic, obscene or otherwise illegal or unlawful materials.

- A. Use of City electronic mail or messaging services shall be used for City business only. These services shall not be used to harass, intimidate or otherwise annoy another person.
- B. The City Internet access shall not be used for private, recreational or other non-City related activity.
- C. City equipment and the Internet connection shall not be used for commercial or political purposes.
- D. Use of City Internet access shall not be used for personal gain such as selling access of a City user login. Internet access shall not be used for or by performing work for profit with City resources in a manner not authorized by the City.
- E. Users shall not attempt to circumvent or subvert security measures on the City's network resources or any other system connected to or accessible through the Internet.
- F. City users shall not use Internet access for interception of network traffic for any purpose unless engaged in authorized network administration.
- G. City users shall not make or use illegal copies of copyrighted material, store such copies on City equipment, or transmit these copies over the City network.
- H. City users shall not download non-City software without authorization from their department director and approved by the City's IT Manager.

12.4 Internet, E-Mail & Cellular Phone Etiquette: City employees shall ensure all communication through City email, messaging services and texted messages are conducted in a professional manner. The use vulgar or obscene language is prohibited.

- A. City users shall not reveal private or personal information without specific approval from management.
- B. Users should ensure that e-mail and texted messages are sent to only those users with a specific need to know. The transmission of e-mail or texted messages to large groups or messages with large file attachments should be avoided.
- C. Electronic Mail and texted messages are not guaranteed to be private. Messages transmitted through the City e-mail system or network infrastructure or on City cellular phones are the property of the City and are therefore subject to inspection by management and to IPRA requests.
- D. The destruction or deletion of emails and texts containing City business is prohibited and a violation of law.

12.5 Security:

- A. City users who identify or perceive an actual or suspected security problem shall immediately contact the City Information Technology Manager.

- B. Users shall not reveal account passwords or allow another person to use their account. Similarly, users shall not use the account of another user.
- C. Access to City network resources shall be revoked for any user identified as a security risk or a demonstrated history of security problems.

12.6 Penalties: Any user violating these policies is subject to the loss of network privileges and any other City disciplinary actions as detailed in Section 7 of this ordinance.

12.7 No Expectation of Privacy: Users should not expect any information transmitted via City's systems or phones to remain private or confidential.

- A. City may monitor use of any part of City Systems at any time, without notice, at its discretion. Such monitoring may include, but is not limited to limiting size, accessing, listening to, reading, or retrieving voice mail messages, e-mail, Internet communications, text messages, or local files.
- B. Users should be aware that deleted files or other communications may be retrieved and review by City Management.
- C. Users are prohibited from, among other things, accessing, listening to, reading or retrieving other team members' e-mail, voice mail, or Internet communications unless specifically authorized to do so by Management.
- D. All files, documents created or stored through the City's network infrastructure, computer system or cellular phones are the property of the City and are therefore subject to inspection by management and to IPRA requests.

12.8 User Compliance: All terms and conditions as stated in this document are applicable to all users of the network and the Internet connection.

12.9 Protection & Handling of Sensitive Information: It is the responsibility of every City employee to ensure the protection of sensitive information and comply with all information technology policies. This includes but is not limited to ensuring such information does not leave the City network, making a reasonable effort to redact sensitive information when sharing records and protecting security account information.

12.10 Social Media: The use of social media on the job is prohibited, unless as required to disseminate time sensitive information (emergency information) as quickly as possible or required for informational purposes. The City does not prohibit employees from participating in social media while not at work, nor is the content posted any concern of the City. However, if an employee uses social media to harm the City, City constituents, or fellow employees, participation while not at work can have employment consequences. To make the distinction between private activity and work activity as clear as possible, in cases where confusion might be created, employees should identify a social media posting as a personal opinion rather than the opinion of the City.

SECTION XIII: PAY POLICY

13.1 Purpose: This Section outlines the provisions for the City's system of comparing and classifying positions according to their relative equivalence for establishing fair and equitable promotion and pay compensation for employees. The Board approves all positions and salaries as part of the fiscal year budget process.

13.2 Applicability: The provisions of this section shall apply to all employees except that Contract Employees and unclassified employees are subject to wage increases as negotiated and approved by the Board.

13.3 Pay Compensation Process Overview: The pay compensation system includes provisions for:

- A. entry level wages;
- B. step wage increases
- C. transfers;
- D. demotions;
- E. promotion wage increases.

The Board may at their discretion amend the general wage and classification plan and the general wage schedule by resolution or motion of the Board when deemed appropriate.

13.4 Entry Level Wages: All new employees are normally hired at the Entry level position for the level of position that has been vacated or otherwise approved for hire by the department director, subject to budgetary constraints and the approval of the City Manager.

13.5 Position Specifications Requirements: Each position has a written Position Specification, which includes specifications for minimum qualifications, education, experience, abilities, skills, license, or certification requirements, and a description of duties and responsibilities required for the position.

13.6 Grandfather Clause: Any employee whose position specification is revised is subject to the experience, education, or certification requirements of the new position specification shall show satisfactory progress to meet the new standards within six (6) months or may be subject to reclassification, transfer or dismissal.

13.7 Contents of Personnel File: Subsequent to hiring, a separate record file shall be prepared and maintained for each employee. These records shall be kept in the Human Resources Manager's office. It is the responsibility of each department director to ensure that the records of the employees are complete and up-to-date. The file shall contain a minimum of the following records:

- A. the original application form;
- B. the originating personnel action showing occupation, position classification, date of beginning employment and salary and a signed receipt, evidence of receiving these Rules;
- C. copies of personnel action forms.
- D. copies of all performance evaluations, if applicable;
- E. copies of all favorable or unfavorable letters or memorandums such as letters or certificates of appreciation or records of other outstanding achievements regardless of origination, so long as the procedure applicable to written reprimands is followed;
- F. records or certificates of educational training or orientation achievement completion;
- G. records of disciplinary actions such as reprimands, suspensions, demotions or dismissal; and
- H. application for retirement program.

13.8 Access to Personnel Files: Personnel files are the property of the City and access to the information they contain is restricted. Generally, only immediate supervisors and management personnel of the City who have a legitimate reason to review information in a file are allowed to do so. Employees who wish to review their own file should contact the Human Resources Manager. With reasonable advance notice, employees may review their own personnel files in City's offices and in the presence of an individual appointed by the City to maintain the files.

SECTION XIV: EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PLAN

14.1 Purpose: The purpose of this section is to recruit, employ and promote the most qualified applicants or employees to work in City employment. Employment and promotional opportunities shall be based solely upon ability and demonstrated competence, not upon extraneous factors. Age, sex, marital status, national origin, religion, race, sexual preference, political affiliation and handicaps not related to ability to perform the job sought, are declared extraneous factors that shall have no bearing on employment or promotional opportunities within City service.

14.2 Statement of Policy: It is the policy of the City to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, amended by the Equal Employment Opportunity Act of 1972 and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, in all employment and programs administered by the City. The City affirms that individuals will be considered for employment or promotion based on bona-fide occupational qualification only and best suited for a position. Each employee or prospective employee will be advised of this policy. All announcements or notices regarding position openings or opportunities will contain the words "An Equal Opportunity Employer".

14.3 Management Responsibility: The Human Resources Manager will consult with department directors to resolve internal complaints of employment discrimination filed by City employees or employment applicants. The Human Resources Manager shall be the referral officer for the City to receive notice of alleged unlawful employment practices from the Equal Employment Opportunity Commission (EEOC) as provided for in Public Law 88-352, Title VII, Section 706(C); 78 Stat. 241 (42 USC 2000e-5).

14.4 Complaint Procedures: Any employee or person refused employment or who believes he/she has been subjected to a discriminatory employment act or practice prohibited by federal or state law shall file with the Human Resources Manager a written and signed statement of facts setting out the basis of the complaint.

- A. Upon receiving a written and signed complaint or upon receiving notice of an alleged unlawful employment practice from an individual, the Human Resources Manager or designee shall immediately conduct an investigation and attempt to resolve such complaint informally and forward copies of the investigation and results to the department director and City Manager.
- B. If the process set forth in subsection A above does not resolve the complaint informally, it will go before a Hearing Officer appointed by the City Manager. The Hearing Officer shall conduct a hearing not more than forty-five (45) days after the complaint has been

received by the Human Resources Manager. The complainant, complainant's attorney (if any), the City Manager, Human Resources Manager, City Attorney, department director, and the employee allegedly responsible for the discriminatory act or practice, shall be given five (5) days written notice of the hearing, together with a copy of the complaint filed with the Human Resources Manager.

- C. At the hearing, the complainant and respondent shall have the right to be represented by counsel; all testimony shall be received under oath, and the Hearing Officer shall have the authority to issue administrative subpoenas for the attendance of any City employee as a witness.
- D. The Hearing Officer shall report findings and recommendations in writing to the City Manager and department director not more than twenty (20) days after hearing the complaint. A full record of the proceedings shall be kept either by audio media or in writing by the Human Resources Manager in a confidential file.

14.5 Remedies: In the event the City Hearing Officer determines that a discriminatory act or practice has occurred, the City Manager may take appropriate action including, but not limited to, reinstatement, hiring or promotion of the aggrieved individual, with or without back pay, or any other equitable administrative relief necessary to correct and rectify the discriminatory act or practice. Nothing in this policy prohibits any aggrieved party from seeking remedy through the state or federal agency responsible for such actions.

SECTION XV: MISCELLANEOUS

15.1 Designated Work Areas: All employees are to be at their designated work areas on time and ready to work. They shall work until the scheduled quitting time, unless permission of the supervisor has been obtained for different work hours. Employees shall not litter work areas and will keep such areas neat and clean.

15.2 Personal Business: Personal business shall not be conducted during work hours. While we live in a cellular-world, employees are expected to exercise good judgment when making or receiving personal phone calls. Personal calls shall not interfere with productivity or distract others. Personal calls shall be kept to a minimum while on duty.

15.3 Safety: The City is committed to having all work conducted in a safe manner. All safety precautions shall be followed in accordance with federal and state regulations, and City policies and Safety Policies.

- A. Safety is every employee's responsibility; thus every employee is responsible for his or her personal safety, as well as, the safety of co-workers, visitors, and the public who come in contact with City services.
- B. Employees are responsible for the safe and efficient use of City facilities, equipment and vehicles, for conducting themselves in accordance with work rules and safety regulations and ensuring all activities are conducted and carried out in a safe and efficient manner.
- C. Safety equipment will be provided and used in accordance with OSHA regulations, City safety policies and other regulatory standards.

15.4 City Property: Employees shall not misuse or destroy City property, records, or other material in their care, control, or custody; nor shall any City property, records, or other material be removed from the premises of the City offices unless written permission by the department

director has been given. Employees shall not use City property, records or equipment for personal use.

15.5 City Vehicles: No City vehicle will be taken out of the City without permission of the department director and employees shall notify the department director of their destinations and itineraries. City vehicles shall be used for City business only. City vehicles may not be taken home unless designated permissible as defined in the City Take Home Vehicle Policy and adheres to Section 9.9 Fringe Benefits.

- A. City vehicles shall not be used for personal business, except, as is incidental in commuting. Employee family members or passengers not on official City business are not allowed to ride in a City vehicle and strict adherence to this policy is directed to all employees operating a City vehicle.
- B. Any damage to a City vehicle is to be reported immediately to the appropriate department head.

15.6 Personal Appearance: Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the City presents to customers and visitors.

- A. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who meet the public, both internal and external, must dress in appropriate business attire at all times. Employees may observe casual dress on Friday if the above stipulation does not apply. Examples of questionable work attire are sun dresses with bare backs and/or shoulders, men's undershirts, excessively baggy, short, or tight clothing, sweatpants and shorts, for men or women, bare midribs or excessively sheer fabrics unless adequate cover-up (jacket, sweater, etc.) is worn throughout the work day, and low-cut tops/blouses/shirts/dresses (e.g., if they expose "cleavage" when the employee is standing or sitting in a normal manner). Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.
- B. Employees are required to maintain personal cleanliness by bathing daily; maintaining daily oral hygiene (brushing of teeth); using deodorant/antiperspirant to minimize body odor; refraining from the use of heavily scented perfumes, colognes and lotions; maintaining clean and trimmed fingernails; and washing hands after eating or using the restrooms.
- C. An employee should consult their department director if they have questions as to what constitutes appropriate attire.

15.7 Privileged/Confidential Information, Unauthorized Recordings, Eavesdropping:

- A. It is a violation of this policy to:
 - 1. Release or communicate information regarded as privileged or confidential to anyone not having a legitimate business need for the information.
 - 2. Read, interrupt, take or copy any message, document or communication intended for another without the consent of the intended recipient. Communications include, but are not limited to, statements made in person or phone during meetings, hearings,

- conferences, counseling, or conversations between employees or between employees and elected representatives.
3. Engage in electronic surveillance, eavesdropping, and unauthorized or secret tape recording of any communications between or among employees or elected representatives of the City without the knowledge of the person making such communications.
 4. It is not a violation of this policy for employees to record communications with or among employees or citizen contacts in the course of official City business, or as otherwise expressly permitted by the Personnel Policy. This policy does not preclude tape recording when all parties to the communication are aware of the fact that the communication is being recorded or as required by statute for law enforcement contacts.

15.8 Searches & Surveillance: The City's employees should not expect privacy in their personal effects while on City property or on City time. Employee workplaces may be subject to video surveillance. The City may search lockers, desks, toolboxes, lunch sacks, clothing, City internet, City e-mail or City computer accounts and City electronic media/storage, a City vehicle, and any other item in which an unauthorized weapon or other contraband may be hidden. To the extent that an employee refuses to permit a search, such refusal may constitute grounds for disciplinary action.

15.9 Workplace Violence: The City provides a safe work place for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this Workplace Violence policy. All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe and secure work environment.

A. Prohibited Conduct: The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

1. Causing physical injury to another person;
2. Physical fighting;
3. Making threatening remarks;
4. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
5. Intentionally damaging City property or property of another employee;
6. Possession of a weapon while on City property or while on City business;
7. Committing acts motivated by, or related to, sexual harassment, harassment or domestic violence.

B. Reporting Procedures: Any potentially dangerous situations must be reported immediately in writing to a supervisor or the City Manager's office. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

- C. Risk Reduction Measures: Hiring: The City takes reasonable measures to conduct background investigations to review candidate's backgrounds and reduce the risk of hiring individuals with a history of violent behavior.
- D. Safety: The risk management carrier conducts annual inspections of the premises to evaluate and determine any vulnerability to workplace violence or hazards. Any necessary corrective action will be taken to reduce all identified risk areas.
- E. Individual Situations: While the City does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform their supervisor or department director if any employee exhibits behavior, which could be a sign of a potentially dangerous situation. Such behavior includes:
 - 1. Discussing the use of weapons in a threatening manner related to the workplace, or bringing them to the workplace;
 - 2. Displaying overt signs of extreme stress, resentment, hostility, or anger;
 - 3. Making threatening remarks;
 - 4. Sudden or significant deterioration of performance;
 - 5. Displaying irrational or inappropriate behavior.
- F. Dangerous/Emergency Situations: Employees confronted by or encounter an armed or dangerous person should not attempt to challenge or disarm the individual.
- G. Enforcement: Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to corrective or disciplinary action, up to and including dismissal. Non-employees engaged in violent acts on the City's premises will be reported to the proper authorities.

15.10 Final Paycheck: An employee who resigns shall receive a final paycheck on the first regularly scheduled payday following the employee's effective date of resignation. An employee dismissed shall receive a full paycheck by 5:00 p.m. on the fifth (5th) working day following dismissal or on the next payday, whichever occurs first, or as required by law. In the case of death, final salary and compensation for unused annual leave shall be paid to the employee's named beneficiary or, if unnamed, to the employee's estate, on the next regularly scheduled payday.

15.11 Uniforms: An employee in a designated job with the City may be required to wear special clothing to perform the job function with patches, badges or other distinctive items as approved by the department director or the City Manager.

15.12 Return of Uniforms, Equipment & City Property: Upon severance from City service, all City issued uniforms, equipment, keys, cellular phones, laptop computers, etc. shall be returned to the City. Failure to do so shall result in possible legal action to recover the cost of missing items.

15.13 Gifts, Gratuities or Kickbacks: All employees are prohibited from accepting gifts or other considerations from anyone given with intent of modifying the employee's performance of duties or encouraging the employees to make purchases from the individual or business involved. Employees will maintain the highest moral standards and any attempt to influence

employee's performance by a vendor or other person will be reported to the department director and City Manager.

- A. It is unlawful for any City employee, as defined in §13-1-28 NMSA 1978, to participate directly or indirectly in a procurement when the employee knows that the employee or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract. An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a financial interest with regard to matters pertaining to that trust. (§13-1-190 NMSA 1978)
- B. Contingent fees prohibited: It is unlawful for a person or business to be retained or for a business to retain a person or business to solicit or secure a contract upon an agreement or understanding that the compensation is contingent upon the award of the contract, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business and persons or businesses employed by the City which are providing professional services to the City in anticipation of the receipt of federal or state grants or loans (§13-1-192 NMSA 1978).
- C. Contemporaneous employment prohibited: It is unlawful for a City employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person or business contracting with the City by whom the employee is employed (§13-1-193 NMSA 1978).
- D. Use of confidential information prohibited: It is unlawful for any City employee or former employee knowingly to use confidential information for actual or anticipated personal gain or for the actual or anticipated personal gain of any other person (§13-1-194 NMSA 1978).

15.14 Normal Work Hours: Normal work hours will be based on a forty (40) hour workweek. All City offices shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, unless the department director and the City Manager approve a different work schedule. During a normal workday, the department director may authorize an unpaid full one-hour lunch breaks in accordance with departmental scheduling needs.

15.15 Reduced Work Hours: The Board may reduce the number of work hours by resolution if the Board determines that the City budget will not sustain the normal work hours. Reduced work hours will apply to all full time employees of the City, with the possible exception of those employees in safety-sensitive or security-sensitive positions.

15.16 Separation from Service with the City: Upon an employee's termination or resignation from the City, he or she may be required to complete an exit interview and separation report with the Human Resources Manager, and/or the department director.

SECTION XVI: AUTHORITY

16.1 Rules: These rules are promulgated on the authority granted in state and federal law and the Ordinance providing for these Rules.

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

SECTION XVII: REPEAL OF FORMER PERSONNEL POLICY

City Ordinances 10-3.3 Personnel Rules and Regulations is hereby repealed, as well as all other City Ordinances or Resolutions relating to personnel, which are in conflict with the above provisions, by the adoption of this Ordinance.

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

SANDRA WHITEHEAD, MAYOR

ATTEST BY:

ANGELA A. TORRES, CITY CLERK



EMPLOYEE ACKNOWLEDGEMENT FORM

CITY EMPLOYEE RECEIPT OF PERSONNEL POLICY ORDINANCE 719.

I _____ acknowledge that on _____
(print name of employee) *(date)*

I received an electronic/hard copy of the City of Truth or Consequences Personnel Policy Ordinance No. 719. I understand that the Personnel Policy is the law that controls, explains and provides the terms of and conditions of my employment with the City. I further understand that I am responsible for compliance with and understanding all City Policies, which can be found on the City's "Share" drive. I also understand that if I have questions concerning City policies I can talk to my supervisor, department director or Human Resources at any time. I further understand that this receipt will be placed in my personnel file as evidence of my having been given a copy the policy.

(Signature of Employee)



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.1

SUBJECT: Approval of Pole Rental Contract between the City of Truth or Consequences, and Sacred Wind Communications, Inc.

DEPARTMENT: Electric Department

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Bo Easley, Electric Department Director

WHO WILL PRESENT THE ITEM: Bo Easley, Electric Department Director

Summary/Background:

SWC Tele solutions Inc. (Sacred Wind Communications, Inc.) would like to begin connecting their broadband service to city owned poles. The attached agreement has been written up which contains fees, terms/conditions etc.

Recommendation:

Approve Agreement

Attachments:

- Pole Rental Agreement
- .

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 8-11-2021

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("Agreement") is made and entered into this August 11, 2021 ("Effective Date") by and between City of Truth or Consequences Electric Department, a municipally owned electric utility ("Licensor"), and **SWC Telesolutions, Inc.** a New Mexico corporation ("Licensee"). Licensor and Licensee may be referred to hereafter individually as a "Party" and collectively as the "Parties." The attached Terms and Conditions and all associated Exhibits are incorporated herein and made a part hereof by this reference.

Notices. The addresses, facsimile numbers and electronic mail addresses of the Parties to which any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other are as follows:

- (a) **Licensor:**
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901
(575) 740-8062
(575) 894-3143 (fax)

- (b) **Licensee:**
SWC Telesolutions, Inc.
5901 J Wyoming Blvd, NE #266
Albuquerque, New Mexico 87109
Attn: Nectarios Nicolaou
General Manager

Term of Agreement. The term of this agreement is from the Effective Date, unless terminated by either Party pursuant to Section 18 of the TERMS AND CONDITIONS.

Applicable Law. This Agreement is deemed executed in the State of New Mexico and shall be construed under the laws of the State of New Mexico without regard to its conflict of laws principles.

Effective Number of Attachments as of Agreement Execution:

Fees

Pole Attachment Rental Fee. \$12.00 per Attachment

Safety Violation Fee. \$500.00 per safety violation.

Unauthorized Attachment Fee. \$500.00 per Unauthorized Attachment.

IN WITNESS WHEREOF, the Parties, each in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first above-written; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSEE

By: _____

(Signature)

Title: General Manager

Print Name: Nectarios "Neo" Nicolaou

Date: _____

LICENSOR

By: _____

(Signature)

Title:

Print Name:

Date: _____

Table of Contents

LICENSE AGREEMENT	1
TERMS AND CONDITIONS	8
1. DEFINITIONS	8
1.1. Application	8
1.2. Application Processing Fee	8
1.3. Attached Pole	8
1.4. Attachment	8
1.5. Authorization.....	8
1.6. Business Day	8
1.7. Control	8
1.8. Default.....	8
1.9. Power Pole	8
1.10. Drop/Lift Pole	8
1.11. Licensee's Service Area	8
1.12. Licensor Practices.....	8
1.13. Make Ready Costs.....	9
1.14. Make Ready Estimate.....	9
1.15. Make Ready Work.....	9
1.16. Over lashing	9
1.17. Pole Attachment Rental Fee	9
1.18. Required Authorizations.....	9
1.19. Security Instrument	9
1.20. Services	9
1.21. Term	9
1.22. Tree Trimming	9
1.23. Unauthorized Attachment.....	9
1.24. Unauthorized Attachment Fee.....	9
2. PURPOSE.....	9
3. LICENSOR OBLIGATIONS.....	10
3.1. Quiet Enjoyment	10
3.2. Diligence and Good Faith.....	10
3.3. Access to Power Poles; Easements.....	10
3.4. Maintenance of Attached Poles	10
3.5. Compliance with Applicable Laws.....	10
3.6. Safety Precautions	10
4. LICENSEE OBLIGATIONS	11
4.1. Use of Attachments	11
4.2. Licensee Service Area	11
4.3. Compliance with Applicable Laws.....	11
4.4. Technical Requirements and Specifications	11

4.5.	Assumption of Risk	12
4.6.	Safety Precautions	12
4.7.	Qualifications of Employees, Agents and Contractors	12
4.8.	Notification of Attachments	12
5.	MUTUAL OBLIGATIONS.....	12
6.	ESTABLISHING ATTACHMENT TO POLES.....	12
6.1.	Pole Attachment Application	12
6.2.	Decision Regarding Application	12
6.3.	Make Ready Estimate.....	12
6.4.	Tree Trimming	13
6.5.	Over lashing	13
7.	PAYMENT PROVISIONS.....	13
7.1.	Pole Attachment Rental Fee	13
7.2.	Payment Period.....	13
7.3.	Security	14
8.	INSPECTIONS.....	14
8.1.	Right to Conduct Inspections	14
8.2.	Safety Violations	14
9.	AUDITS.....	14
9.1.	Right to Conduct Audits.....	14
9.2.	Review of Records in Lieu of Audit.....	14
10.	UNAUTHORIZED ATTACHMENTS.....	14
10.1.	Unauthorized Attachment Fee.....	14
10.2.	Licensor Failure to Act.....	15
11.	REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES.....	15
11.1.	Replacement or Relocation of Poles.....	15
11.2.	Replacement and Relocation Costs	15
11.3.	Vacating Pole Space.....	15
11.4.	Costs for Installation, Removal and Transfer of Licensee's Attachments	15
11.5.	Costs for Rearrangement of Other Facilities.....	15
12.	ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES.....	16
12.1.	Right to Abandon or Remove; Licensee Obligations	16
12.2.	Governmental Requirement to Remove	16
12.3.	Governmental Requirement to Shorten Pole	16
12.4.	Removal of Attachments	16
13.	REPRESENTATIONS, WARRANTIES AND COVENANTS.....	16
13.1.	Common Representations.....	16

13.2.	Required Authorizations.....	17
13.3.	LIMITATIONS ON WARRANTIES	17
14.	INDEMNIFICATION.....	17
14.1.	Licensee Indemnification	17
14.2.	Licensor Indemnification.....	17
14.3.	Notice	17
15.	LIMITATIONS ON DAMAGES.....	18
16.	INSURANCE.....	18
16.1.	Insurance Requirement.....	18
16.2.	Certificate of Insurance	18
16.3.	Responsibility for Contractors.....	18
16.4.	No Limitation on Indemnities.....	19
17.	DEFAULTS	19
17.1.	Licensee Default.....	19
17.2.	Licensee Cure Period.....	19
17.3.	Termination Because of Licensee Default.....	19
17.4.	Reimbursement for Licensor Work	19
17.5.	Licensor Default.....	19
17.6.	Attorney Fees and Court Costs.....	19

18.	TERMINATION OF AGREEMENT.....	19
19.	WAIVER OF TERMS OR CONDITIONS.....	20
20.	MODIFICATIONS	20
21.	PAYMENT OF TAXES.....	21
22.	NOTICES.....	21
23.	CONFIDENTIALITY.....	21
24.	FORCE MAJEURE.....	21
25.	CONSTRUCTION OF AGREEMENT.....	21
26.	OWNERSHIP RIGHTS	22
27.	THIRD PARTY BENEFICIARIES.....	22
28.	SEVERABILITY.....	22
29.	PRIOR AGREEMENTS SUPERSEDED	22
30.	ASSIGNMENT AND TRANSFER.....	22
31.	FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS.....	22
32.	SURVIVAL; LIMITATIONS ON ACTIONS	22

EXHIBITS

Exhibit 1.1 (Pole Attachment Application)23

Exhibit 1.2 (Location of Licensee Service Area).....24

Exhibit 1.3 (Licensor Rules and Practices for Attachments).....25

Exhibit 1.4 (Make Ready Estimate and Acceptance of Make Ready Estimate)27

TERMS AND CONDITIONS

1. DEFINITIONS

The following definitions shall apply to this Agreement. Capitalized terms not defined herein shall have the meaning otherwise set forth in the Agreement.

1.1. Application. The Pole Attachment Application Form attached hereto at Exhibit 1.1 that must be completed by Licensee and approved by Licensors in writing before Licensee may attach to or make use of any of Licensors's Power Poles under this Agreement.

1.2. Application Processing Fee. The fee that Licensee must pay to reimburse Licensors for the administrative and other costs incurred by Licensors in processing Licensee's Application.

1.3. Attached Pole. A Power Pole owned or maintained by Licensors that contains at least one attachment by an entity other than Licensors.

1.4. Attachment. Each affixation of Licensee's cables, strands, wires and associated apparatus to Licensors's Power Poles.

1.5. Authorization. Licensors's grant of authority to Licensee to affix Attachments to Licensors's Power Poles in accordance with the terms of this Agreement.

1.6. Business Day. All days except Saturday, Sunday and officially recognized Federal legal holidays.

1.7. Control. With respect to any entity, the possession, directly or indirectly, of: (a) 50% or more of its ownership interests; or (b) the power to direct or cause the direction of management and policy, whether through the ownership of voting securities, partnership interests, by contract or otherwise.

1.8. Default. When either Party: (i) fails to perform any of its covenants or obligations set forth in this Agreement, (ii) makes any representation or warranty in this Agreement that is untrue or incorrect, (iii) files a bankruptcy petition in any bankruptcy court proceeding, or (iv) admits in writing its inability to pay its debts when due or its intention not to comply with any requirement of this Agreement.

1.9. Power Pole. A pole bearing electric distribution lines and having a voltage rating of or below 34.5 kV.

1.10. Drop/Lift Pole. An ancillary pole necessary to extend service from a Power Pole to an individual customer(s).

1.11. Licensee's Service Area. The area in which Licensee does or plans to provide its Services, as shown on Exhibit 1.2 attached hereto.

1.12. Licensors Practices. Licensors's rules and practices for Attachments as set forth in Exhibit 1.3 attached hereto.

1.13. Make Ready Costs. All costs necessary for Licensor to prepare its Power Poles for Licensee's Attachments, including the costs of materials, labor, engineering, supervision, overhead, and a share of Tree Trimming costs (as calculated in Section 6.5). Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements in Section 4.4 hereto. Also included among "Make Ready Costs" are the costs of installing or changing out primary poles, secondary poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications of Section 4.4.

1.14. Make Ready Estimate. The estimate prepared by Licensor for all Make Ready Work that may be required by Licensor to accommodate Licensor's Power Poles for attachment by Licensee, in the form set forth in Exhibit 1.4.

1.15. Make Ready Work. All work required by Licensor to accommodate Licensor's Power Poles for attachment by Licensee.

1.16. Over lashing. The practice whereby a service provider physically ties or otherwise attaches new wiring to wiring that already has been affixed to a Power Pole.

1.17. Pole Attachment Rental Fee. The annual amount per Attachment that Licensee must pay to Licensor pursuant to this Agreement in order to affix each Attachment to Licensor's Power Poles.

1.18. Required Authorizations. All legally required authorizations that Licensee must obtain from federal, state, county or municipal authorities, public or private landowners, or other third parties, to erect, operate and maintain its Attachments, and to provide the Services, including all required franchises, consents, easements, and certificates of convenience and necessity.

1.19. Security Instrument. A performance bond or its equivalent (*e.g.*, irrevocable letter of credit) to be used by Licensee to guarantee Licensee's payment in full of all Pole Attachment Rental Fees and other amounts payable to Licensor under this Agreement.

1.20. Services. Cable television, telecommunications, Internet, data transmission or other similar services or combination of services provided by Licensee.

1.21. Term. The period during which this Agreement remains in effect.

1.22. Tree Trimming. Any clearing or reclearing of existing rights-of-way or easements and any tree or brush trimming necessary for the establishment and maintenance of Attachments, as determined by Licensor in its sole judgment.

1.23. Unauthorized Attachment. Any affixation of any Licensee facility of any nature to any property of Licensor, installed after the execution of this Agreement, that has not been authorized by Licensor as required by this Agreement.

1.24. Unauthorized Attachment Fee. The fee to be paid by Licensee for each Unauthorized Attachment.

2. PURPOSE

The purpose of this Agreement is to allow Licensee to install and maintain Attachments on Licensor's electric Power Poles in Licensee's Service Area for the limited purpose of providing Licensee's Services.

3. LICENSOR OBLIGATIONS

3.1. Quiet Enjoyment. Subject to the terms and conditions of this Agreement, and throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized Attachments, except as such disturbance may be necessary in an emergency or natural disaster situation, provided that Licensee is performing in accordance with all terms and conditions of this Agreement.

3.2. Diligence and Good Faith. Consistent with the terms and conditions of this Agreement, Licensor shall in good faith diligently pursue all reasonable measures to accommodate Licensee's authorized Attachments.

3.3. Access to Power Poles; Easements. Each Party shall be responsible for obtaining its own rights-of-way and easements. LICENSOR DOES NOT REPRESENT OR WARRANT THAT ANY OF ITS RIGHTS-OF-WAY OR EASEMENTS ENTITLE LICENSEE TO ACCESS THE PROPERTY UNDERLYING LICENSOR'S POWER POLES. Licensor shall not be liable should Licensee at any time be prevented from placing or maintaining its Attachments on Licensor's Power Poles because Licensee failed to obtain appropriate rights-of-way or easements. Licensor may require Licensee to demonstrate that it has secured its own rights-of-way or easements prior to authorizing any Attachments. If such a requirement is imposed, the time for Licensor to respond to Licensee's Application shall be tolled pending Licensee's response. Consistent with the terms and conditions of this Agreement, Licensor shall permit Licensee access to Licensor's Power Poles and related overhead and other easements. Further, Licensee's use of the overhead or other easements is contingent on, and may be prevented or otherwise constrained by, the extent to which such use is permissible under applicable contracts and instruments between Licensor and other entities, and under federal, state and local laws and regulations. Licensor agrees to cooperate with Licensee and obtain signatures for such documents or easements as may be required to fulfill the terms and conditions of this Agreement. THIS AGREEMENT APPLIES ONLY TO POWER POLES AND DOES NOT PERMIT ACCESS OR AFFIXING OF ATTACHMENTS TO TRANSMISSION TOWERS OR OTHER PROPERTY OF LICENSOR.

3.4. Maintenance of Attached Poles. At its own expense, Licensor shall maintain the Attached Poles, and replace, reinforce or repair such poles as Licensor becomes aware that they are defective, in Licensor's sole judgment.

- (a) Notwithstanding the foregoing, Licensor shall bring into conformity as soon as practical following notice by Licensee and confirmation by the Licensor, any existing Attached Poles that do not conform to the technical requirements and specifications listed in Section 4 of this Agreement. Failure by Licensee to inspect Licensor's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachment Poles into compliance shall not cause Licensee to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensor of its obligations of indemnification hereunder.

3.5. Compliance with Applicable Laws. Licensor shall comply with all federal, state, and local laws, rules, regulations and ordinances and all technical rules and specifications applicable to the terms and conditions of this Agreement.

3.6. Safety Precautions

Licensor shall take all steps reasonably necessary to avoid interference or damage to Licensee's Attachments. Should any such injury, damage or interference occur to Licensee's Attachments despite such measures, Licensor shall promptly notify Licensee within two (2) business days of such damage or interference. At Licensee's option, Licensor shall promptly either (i) repair such damage or resolve such

interference or damage, or (ii) within thirty (30) days of invoice reimburse Licensee for the reasonable cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensee as provided in Section 14.1.

4. LICENSEE OBLIGATIONS

4.1. Use of Attachments. Licensee shall use the Attachments solely to provide the Services.

4.2. Licensee Service Area. Licensee shall identify the Licensee Service Area using Exhibit 1.2.

4.3. Compliance with Applicable Laws. Licensee shall comply with all federal, state, and local laws, rules, regulations and ordinances and all technical rules and specifications applicable to Licensee's affixation of Attachments to Licensors' Power Poles as authorized herein.

4.4. Technical Requirements and Specifications.

- (a) At its own expense, Licensee shall erect, install, and maintain its Attachments in safe condition and good repair in accordance with all applicable technical requirements and specifications, including, but not limited to:
 - (i) requirements and specifications of the National Electrical Safety Code ("NESC"), the National Electrical Code ("NEC"), the Occupational Safety and Health Act ("OSHA") and Rural Utilities Service ("RUS"), and to the extent such requirements or specifications may conflict, then the most stringent of the NESC, NEC, OSHA or RUS requirements and specifications;
 - (ii) any amendments or revisions of, or successor(s) to, the requirements and specifications of the NESC, NEC, OSHA, and RUS;
 - (iii) the Licensors Practices set forth in Exhibit 1.3; and
 - (iv) any current or future rules or orders of any federal, state or local authority having jurisdiction.
- (b) Licensee shall bring into conformity as soon as practical following notice by Licensors, and no later than thirty (30) days any existing Attachments of Licensee that do not conform to the technical requirements and specifications listed in this section. In the event that Licensee fails to comply with this requirement, Licensors in its sole discretion may elect to bring such Attachments into compliance and Licensee shall reimburse Licensors for all costs related thereto. Failure by Licensors to inspect Licensee's conformance to the technical requirements and specifications listed in this section or to take action on its own to bring such Attachments into compliance shall not cause Licensors to be liable for any loss or injury resulting from such failure of conformance and shall not relieve Licensee of its obligations of indemnification hereunder.
- (c) The Licensors Practices may be amended from time to time by Licensors as necessary in its sole discretion to promote the safe and efficient operation of its electric distribution system, including the Power Poles, without resort to the provisions of Section 20 (Modifications), and Licensee agrees to be bound by any such amendment. In the event that Licensors amends the Licensors Practices set forth in Exhibit 1.3, Licensee shall make all required modifications within thirty (30) days after receipt of notice thereof from Licensors.

4.5. Assumption of Risk. Licensee assumes all risks related to the construction, operation and maintenance of its Attachments, except as to those that may be caused by the gross negligence or willful misconduct of Licensor.

4.6. Safety Precautions. Licensee shall take all steps necessary to protect persons and property against injury or damage that may result from the presence, installation, use, maintenance or operation of Licensee's Attachments, and to avoid interference to Licensor's safe and efficient operation of its electric distribution system. Should any such injury, damage or interference occur despite such steps, Licensee shall promptly notify Licensor within two business days of such injury, damage or interference. At Licensor's option, Licensee shall promptly within five (5) business days or within thirty (30) days of invoice, either (i) repair such damage and/or resolve such interference, or (ii) compensate Licensor for the cost of repairing any such damage and/or resolving such interference, and shall indemnify Licensor as provided in Section 14.1.

4.7. Qualifications of Employees, Agents and Contractors. Licensee shall ensure that all employees, agents and contractors of Licensee used to install or maintain the Attachments have been certified or trained to work in the vicinity of electric Power Poles.

4.8. Notification of Attachments. Licensee shall notify Licensor on an ongoing basis or upon Licensor's request, of the precise location and total number of Licensee's Attachments.

5. MUTUAL OBLIGATIONS

Each Party shall take all precautions as are reasonably necessary to avoid damaging the facilities of the other.

6. ESTABLISHING ATTACHMENT TO POLES

6.1. Pole Attachment Application. Before Licensee may affix any attachments to or make use of any of Licensor's Power Poles under this Agreement, Licensee shall (a) submit to Licensor an Application requesting Licensor's permission to attach to or make use of each such pole; (b) receive written approval from Licensor authorizing the attachment to or use of each such pole; and (c) comply with all procedures set forth in this section. Licensee's failure to request and receive Licensor's permission as described herein will subject each Unauthorized Attachment to an Unauthorized Attachment Fee.

6.2. Decision Regarding Application. If in the sole judgment of Licensor, Licensee's Attachment to Licensor's Power Poles as proposed in the Application is undesirable or impracticable based on the technical requirements and specifications of Section 4.4, or because of either Party's capacity, safety, reliability or engineering concerns, Licensor may reject all or part of the Application or limit the number and character of Attachments on any Power Pole. Within thirty (30) days after the receipt of such Application, Licensor shall notify Licensee in writing whether the Application is approved or approved with modifications.

6.3. Make Ready Estimate.

- (a) Licensor shall, on the basis of the Application and associated construction plans and drawings, submit to Licensee within thirty (30) days of receipt of Licensee's Application a Make Ready Estimate (based on Licensor's method of computing costs, which shall

follow generally accepted accounting principles) for all Make Ready Work which may be required for each Power Pole, including an estimated completion date for such Make Ready Work.

- (b) Upon notice pursuant to Exhibit 1.4 attached hereto that the Make Ready Estimate has been accepted by Licensee, Licensor shall proceed with the Make Ready Work covered by the Make Ready Estimate. Licensor shall undertake commercially reasonable efforts to complete this work by the estimated completion date but does not guarantee completion by such date. Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Licensor shall send to Licensee an itemized statement for the actual, full costs of the Make Ready Work. Licensor's invoice may not exceed 120% of the Make Ready Estimate, and Licensee will not be required to pay more than 120% of such estimate.
- (c) Licensor may, in its sole discretion, require Licensee to submit a deposit up to the amount identified in the Make Ready Estimate prior to performing any Make Ready Work.
- (d) Upon completion of the Make Ready Work and payment of the Make Ready Costs, Licensee shall obtain Authorization to use the Power Poles and to make Attachments in accordance with the terms of this Agreement.

6.4. Tree Trimming. The cost, including associated administrative costs, of any Tree Trimming shall be paid in equal percentages by Licensor and all other entities attaching to the poles who are contractually obligated to pay for such Tree Trimming.

6.5. Over lashing.

- (a) Any proposed Over lashing by Licensee shall be approved by Licensor.
- (b) Licensee shall not allow third party Over lashing without Licensor's prior approval.

7. PAYMENT PROVISIONS

7.1. Pole Attachment Rental Fee. The annual rental period covered by this Agreement shall be a calendar year. Partial years shall be prorated through the end of that calendar year. Licensor shall invoice Licensee for the Pole Attachment Rental Fee at the beginning of the annual rental period. The Pole Attachment Rental Fee for each period shall be based on the number of Attachments on Licensor's Power Poles as of the day preceding the annual rental period. Licensor may invoice Licensee for Attachments authorized during the annual rental period at any time after the Application for such Attachments is approved.

7.2. Payment Period. All amounts payable under this Agreement shall be due within thirty (30) days of the date of invoice. Interest shall be charged at the rate of 3.0% per month or the maximum amount allowed by law on the unpaid balance of delinquent bills for each month or part thereof that any bill remains unpaid.

7.3. Security. Licensee shall furnish a Security Instrument at Licensee's expense and in the amount identified above, with terms and conditions and from a financial institution acceptable to Licensor, in order to guarantee Licensee's payment in full of all Pole Attachment Rental Fees and other amounts payable to Licensor under this Agreement. No Authorization for any Attachments will be granted to Licensee until the Security Instrument required by this section is received by Licensor.

8. INSPECTIONS

8.1. Right to Conduct Inspections. Licensor may conduct inspections of Licensee's Attachments upon installation of new attachments and from time to time as necessary in Licensor's sole judgment to determine whether Licensee's Attachments meet the technical requirements and specifications listed in Section 4.4. Licensor shall provide ten (10) business days' notice of such inspections to Licensee, and Licensee shall have the right to be present at and observe any such inspections. Such inspections may be conducted no more frequently than once every year, unless Licensor determines that more frequent inspections are necessary for reasons involving safety of persons or protection of property. Licensee shall reimburse Licensor for all costs and expenses of conducting inspections only to the extent such expenses are attributable to Licensee's Attachments.

8.2. Safety Violations. If during inspection or otherwise Licensor determines that any of Licensee's Attachments do not conform with the technical requirements and specifications listed in Section 4.4, Licensee shall, upon notice by Licensor, pay a Safety Violation Fee for each such violation, and shall correct such nonconformance within thirty (30) days of notification of such nonconformance, unless in Licensor's sole and reasonable judgment safety considerations require Licensee to take corrective action within a shorter period. Should Licensee fail to take all steps necessary to comply with this requirement, or if safety considerations so require, Licensor may elect to do such work itself, and Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor to perform the work. Licensor shall not be liable for any loss or damage to Licensee's facilities which may result, and Licensee shall be responsible for any additional damages resulting from its failure to act in a timely manner in accordance with these requirements.

9. AUDITS

9.1. Right to Conduct Audits. Licensor may conduct an audit of Licensee's Attachments to verify the number of Licensee's Attachments. Any such audit may be conducted no more frequently than once every year, unless Licensor in good faith believes that Licensee's reported number of Attachments is inaccurate, in which case Licensor may audit as frequently as is necessary in its sole discretion. Licensor must provide thirty (30) days' notice of any such audit so that Licensee may be present and observe such audit. Licensee shall reimburse Licensor for all costs and expenses of conducting audits.

9.2. Review of Records in Lieu of Audit. Licensor and Licensee may mutually agree that in lieu of audits, the number of Attachments maintained by Licensee shall be determined from existing maps and attachment records. If both Parties agree to use this method, each Party shall make all relevant maps and records available to the other Party, and the number of Attachments maintained by Licensee shall be cooperatively determined. The accuracy of such maps and records must be verified by the Party proposing to use them.

10. UNAUTHORIZED ATTACHMENTS

10.1. Unauthorized Attachment Fee. Licensee shall pay to Licensor an Unauthorized Attachment Fee within thirty (30) days of notification of each Unauthorized Attachment. Licensor may require that such Unauthorized Attachment be removed by Licensee. The Unauthorized Attachment Fee shall be in addition to any and all other applicable fees, including without limitation, Pole Attachment

Rental Fees due and payable for the current year and all prior years in which the Unauthorized Attachment existed. Nothing herein shall act to limit any other remedies, including a remedy for trespass, which may be available to Licensor as a result of any Unauthorized Attachment.

10.2. Licensor Failure to Act. No act or failure to act by Licensor regarding any Unauthorized Attachment shall be deemed to ratify or license the Unauthorized Attachment. If an Application for such attachment is subsequently approved, such approval shall not operate retroactively to constitute a waiver by Licensor of any of its rights under this Agreement regarding the Unauthorized Attachment, and Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception with regard to any such Unauthorized Attachment.

11. REPLACEMENT AND RELOCATION OF POLES; REARRANGEMENT OF FACILITIES

11.1. Replacement or Relocation of Poles. Except in an emergency involving safety of persons or protection of property, as determined by Licensor in its sole judgment, Licensor shall provide sixty (60) days' notice to Licensee whenever Licensor intends to replace or relocate an Attached Pole, or remove an Attached Pole in order to relocate facilities underground, specifying the poles involved and the time of such proposed replacement, relocation or removal. Licensee may, at the time so specified, transfer its Attachments to the new or relocated Attached Pole or the underground facilities, provided that Licensee has entered into a contract with Licensor authorizing the use of such underground facilities. Should Licensee fail to transfer its Attachments at the time specified for such transfer, Licensor may elect to transfer Licensee's Attachments, and Licensee shall reimburse Licensor for all costs of such transfer, and Licensor shall not be liable for any loss or damage to Licensee's facilities which may result. Licensee shall be responsible for any damages resulting from its failure to transfer its Attachments. If Licensor has removed its attachments and Licensee's Attachment(s) remain on the original pole, Licensee shall become liable for the original pole, if it still exists, as provided in Section 12.1

11.2. Replacement and Relocation Costs. Licensor shall replace or relocate Power Poles at its own expense. Notwithstanding the foregoing, if Licensor in good faith determines that a Power Pole needs replacement in order to accommodate Licensee's proposed Attachments, then Licensor may do so with Licensee's written consent and Licensee will bear the expense of such replacement.

11.3. Vacating Pole Space. In the event it becomes necessary for Licensor, Licensor's subsidiary or affiliate or any other entity in which Licensor holds an interest, or another utility with whom Licensor has a prior agreement for pole attachments, to use the space on a Power Pole occupied or to be occupied by Licensee's Attachments, Licensee shall, upon receipt of sixty (60) days' notice, to either (a) vacate the space by removing its Attachments at its own expense, or (b) if Licensor decides to replace the pole with a larger pole that can accommodate Licensee's Attachments, bear the expense of such replacement and transfer its Attachments to the new pole.

11.4. Costs for Installation, Removal and Transfer of Licensee's Attachments. Licensee shall be solely responsible for all costs of installation, removal or transfer of its Attachments on, from or to Licensor's Power Poles.

11.5. Costs for Rearrangement of Other Facilities. In any case where the facilities of Licensor or another attacher(s) are required to be rearranged on the poles of Licensor in order to accommodate Licensee's Attachments, Licensee shall reimburse Licensor and the other attacher(s) the total reasonable costs incurred by Licensor or the other attacher(s) in rearranging such facilities to accommodate Licensee's Attachments.

12. ABANDONMENT OR REMOVAL OF ATTACHED POLES; COMPLIANCE WITH GOVERNMENT DIRECTIVES

12.1. Right to Abandon or Remove; Licensee Obligations. Upon sixty (60) days' notice to Licensee, Licensor may in its sole discretion abandon or remove any Attached Pole. Within this 60-day period, Licensee shall, in its sole discretion and at its sole expense, remove its Attachments, transfer its facilities to the nearest facilities owned by Licensor if authorized by Licensor, or take other action not inconsistent with this Agreement. If, at the expiration of the 60-day period, Licensor shall have no attachments on such pole, but Licensee shall not have removed all its Attachments, such pole may be sold to and become the property of Licensee at the sole option of Licensor. If Licensor elects to sell such pole, Licensor shall provide Licensee with a properly authorized bill of sale reflecting the net book value of the pole. Licensee shall receive the pole "as is," and shall indemnify, defend and hold harmless Licensor from all obligation, liability, cost, claim, damage, expense or charge related thereto or raised thereafter. Should Licensor elect to sell such pole, Licensee shall take title to the pole for all purposes. Because poles and related items may contain various hazardous chemicals or properties, Licensee shall comply with the terms and directions of the appropriate material safety data sheet and with state and federal law regarding the maintenance, replacement, and/or disposal of the pole. Licensor does not warrant, guarantee, or imply that such pole possesses sufficient mechanical strength as required by or for any use of Licensee. Licensor makes no representations or guarantees concerning any right to occupy the premises where the pole is currently located upon the removal of Licensor's facilities.

12.2. Governmental Requirement to Remove. In the event that the use of any Power Pole is or becomes lawfully forbidden by federal, state, county or municipal authorities or by owners of private property, Licensor shall provide sixty (60) days' notice to Licensee that the Authorization covering the use of such pole will be terminated, and that the Attachment(s) of Licensee must be removed from the affected pole at Licensee's expense. Notwithstanding the foregoing, if the federal, state, county or municipal authority, or private landowner requires discontinuance of the pole in less than sixty (60) days, the notice provided by Licensor shall be reduced accordingly.

12.3. Governmental Requirement to Shorten Pole. If a governmental authority requires Licensor to reduce the height of a Power Pole such that the continued presence of Licensee's Attachments would not comply with the requirements of this Agreement, then the Authorization covering Licensee's Attachments to the pole shall immediately terminate upon prompt notice from Licensor, and Licensee shall remove its Attachments from the affected pole at its own expense by the date specified by Licensor.

12.4. Removal of Attachments. Licensee, pursuant to Section 18, may in its sole discretion remove any of its Attachments from Licensor's Power Poles. Such notice shall fully identify, by pole number and location, the poles from which such Attachments are being removed. Licensee's obligations to make Pole Attachment Rental Fee payments shall continue until (i) Licensor receives such notice, and (ii) Licensee actually removes its Attachments. No refund of any rental fee will be due on account of such removal unless that removal is triggered by a Default of this Agreement by Licensor. Licensee shall immediately treat all affected areas of the pole(s) with an industry-acceptable wood preservative, plug all holes left by such Attachments, and repair such facilities as reasonable and appropriate in Licensor's judgment.

13. REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1. Common Representations. Each Party represents and warrants that: (a) it has full authority to enter into and perform this Agreement; (b) this Agreement does not conflict with any other document or agreement to which it is a party or is bound, and this Agreement is fully enforceable in accordance with its terms; (c) it is a legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed; (d) the execution and delivery of this

Agreement and performance hereunder will not conflict with or violate or constitute a breach or default under its formation documents and will not violate any law, rule or regulation applicable to it; and (e) no consents need be obtained from any governmental agency or regulatory authority to allow it to execute, deliver and perform its obligations under this Agreement

13.2. Required Authorizations. Licensee represents and warrants that it has obtained all Required Authorizations, and covenants that it will maintain and comply with the Required Authorizations throughout the Term.

13.3. LIMITATIONS ON WARRANTIES. THERE ARE NO WARRANTIES UNDER THIS AGREEMENT EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH HEREIN. THE PARTIES SPECIFICALLY DISCLAIM AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OR REPRESENTATION REGARDING THE CONDITION AND SAFETY OF LICENSOR'S POWER POLES.

14. INDEMNIFICATION

14.1. Licensee Indemnification. Licensee shall indemnify, protect, save harmless and insure Licensor, its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages which may arise out of or be caused by Licensee or its agents, employees, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, rearrangement or removal of Licensee's Attachments or Unauthorized Attachments or the proximity of Licensee, its agents and employees on or in the vicinity of Licensor's Power Poles.

14.2. Licensor Indemnification. Licensor shall indemnify, protect, save harmless and insure Licensee, its officers, directors, employees and members, from and against any and all claims and demands for, or litigation with respect to, service interruptions, damages to property, and for injury or death to persons, including payments made under any Worker's Compensation Law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by any gross negligence or willful misconduct of Licensor or its agents, employees, contractors or subcontractors on or in the vicinity of Licensee's authorized Attachments.

14.3. Notice. In the event of any claim, demand or litigation specified in this section, the Party to be indemnified (the "Indemnified Party") shall give prompt notice to the other Party (the "Indemnifying Party") of such claim, demand or litigation. The Indemnifying Party shall have sole control of the defense of any action or litigation on such a claim or demand (including the selection of appropriate counsel) and all negotiations for the settlement or compromise of the same, except that the Indemnifying Party may not make any non-monetary settlement or compromise without the Indemnified Party's consent, which consent shall not be unreasonably withheld. The Indemnified Party shall cooperate with the Indemnifying Party in the defense and/or settlement of any claim, demand or litigation. Nothing herein shall be deemed to prevent the Indemnified Party from participating in the defense and/or settlement of any claim, demand or litigation by the Indemnified Party's own counsel at the Indemnified Party's own expense.

15. LIMITATIONS ON DAMAGES

UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY A PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED.

16. INSURANCE

16.1. Insurance Requirement. Each Party shall carry insurance reasonably satisfactory to the other Party to protect the Parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result directly or indirectly from or by reason of any loss, injury, death or damage involving any Attachment. Throughout the Term of this Agreement, the Parties shall take out and maintain, and shall ensure that its agents, contractors and subcontractors take out and maintain, insurance that, at a minimum, conforms with the RUS insurance requirements of 7 CFR §1788.11, as it may be amended, which currently requires:

- (a) Workers' compensation and employer's liability insurance, as required by law, covering all employees who perform any of the Parties' obligations under this Agreement. If workers' compensation or employer's liability insurance is not required by law in the state in which the poles subject to this Agreement are located, then insurance shall be obtained by the Parties that is equivalent to what would be applicable if workers' compensation and employer's liability laws were in effect.
- (b) Public liability insurance covering all of the Parties' operations under the Agreement with limits for bodily injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. A single limit of \$1 million of bodily injury and property damage is acceptable. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.
- (c) Automobile liability insurance on all motor vehicles used in connection with the Agreement, whether owned, non-owned, or hired, with limits for bodily injury or death of not less than \$1 million per person and \$1 million per occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may also be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

16.2. Certificate of Insurance. Within thirty (30) days of the Execution Date, each Party shall furnish to the other Party a certificate evidencing compliance with the above insurance requirements. This certificate shall list the other Party as additional insured and shall note specific cancellation language, as follows: "In the event of cancellation or material change of said policies, the insuring company shall give the Party to whom this certificate is issued thirty (30) days prior notice of such cancellation or material change." If either Party fails to renew adequate insurance, Licensor may terminate this Agreement pursuant to Section 17 (Defaults).

16.3. Responsibility for Contractors. Licensee shall bear full responsibility for ensuring that its agents, contractors and subcontractors are in full compliance with the requirements of this section before they perform any work for Licensee in connection with this Agreement. Licensor shall bear full responsibility for ensuring that its agents, contractors, and subcontractors are in full compliance with the

requirements of this section before they perform any work for Licensor in connection with this Agreement.

16.4. No Limitation on Indemnities. The purchase of the insurance required by this section shall not relieve Licensee or Licensor of its liability or obligations under this Agreement or otherwise limit Licensee's or Licensor's liability under Sections 14.1 and 14.3.

17. DEFAULTS

17.1. Licensee Default. If Licensee is in Default under this Agreement and fails to correct such Default within the cure period specified below, Licensor may, at its option, and without further notice:

- (a) declare this Agreement to be terminated in its entirety;
- (b) terminate the Authorization covering the Power Pole(s) with respect to which such Default shall have occurred;
- (c) decline to authorize additional Attachments under this Agreement until such Defaults are cured;
- (d) suspend Licensee's access to or work on any or all of Licensor's Power Poles;
- (e) correct such Default and charge Licensee as provided in this Agreement; and/or
- (f) seek specific performance of the terms of this Agreement through a court of competent jurisdiction.

17.2. Licensee Cure Period. For a period of thirty (30) days following receipt of notice from Licensor, Licensee shall be entitled to take all steps necessary to cure any Defaults. The 30-day notice and cure period does not apply to any Default by Licensee of its payment obligations under this Agreement.

17.3. Termination Because of Licensee Default. If Licensor terminates this Agreement because of Licensee's Default, Licensee shall not be entitled to any refund of any Pole Attachment Rental Fee.

17.4. Reimbursement for Licensor Work. If Licensee fails to cure a Default with respect to the performance of any work that Licensee is obligated to perform under this Agreement, Licensor may elect to perform such work, and Licensee shall reimburse Licensor for all costs related thereto.

17.5. Licensor Default. If Licensor is in Default under this Agreement, Licensor shall have thirty (30) days following notice from Licensee within which to correct such Default. If Licensor does not cure its Default within the allotted time period, Licensee may, at its sole discretion, either terminate this Agreement or seek specific performance of the terms of this Agreement through a court of competent jurisdiction. If Licensee elects to terminate the Agreement, Licensor shall within thirty (30) days refund to Licensee on a pro rata basis any Pole Attachment Rental Fee paid for the current annual rental period.

17.6. Attorney Fees and Court Costs. If either Party fails to cure a Default with respect to any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of that Party, to enforce its rights under this Agreement, the defaulting Party agrees to pay all reasonable attorney fees and court costs of litigation associated with such enforcement, if the other Party is successful.

18. TERMINATION OF AGREEMENT

In addition to as otherwise provided herein, this Agreement may be terminated, immediately upon written notice, without any penalty or further liability accruing thereafter, as follows:

- A. By Licensor, if Licensee fails to make any monetary payment due under this Agreement within ten (10) days after Licensee's receipt of written notice of default from Licensor;
- B. By Licensor if Licensee defaults (other than a default described in Section 10. A. above) and fails to cure such default within thirty (30) days after written notice of such default is received; provided, however, that if such default is capable of being cured, but not within such thirty (30) day period, this Agreement may not be terminated so long as Licensee commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible;
- C. By Licensee upon sixty (60) days prior notice if it is unable to obtain, maintain or otherwise forfeits or cancels any license, permit or governmental approval necessary for the construction or operation of the Attachment or Licensee's business or intended use of the Attachment;
- D. By either Party upon a default of any covenant or term of this Agreement by the other Party which default is not cured within thirty (30) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); and
- E. By Licensee, upon ninety (90) days' written notice by Licensee if Licensee determines that its Attachment(s) is or becomes unacceptable under Licensee's design or engineering specifications for the communications system to which the Attachment belongs for technological or economic reasons.
- F. Upon termination of this Agreement, Licensee and Licensor shall meet and shall collaborate in good faith to develop a schedule to remove Licensee's Attachments from Licensor's Power Poles. In the event that the Licensee and Licensor cannot agree upon a schedule then Licensee shall act diligently and promptly to remove its Attachments from Licensor's Power Poles, provided that any Attachments remaining on Licensor's Power Poles after five years from the date of termination of this Agreement may be removed by Licensor, and used, disposed of or sold by Licensor, at Licensee's sole expense and without any liability to Licensee. Notwithstanding the foregoing, Licensee in its sole discretion may remove an Attachment at any time with prior notice to Licensor.

19. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

20. MODIFICATIONS

Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented at any time only upon written agreement by the Parties hereto. Notwithstanding the foregoing, all Exhibits may be modified by Licensor upon thirty (30) days' notice to Licensee. The names, addresses, facsimile

numbers and electronic mail addresses to which notices must be sent may be modified by either Party upon notice to the other.

21. PAYMENT OF TAXES

Each Party shall pay their proportional share of all taxes and assessments lawfully levied on its own property and services subject to this Agreement.

22. NOTICES

Any notice, request, consent, demand, designation, approval or statement required to be made to either Party by the other shall be in writing and shall be delivered via personal delivery, Federal Express (or other equivalent, generally recognized overnight delivery service), or electronic mail transmission, or certified U.S. mail return receipt requested. Notice given by electronic mail shall be deemed given when directed to an electronic mail address at which the recipient has consented to receive such notice. Notice given by personal delivery, overnight delivery, or certified U.S. mail shall be effective upon receipt.

23. CONFIDENTIALITY

Neither Party shall at any time disclose, provide, demonstrate or otherwise make available to any third party any of the terms or conditions of this Agreement, except and only after obtaining the consent of the other Party, or as may be required by applicable law or governmental authorities. Notwithstanding the foregoing, nothing in this section shall prevent disclosure to a Party's authorized legal counsel who shall be subject to this confidentiality section, nor shall it preclude the use of this Agreement by the Parties to obtain financing, to make or report matters related to this Agreement in any securities statements, or to respond to any requests by governmental or judicial authorities; provided, however, that any such disclosure shall be limited to the extent necessary, and shall be made only after attempting to obtain confidentiality assurances. Notwithstanding the foregoing, prior to making any disclosure in response to a request of a governmental authority or legal process, the Party called upon to make such disclosure shall provide notice to the other Party of such proposed disclosure sufficient to provide the other with an opportunity to timely object to such disclosure.

24. FORCE MAJEURE

Except as may be expressly provided otherwise, neither Party shall be liable to the other for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to: (a) acts of God, fire, explosion, vandalism, storm, or other similar occurrences; (b) national emergencies, insurrections, riots, acts of terrorism, or wars; or (c) strikes, lockouts, work stoppage, or other labor difficulties. To the extent practicable, the Parties shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the force majeure event causing the failure or delay has ceased. Each Party shall promptly notify the other Party of any delay in performance under this section and its effect on performance required under this Agreement.

25. CONSTRUCTION OF AGREEMENT

This Agreement was reached by each Party after arms' length negotiations and upon the opportunity for advice of counsel and shall not in any way be construed against either Party on the basis of having drafted all or any part of this document. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the words "including" or "includes" do not limit the preceding words or terms.

26. OWNERSHIP RIGHTS

All Attached Poles under this Agreement shall remain the property of Licensor, and Licensee's rights in Licensor's Power Poles shall be and remain a mere license for as long as authorized under the terms and conditions of this Agreement. Nothing herein shall be construed to compel Licensor to maintain any of its poles for a longer period than is required by Licensor's own service requirements.

27. THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, this Agreement is intended to benefit only the Parties and may be enforced solely by the Parties, their successors in interest or permitted assigns. It is not intended to, and shall not, create rights, remedies or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, except as provided herein.

28. SEVERABILITY

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any law, such law shall prevail. In such event, however, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

29. PRIOR AGREEMENTS SUPERSEDED

This Agreement embodies the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement and supersedes and replaces any and all previous agreements entered by and between Licensor and Licensee, written or unwritten, with respect to that subject matter.

30. ASSIGNMENT AND TRANSFER

Licensee shall not assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensor. Licensor may condition such consent upon the assignee's or transferee's agreement to reasonable additional or modified terms or conditions. Notwithstanding the foregoing however, Licensor's consent shall not be required for Licensee to assign and transfer its interest in this Agreement to its parent company, or to any subsidiary or affiliate of it or its parent company, or to any successor-in-interest, provided any such assignee agrees in writing and demonstrates the financial ability to assume in full the Licensee's obligations under this Agreement. Licensor may assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior consent of Licensee .

31. FACSIMILE AND ELECTRONIC SIGNATURES; COUNTERPARTS

This Agreement may be executed using electronic signatures and such electronic version of the Agreement shall have the same legally binding effect as an original paper version. This Agreement may be executed in counterparts, each of which shall be deemed an original.

32. SURVIVAL; LIMITATIONS ON ACTIONS

Notwithstanding the termination of this Agreement for any reason, Sections 14, 15, 19, 22, 23, and 25 through 29 shall survive termination for the applicable statute of limitations. Notwithstanding any provisions to the contrary, all rights, remedies, or obligations which arose or accrued prior to the

termination or expiration of the terms hereof shall survive and be fully enforceable for the applicable statute of limitations.

[END OF TERMS AND CONDITIONS]

Exhibit 1.1

Application No. _____

Name of Licensee Company:

POLE ATTACHMENT APPLICATION

In accordance with the above referenced Agreement, application is hereby made for Licensee to make attachments to _____ (no more than 50) Power Poles located in or near _____, in the County of _____ and the State of New Mexico.

The poles for which Authorization to attach is requested are listed by pole number below and further identified on the attached map.

The following information is attached as part of this Application:

- (a) construction plans and drawings detailing Licensee's build out plan;
- (b) maps indicating specifically the Power Poles of Licensor that Licensee proposes to use; Included on the maps should be the Latitude and Longitude of the start and ending poles intended for use.
- (c) the number and character of the Attachments to be placed on each Power Pole;
- (d) all equipment to be included in Licensee's attachments;
- (e) Drop/Lift Poles that Licensee intends to install;
- (f) the total tension, weight, clearance, and transverse loading data for the wires, including multiplication by the applicable overload factors of the NESC;
- (g) the size and type of messenger wire including weight/feet and design tension;
- (h) the size and type of cable including weight/feet, design tension, and diameter;
- (i) a drawing showing the type and manner of bolted Attachments;
- (j) a drawing showing installation specifications, rating, and guy and anchor requirements proposed to be used by Licensee;
- (k) any pedestal attachments; and
- (l) any other information necessary, in Licensor's sole judgment, for Licensor to determine if the requirements of Section 4.4 are met.

LICENSEE:

By: _____

Title: _____

Date: _____

List of Poles

(use additional sheets as necessary)

Exhibit 1.2

Application No. _____
Name of Licensee Company:

LOCATION OF LICENSEE SERVICE AREA

Attached hereto is a map or sketch graphically depicting Licensee's Service Area. The map or sketch shall be:

- (i) no larger than 30" x 30";
- (ii) properly folded to a size of no greater than 8 1/2" x 11" for inclusion in this Agreement;
and
- (iii) stapled to the Agreement in the upper left corner.
- (iv) Updated map if during the year service area has grown beyond original boundaries

This map need not show the precise location of each of Licensor's poles to which attachment is sought but should identify the general area in which Attachments currently exist or are planned.

LICENSEE:

By: _____

Title: _____

Date: _____

Exhibit 1.3

Application No. _____
Name of Licensee Company:

LICENSOR RULES AND PRACTICES FOR ATTACHMENTS

1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Power Poles caused by the placement of Licensee's facilities shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee may not place new guy attachments on Licensor's anchors without Licensor's prior consent.
3. A preliminary "ride through" of the proposed route of Licensee's facilities shall be made by representatives of Licensor and Licensee upon request by Licensor.
4. Licensee shall check and verify the condition of any pole prior to climbing or performing work on it. If a pole is deemed unsafe, Licensee must immediately notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each pole as any existing telephone or communications cable, or as otherwise designated by Licensor.
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be grounded by bonding to the existing pole ground with #6 solid, bare, soft drawn copper wire.
8. Licensee shall install no power supply on any of Licensor's poles.
9. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
10. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
11. All of Licensee's Attachments shall comply with NESC clearance requirements and shall be located a minimum of forty (40) inches below Licensor's lowest attached facilities. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.
12. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.

13. Licensee shall install and maintain any and all its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used pole, subject to the approval of Licensor in its sole discretion.
14. In the event that any of Licensee's proposed attachments are to be installed upon poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party(ies) to determine clearances between its facilities and those of Licensor and such other party(ies), except that Licensee may not in any way modify the clearance requirements set forth in this Agreement.
15. Licensee shall provide to Licensor a statement summarizing the standards used by Licensee for its standard pole attachment installations. Such standards shall be signed and approved by a Professional Engineer representing Licensee, confirming that Licensee's standard installations conform to the NESC and good engineering design. With respect to non-standard Attachments, Licensee's Professional Engineer shall prepare or review plans for such non-standard Attachments and submit such plans to Licensor with a statement that such non-standard Attachments comply with the NESC and good engineering design.

* * *

Exhibit 1.4

Application No. _____
Name of Licensee Company:

MAKE READY ESTIMATE
AND ACCEPTANCE OF MAKE READY ESTIMATE

Make Ready Estimate

Licensor must perform the following Make Ready Work at an estimated cost to Licensee of \$ _____ and an estimated completion date of _____:

[SEE ATTACHED]

LICENSOR:

By: _____
Title: _____
Date: _____

* * *

Acceptance of Make Ready Estimate

The above Make Ready Estimate is accepted by Licensee.

Licensee shall complete installation of its Attachment(s) within ____ days following Licensor’s notice of completion of Make Ready Work.

LICENSEE

By: _____
Title: _____
Date: _____



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.2

SUBJECT: Approval of MOU between Children, Youth & Families Dept. (CYFD) and the City of Truth or Consequences Police Department.

DEPARTMENT: Police Department

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Victor Rodriguez, Chief of Police

WHO WILL PRESENT THE ITEM: Victor Rodriguez, Chief of Police

Summary/Background:

Approval of the MOU between CYFD and the City of Truth or Consequences Police Department.

Recommendation:

Approve MOU

Attachments:

- MOU
- .

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 8-11-2021

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AND
TRUTH OR CONSEQUENCES POLICE DEPARTMENT**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made by and between The Children, Youth and Families Department ("CYFD") and Truth or Consequences Police Department (TorC PD)

RECITALS:

WHEREAS, CYFD maintains the Family-Automated Client Tracking System (FACTS) Protective Service and Juvenile Justice Services Division databases, which contain case management information relating to active and historical CYFD cases, clients and investigations;

WHEREAS, TorC PD has requested access to FACTS Protective Service and Juvenile Justice Services Division databases;

WHEREAS, TorC PD is authorized under the provisions of §§32A-2-32C (7) and 32A-4-33B (7) NMSA 1978 to be granted access to otherwise confidential CYFD records and information;

WHEREAS, TorC PD requests such information so that TorC PD law enforcement officers will have access to the FACTS Protective Service and Juvenile Justice Services Division databases for investigative purposes;

WHEREAS, the purpose of this Memorandum is to allow TorC PD access to the information contained in these databases in order to enhance officers' ability to respond, react and make operational decisions regarding law enforcement events and investigations;

WHEREAS, the confidentiality provisions codified in §§32A-2-32 and 32A-4-33 NMSA 1978 generally prohibit the disclosure of information subject to certain exceptions;

NOW, THEREFORE, IT IS AGREED as follows:

I. TERM OF MEMORANDUM

This Memorandum shall take effect upon signature by the authorized representatives of CYFD and TorC PD, and shall remain in effect until the sooner of July 1, 2023, or being terminated by CYFD or TorC PD, upon fourteen days written notice pursuant to Paragraph V herein.

II. DEFINITIONS AND ABBREVIATIONS

"Disclose" or "disclosure" means the release of information, with or without the consent of the individuals or employing party to whom the information pertains. Disclosure includes all forms of electronic methods for the transmittal of information and may be in any media or by any means mutually agreeable to the parties.

III. REQUIRED TASKS UNDER THE MEMORANDUM

a) Joint Responsibilities

1. CYFD and TorC PD shall comply with the provisions of this Memorandum in all respects. Nothing in this Memorandum may be construed to allow any signatory to this Memorandum to maintain, use, disclose or share protected information in a manner not allowed by state law or CYFD regulation.
2. CYFD and TorC PD shall identify at least one authorized representative from their respective agencies who shall be responsible for processing and responding to information requests from the other party.

b) Responsibilities of CYFD

1. CYFD will provide access to TorC PD to the aforementioned CYFD databases. Use of the aforementioned CYFD databases is solely for investigative purposes. CYFD, in consultation with TorC PD, will provide procedures by which information from said database may be disseminated to officers investigating an incident.
2. CYFD will assist TorC PD in developing procedures and systems to ensure confidential information that is processed, stored, and/or transmitted under the provisions of this Memorandum will be maintained in a secure manner to prevent further disclosure of the information, including the interception, diversion, duplication, or other unauthorized access to said information.
3. CYFD will assist TorC PD in developing procedures and systems to ensure all information obtained pursuant to this Memorandum is kept in secured facilities and media and that access to such records is restricted to TorC PD personnel who are authorized to have access to said information to fulfill the purposes of this Memorandum.

4. CYFD agrees not to disclose any information generated or retrieved by TorC PD for the purpose of a TorC PD investigation in response to a public records request made under §14-2-1 *et. seq.* NMSA 1978 or pursuant to a request for disclosure in a criminal or civil proceeding without first consulting with TorC PD regarding objections as to confidentiality or privilege that Tor C PD may have prior to releasing the public records.

c) Responsibilities of TorC PD

1. TorC PD agrees not to share or re-disclose information received under this Memorandum with any other entity, organization or individual, except as permitted pursuant to §§32A-2-32 and 32A-4-33 NMSA 1978.
2. TorC PD agrees not to copy, reproduce or transmit information obtained pursuant to this Memorandum except as necessary to fulfill the purpose of this Memorandum or as permitted pursuant to §§32A-2-32 and 32A-4-33 NMSA 1978. Storage of all information must be by secure electronic systems and/or networks. All copies of information obtained pursuant to this Memorandum of any type including any modifications or additions to such information from any source, are subject to the provisions of this Memorandum in the same manner as the original information.
3. The ability to access or maintain information under this Memorandum shall not under any circumstances transfer from or be assigned to any other individual, institution, organization or entity.
4. TorC PD agrees that procedures and systems will be established to ensure that all confidential information processed, stored, and/or transmitted under the provisions of this Memorandum shall be maintained in a secure manner that prevents further disclosure of the information, including the interception, diversion, duplication, or other unauthorized access to said information.
5. TorC PD agrees to establish procedures and systems to ensure all information obtained pursuant to this Memorandum is kept in secured facilities and media and that access to such records is restricted to TorC PD personnel who are authorized to have access to said information to fulfill the purposes of this Memorandum.
6. TorC PD shall inform CYFD when any employee with access to the portal ceases employment with TorC PD within in 24 hours to allow CYFD to terminate their access.
7. TorC PD shall inform CYFD of incidents of breach of the security of any information received from CYFD pursuant to this Memorandum.

8. TorC PD agrees not to disclose any information obtained from CYFD pursuant to this Memorandum in response to a public records request made under §14-2-1 *et seq.* NMSA 1978 without consulting with CYFD regarding objections as to confidentiality and privilege CYFD may have prior to releasing the public records.
9. TorC PD agrees that access to information will be restricted to authorized employees who require the information for investigative purposes in furtherance of their official duties.

IV. SCOPE OF MEMORANDUM

This Memorandum incorporates all the understandings between CYFD and TorC PD concerning the subject matter hereof. No prior Memorandum, verbal representations, or understandings shall be valid or enforceable unless embodied in this Memorandum.

V. TERMINATION OF MEMORANDUM

This Memorandum may be terminated by CYFD or TorC PD, upon written notice delivered to the other not less than fourteen (14) days prior to the intended termination date. By such termination notice, neither CYFD nor TorC PD, shall negate obligations already incurred or required to be performed prior to the effective date of termination.

CYFD or TorC PD, may suspend or terminate this memorandum upon learning of any violations of the terms of this MOU, or suspend this MOU until such time as it has been determined that the actions have been remedied or corrected. This Memorandum shall terminate automatically on July 1, 2023, unless extended by a written agreement.

IV. LIABILITY

Each party shall be solely liable for its own acts or failure to act in accordance with this MOU and will be solely responsible for the actions of its own officers, agents and employees within the strict limits of the New Mexico Tort Claims Act, NMSA 1978, 41-4-1 *et seq.*

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the year and date indicated, with the effective date being the most recent signature.

CHILDREN YOUTH & FAMILIES DEPARTMENT

Brian Blalock
Cabinet Secretary or Designee

Date

Reviewed as to legal form and sufficiency
New Mexico Children Youth & Families Department, Office of General Counsel

Chief General Counsel or Designee

Date

TRUTH OR CONSEQUENCES POLICE DEPARTMENT

Victor J. Rodriguez
Chief of Police

Date

Reviewed as to legal form and sufficiency
Jaime Rubin
City Attorney

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.4

SUBJECT: Approve recommendation from the Planning and Zoning Commission to approve a Level III Home Occupation Permit for a Small Auto Repair Shop at 1407 Mercury.

DEPARTMENT: Community Development

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background: All required documents and fees received. Public Hearing was held at the Planning and Zoning Commission Meeting on 8-2. No opponents were in attendance, and no comments for or against were received prior to the meeting. Applicants attended the Hearing as did 2 proponents. Board voted unanimously to recommend approval of the Home Occupation Permit.

Recommendation:

Final approval of Level III Home Occupation Permit

Attachments:

- Site Plan

Fiscal Impact (Finance): N/A

Legal Review (City Attorney): N/A

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-11-2021

ry St

Mercury St

Mercury St

Mercury St

Me

SHOP

1407 Mercury St
Truth or Consequences

HOUSE

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

DRAFT MINUTES

REGULAR MEETING

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

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

ROLL CALL:

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

ALSO PRESENT:

Traci Alvarez, Community Development Director
Angela A. Torres, City Clerk
Dawn C. Barclay, Deputy City Clerk

1. APPROVAL OF AGENDA:

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

2. APPROVAL OF MINUTES:

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

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

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. PUBLIC HEARING:

a. Public Hearing/Discussion/Action: Special Use/Conditional Use permit for Home Occupation Level III. Traci Alvarez, Community Development Director.

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

Chairman Hogg: Needed clarification if the electric bill would be effected?

Traci Alvarez, Community Development Director – Ms. Alvarez confirmed, the electric bill will not be effected it will remain as residential because they are applying for a Home Occupancy permit.

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

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

Vice-Chairman Sisney – Asked Ms. Alvarez "it has not been prohibited, just not listed".

Traci Alvarez, Community Development Director – Confirmed that it is not prohibited.

Member Bush - Commented by quoting from "Sec. 11-5-4, E., 8. h. Similar uses to the above – mentioned uses, as interpreted by the designated Zoning Administrator.

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

5. REPORTS FROM THE BOARD:

There were no reports from the board.

6. REPORTS FROM STAFF:

Traci Alvarez, Community Development Director – Ms. Alvarez is requesting a discussion for a new meeting time and/or date for the Planning & Zoning Commission be added to next months agenda. She explained there is a conflict with her attending another board meeting which is scheduled at the same time. She suggested to the board that the Planning & Zoning Commission might consider moving their meeting time to the second Monday of each month or keeping the current meeting date of the 1st Monday of each month but meeting at an earlier time.

7. ADJOURNMENT:

There being no further business to come before the Planning & Zoning Commission.

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

PASSED AND APPROVED ON THIS 6TH DAY OF SEPTEMBER 2021.

Michael Hogg, Chairman
Planning & Zoning Commission



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.5

SUBJECT: Approval of City of Truth or Consequences Organizational Chart.

DEPARTMENT: City Manager

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

This is for the approval of an Organizational Chart for the City of Truth or Consequences.

Recommendation:

Approve of Organizational Chart.

Attachments:

- Organizational Chart

Fiscal Impact (Finance): No

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

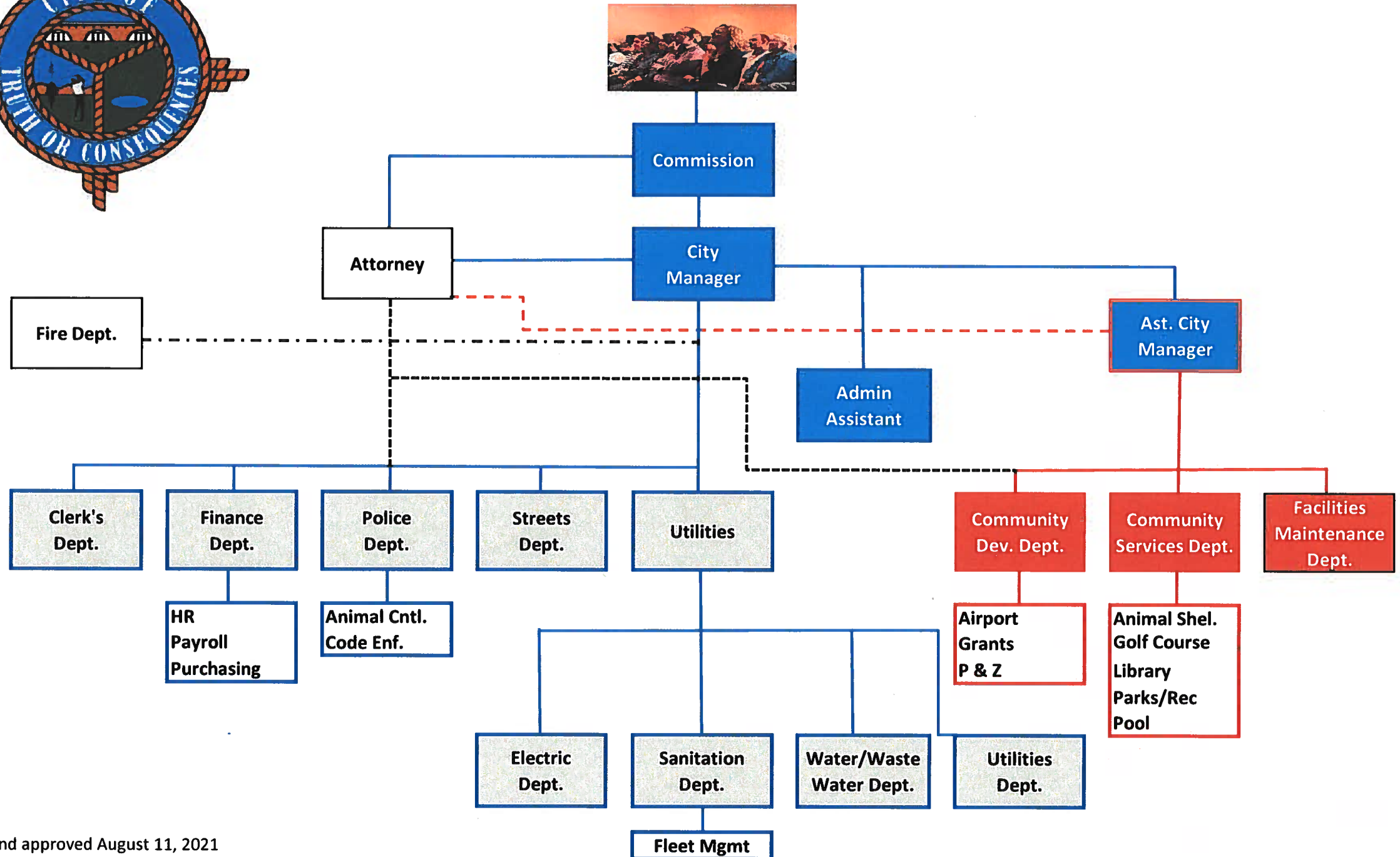
Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 8-11-2021



Organizational Chart





City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.6

SUBJECT: Approval of Amendment to the Housing and Care of Adult Prisoners Joint Powers Agreement (JPA) between the County of Sierra, and the City of Truth or Consequences.

DEPARTMENT: City Manager

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: City Manager Swingle

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

On July 27, 2021, the County of Sierra Board of Commissioners, unanimously agreed to amend the JPA with the City of Truth or Consequences to increase the cost of care for prisoners in the amount of \$110.00 per detainee. The basis of this increase, are due to the rise of cost at Luna County Detention Center.

Recommendation:

Approve of Organizational Chart.

Attachments:

- Letter from Sierra County
- JPA Brief
- Amendment I to JPA
-

Fiscal Impact (Finance): Yes

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agenda 8-11-2021

State of New Mexico

*Shelly Trujillo
County Clerk
575-894-2840*

*Candace Chavez
County Treasurer
575-894-3524*

*Michael Huston
County Assessor
575-894-2589*

*Thomas Pestak
Probate Judge
575-740-4900*



*Charlene Webb
County Manager
575-894-6215
855 Van Patten*

Truth or Consequences, New Mexico 87901

County of Sierra

*James E. Paxson,
Commission Chair
District 1*

*Travis Day,
Commission Vice-Chair
District 2*

*Hank Hopkins
Commissioner
District 3
575-894-6215*

*Glenn Hamilton
Sheriff
575-894-9150*

August 4, 2021

City Clerk's Office
500 Sims
T or C, NM 87901

Dear Angela,

Please, place the enclosed Joint Powers Agreement Addenda 1 on your next City Board meeting. Should there be any questions or concerns, I will be glad to assist.

When the documents are signed and completed, I will be glad to swing back and pick them up. I may be reached directly @ 575.952.2026. Thank you for assistance.

Regards,

A handwritten signature in blue ink, appearing to read "JH", is placed above the typed name of the sender.

Jocelyn Holguin
Chief Procurement Officer
County of Sierra
jholguin@sierraco.org

Shelly Trujillo
County Clerk
575-894-2840

Candace Chavez
County Treasurer
575-894-3524

Michael Huston
County Assessor
575-894-2589

Thomas Pestak
Probate Judge
575-740-4900



Charlene Webb
County Manager
575-894-6215
855 Van Patten

Truth or Consequences, New Mexico 87901

James E. Paxson,
Commission Chair
District 1

Travis Day,
Commission Vice-Chair
District 2

Hank Hopkins
Commissioner
District 3
575-894-6215

Glenn Hamilton
Sheriff
575-894-9150

PROCUREMENT MEMO

August 4, 2021

To the T or C Governing Board,

RE: Amendment 1- Joint Powers Agreement- Housing and Care of Adult Prisoners

On July 27, 2021, the County of Sierra Board of Commissioners, unanimously agreed to amend the JPA with the City of Truth or Consequences, to increase the cost of care for prisoners in the amount of \$110.00 per detainee.

The bases of this increase, are due to the rise of cost, at the Luna County Detention Center. Please, see the attached Addenda 1 for signatures and approvals. There are (3) Originals, which will need to be return to my office, in order for me to send to the State for completion. Once this process is competed and approved, I will provide an original document back to the City for your records.

Please, do not hesitate to contact myself, or Mrs. Lee, Detention Administrator, should you have any questions or concerns. I appreciate your time and review.

Regards,


Jocelyn Holguin
Chief Procurement Officer
County of Sierra
575.894.6215
jholguin@sierraco.org

Shelly Trujillo
County Clerk
575-894-2840

Candace Chavez
County Treasurer
575-894-3524

Michael Huston
County Assessor
575-894-2589

Tom Pestak
Probate Judge
575-740-4900



Charlene Webb
County Manager
855 Van Patten

Truth or Consequences, New Mexico 87901

James E. Paxon
District 2
575-894-6215

Travis Day
District 1
575-894-6215

Hank Hopkins
District 3
575-894-6215

Glenn Hamilton

Sheriff
575-894-9150

**JOINT POWERS AGREEMENT BETWEEN THE CITY OF T OR C
AND THE COUNTY OF SIERRA**

July 21, 2021

Dear Commissioner's:

RE: AMENDMENT 1 TO JOINT POWERS AGREEMENT WITH CITY OF T OR C

The Joint Powers Agreement between the County and the City for cost of services regarding the County detainees originated in August of 2015. This agreement is ongoing. Consider this notice to the County Commissioners to be included to the State as part of the justification letter to said amendment.

The Amendment 1 is to increase cost for care. These documents will go before the County of Sierra for official approval and forwarded to the City of Truth or Consequences to be approved by their governing bodies. On completion the entire packet will be sent to the Department of Finance and Administration. I am asking our County Commission to approve the enclosed JPA Amendment and allow me to move forward for processing. Thank you.

COST PER DETAINEE: \$110.00 increase from the \$95.00 per day

Please see attached documentation:

Respectively,


Jocelyn Holguin
Chief Procurement Officer

Notes: Send to City for approval. Approved: Yes Date: 7/27/2021

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE and ADMINISTRATION (DFA)
JOINT POWERS AGREEMENT (JPA) BRIEF

DFA Office of the Secretary
Bataan Memorial Bldg., Suite 180
Santa Fe, New Mexico 87501
(505) 827-4985

Agencies must complete and transmit this form along with all backup documentation to the DFA.

PRIMARY PARTY: County of Sierra
SECONDARY PARTY: City of Truth or Consequences
OTHER PARTY: N/A
CONTACT NAME: Virginia Lee PHONE: 575-740-9142
CONTACT ADDRESS: 311 N. Date St, Tenc, NM 87901

DOCUMENTS ENCLOSED:

AMOUNT:

JPA ☒
JPA Amendment ☒
Purchase Document
Written Justification ☒
Other

Federal Funds \$
General Fund \$
Other State Funds \$
Local Gov. Funds \$ 110.00 per inmate
TOTAL \$

Purpose: Increase cost per detainee per day
Term: on going From: 8/17/15 To: Present
FOR AN AMENDMENT, LIST THE ORIGINAL JPA EXPIRATION DATE:

Statutory Requirements- Agencies must check each blank CERTIFYING to DFA that the JPA:

<input checked="" type="checkbox"/>	jointly exercises a power common to the parties (Transferring funds from one agency to another does not constitute the joint exercise of power.);
<input checked="" type="checkbox"/>	clearly specifies its purpose;
<input checked="" type="checkbox"/>	establishes the method by which its purpose will be accomplished;
<input checked="" type="checkbox"/>	establishes the manner in which the joint power will be exercised;
<input checked="" type="checkbox"/>	provides for strict accountability of all receipts and disbursement;
<input checked="" type="checkbox"/>	addresses disposition, division, distribution and ownership of any property acquired as the result of the joint exercise of power; and
<u>N/A</u>	specifies that any surplus money shall be returned in proportion to the contributions made.

Other Requirements - Agencies must enter Y (Yes), N (No), or N/A (Not Applicable) to each of the following:

<u>yes</u>	Is one original and at least two copies of the JPA or amendment attached? (DFA will forward copies to the contact.)
<u>yes</u>	Does the JPA or amendment have original signatures executed by authorized officers, employees or other representatives empowered to bind their respective entities?
<u>yes</u>	Are all exhibits referred to in the JPA attached?
<u>N/A</u>	Does the JPA provide for the expenditure or transfer of public funds by a state agency? (All public money must be budgeted.)
<u>N/A</u>	Does the JPA provide for the transfer of local, state or federal funds to a state agency? If the answer is yes, cite or attach the legislative authority permitting the receiving state agency to increase its budget from such a transfer.
<u>yes</u>	If the JPA or amendment start date is prior to the date submitted to DFA or, if the original JPA has expired, is a justification letter requesting retroactive approval attached? (A detailed, letter explaining the circumstances must be signed by the agency head of one of the parties.)
<u>yes</u>	Has the JPA or amendment been reviewed by legal counsel? If yes, state Who <u>David Pato of Nance, Pato & Stark</u>

Agency Head Signature James E. Payson
Chairman

Title Commissioner

3/4/03
FILE COPY

**AMENDMENT 1 TO JOINT POWERS AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF SIERRA COUNTY AND THE CITY OF TRUTH
OR CONSEQUENCES, NEW MEXICO FOR THE HOUSING AND CARE OF
ADULT CITY PRISONERS**

THIS Amendment to the Joint Powers Agreement ("JPA") is made as of August 24, 2018, by and between the BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO, a political subdivision of the State of New Mexico ("COUNTY"), and the CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO ("CITY"), collectively ("PARTIES").

RECITALS:

A. The COUNTY and CITY approved a JPA providing for the housing and care of adult city prisoners, which JPA provides, in pertinent part, for compensation in the amount of \$95.00 per City Prisoner per day.

B. The COUNTY and CITY seek to increase the compensation provided under the Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated by reference as a material part of the JPA as if the same were set out completely in the JPA.

2. **Amendment.** The JPA shall be amended as set forth in this instrument, and, except as expressly amended by this instrument, shall remain in full force and effect as written.

3. **Modification to the Term of the Contract.** Section V(A) of the JPA, relating to the Compensation to be provided pursuant to the JPA, is deleted in its entirety, and the following paragraph is substituted in its place:

V. OBLIGATIONS OF CITY

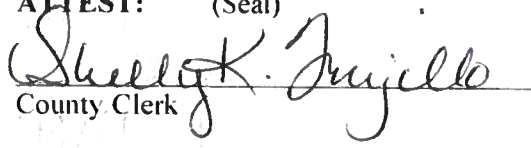
A. The City agrees to pay the County, not more than thirty (30) days after receipt of a monthly bill for the housing, care and feeding of all City Prisoners confined in the Detention Center at the rate of \$110.00 per City Prisoner per day or any fraction thereof, based upon a billing cycle of 12:01 a.m. (Midnight) to 12:00 a.m. (Midnight), which time starts at the time of booking.

WITNESSETH, the parties have made and executed this instrument as of the date of execution by the Department of Finance and Administration.

**APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:**


County Attorney

ATTEST: (Seal)

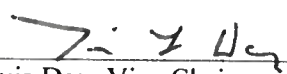

County Clerk

7/27/21
Date

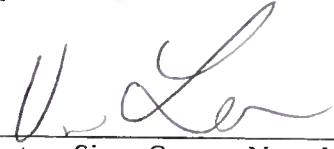
**BOARD OF COUNTY COMMISSIONERS
OF SIERRA COUNTY, NEW MEXICO**

By:


Jim Paxon, Chair


Travis Day, Vice-Chair


Hank Hopkins, Member


Administrator - Sierra County, New Mexico
Detention Center

APPROVED AS TO LEGAL FORM:

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

City Attorney

By: _____
Mayor

ATTEST: (Seal)

City Clerk

Date: _____

APPROVED:

NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, LGD

By: _____

Date: _____

DFA Secretary



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.7(a)

SUBJECT: Review, Approve, and Allocate FY 2021/2022 Lodgers Tax Funding for Chamber of Commerce.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Chamber of Commerce Applications for funding for 1 year service agreement with Certified Folder Display Service, Inc. to distribute visitor guide and Visit T or C Project design services with SparkNerds Design and Marketing Co. The total amount recommended for allocation is \$38,099.92 to be distributed as: \$3,059.92 for visitor guide distribution and \$35,040.00 for Visit T or C Project.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- Chamber of Commerce Application
- Draft Minutes from the LTAB Meeting on 07/26/2021 with the specific section highlighted in regards to Chamber of Commerce recommendation for allocation.

Fiscal Impact (Finance): N/A

\$38,099.92

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 8-11-2021

Application Deadline:

LTAB Allocated

CC Aprvd

Fund

NAME OF ORGANIZATION	AMOUNT ALLOCATED (FY)	AMOUNT ALLOCATED (FY)	AMOUNT REQUESTED (FY)	AMOUNT ALLOCATED (FY)
Chamber of Commerce	\$38,099.92			
Veteran's Memorial Park & Museum	\$3,475.44			
MainStreet Truth or Consequences	\$11,000.00			
TOTAL 214-2503-47406				
SC Recreation/Tourism Advisory Board	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
TOTAL 214-2503-60596				
COMBINED TOTALS				
ALL ALLOCATIONS ARE CONTINGENT UPON PROOF OF NONPROFIT STATUS WITH SOS & <u>IRS</u>.				

207 S. Foch
Truth or Consequences
New Mexico 87901



(575) 894-3536
<http://torcchamber.org>
info@torcchamber.org

May 18th, 2021

Jake Foerstner, Chairman
City of T or C, NM
Lodgers Tax Advisory Board
City Hall 505 Sims St.
Truth or Consequences, NM 87901

RECEIVED
MAY 19 2021

BY: *[Signature]*

RE: Chamber Funding Request

Dear Jake:

The enclosed request for Lodgers Tax funding is for a 1 year Contract with Certified Folder Co. for Distribution of the Chamber Visitor guide in El Paso, Tx at the International Airport, Major Hotel lobbies and The Fort Bliss Army Station Recreation Center. Additionally it covers Albuquerque, NM Sun-Port Airport Major hotel lobbies and the Albuquerque Convention and Visitor Center downtown Albuquerque.

The contract would start June 1st 2021.

Thank you in advance on behalf of the Chamber Board and Business membership.

[Signature]
Cary "Jagger" Gustin
Chamber Lodgers Tax Committee

LODGERS TAX ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY CLERK'S OFFICE
505 SIMS STREET

FY: ~~2020/2021~~ ^{2021/2022} APPLICATION FOR FUNDS

FORM IS DUE IN THE OFFICE OF
THE CITY MANAGER'S NO LATER THAN
July 17, 2020 by 5:00 PM

^{2021/2022} HELP SESSION: THURSDAY JUNE 25TH
4:00 PM IN THE CITY COMMISSION CHAMBERS
405 W. 3rd Street, Truth or Consequences, NM

EIN # 85-0034905

(NON-PROFIT CORPORATION COMMISSION) AUTHORITY NUMBER: 0280529

Tore/Sierra County CHAMBER of COMMERCE
NAME OF NON-PROFIT ORGANIZATION

207 South Foch St

P.O. BOX OR STREET ADDRESS

Tore, NM 87901

CITY, STATE & ZIP

109 5-18-2021
NO. OF MEMBERS DATE

CARY "JAGGER" GUSTIN
CONTACT PERSON (Print or Type)

Cary Jagger
SIGNATURE

575-312-2050

TELEPHONE NUMBER

AMOUNT REQUESTED: \$3,059.92

AMOUNT AWARDED: _____ (For Board Use Only) tailornans3@yahoo.com
E-MAIL

NAME OF EVENTS/PROJECTS: 1 YR contract to distribute the CHAMBER
visitors guide to EL PASO, TX and ALBUQUERQUE, NM

DATES OF EVENTS/PROJECTS: start date: 6-1-2021

7-1-2021 end

LOCATION OF EVENTS: EL PASO, TX and ALBUQUERQUE, NM

HOW MANY PEOPLE ATTEND: _____
(Total)

target audience is all outside Sierra County
(Outside Sierra County)

WHAT ARE YOUR METHODS FOR TRACKING YOUR EVENTS: the company certified Folder
Display service will provide tracking data

DESCRIBE THE EVENTS/PROJECTS: Distribute for 1 year the Tore CHAMBER visitor
guide to EL PASO, TX and ALBUQUERQUE, NM.

HOW WILL THE FUNDS BE USED? GIVE A PROPOSED BUDGET FOR YOUR ADVERTISING.
(EXAMPLE: RADIO, TELEVISION, NEWSPAPERS, BROCHURES, MAGAZINES, POSTERS, ETC.)

TYPE OF ADVERTISING: (Attach additional sheets if needed.)

ESTIMATED EXPENSE

PRINT:	_____	\$ _____
PUBLISH:	_____	\$ _____
RADIO:	_____	\$ _____
TELEVISION:	_____	\$ _____
WEBSITE:	_____	\$ _____
OTHER COSTS:	<u>1 year contract to distribute TORC</u>	\$ _____
	<u>CHANDLER visitor guide</u>	\$ <u>3,059.92</u>

HOW WILL YOU PROMOTE T. OR C. AND THE AREA IN CONJUNCTION WITH YOUR EVENT/PROJECT?

the TORC CHANDLER visitor guide will be distributed for 1 year
to EL PASO International Airport, major hotel lobbies and Fort Bliss Army
Recreation center ALBUQUERQUE Sunport Airport, major hotel lobbies
and ALBUQUERQUE convention and visitor center Downtown
ALBUQUERQUE

HAS YOUR ORGANIZATION APPLIED FOR FUNDING FROM ANOTHER SOURCE? ☐ YES ☒ NO
If so, please provide a copy of the funding application.

HOW MUCH WAS YOUR ORGANIZATION FUNDED? _____

DESCRIBE THE ACTIVITIES YOUR ORGANIZATION SOUGHT FUNDING FOR: _____

ATTACH A SEPARATE SHEET IF ADDITIONAL SPACE IS NEEDED FOR ANSWERS. THANK YOU.

ALL PRINTED MATERIALS OF THE ORGANIZATIONS WHICH ARE PAID FOR FROM LODGERS TAX MONIES, SHALL INCLUDE THE WORDING "PAID IN PART BY TRUTH OR CONSEQUENCES LODGERS TAX", THE CITY OF TRUTH OR CONSEQUENCES LOGO IF APPLICABLE, AND THE NEW MEXICO TOURISM DEPARTMENT LOGO. THE LOGO MAY BE OBTAINED BY VISITING WWW.NMTOURISM.ORG.

FOR BOARD USE ONLY:

PRIORITY NO. _____

AMOUNT TO BE RECOMMENDED TO CITY COMMISSION \$ _____

ANY SPECIAL INSTRUCTION OR ADDITIONAL COMMENTS:



DISTRIBUTION SERVICE AGREEMENT

RENEWAL

SALESPERSON: 061300 - Jay Anderson

FEDERAL TAX ID: 85-0034905

REF: 19-0115770

ADVERTISER ID: 127625

PO NUMBER:

SHIP TO:

BILL TO:

ADVERTISER: Chamber of Commerce T or C

ADVERTISER: Chamber of Commerce T or C

CONTACT: Theresa King, President

CONTACT: Theresa King

EMAIL: Theresa.King@SierraGrandeLodge.com

WEB SITE: torcchamber.org

ADDRESS1: 207 S. Foch Street

NEW ADDRESS:

ADDRESS1: 207 S. Foch Street

NEW ADDRESS:

ADDRESS2:

ADDRESS2:

CITY: Truth or Consequence

CITY: Truth or Consequence

STATE: NM ZIP: 87901

STATE: NM ZIP: 87901

PHONE: (575) 894-3536

FAX:

PHONE: (575) 894-3536

FAX:

DATE: 05/06/2021

CONTRACT: 20-0120138

REV: 00001

START DATE: 07/01/21

END DATE: 01/31/22

NAME OF BROCHURE / PUBLICATION:

Sierra County Visitor Guide

INVENTORY ID NUMBER: 011600

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MONTH	GROSS FEE	NET FEE
1-VM-12-SW/EP	El Paso Area - Magazines	113	06/01/21	09/30/21	400.00	4	1,600.00	1,600.00
1-VM-12-SW/AL	Albuquerque/I-40 - Magazines	152	10/01/21	01/31/22	400.00	4	1,600.00	1,600.00

COMMENTS/SPECIAL INSTRUCTIONS:

SUB TOTAL: 3,200.00
APPLICABLE SALES TAX: 126.00
TOTAL NET FEE: 3,326.00

APPROVED BY ADVERTISER

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: _____

Name (print): _____

Title: _____

Date: _____

MONTHLY BILLING SCHEDULE (Including applicable sales tax)

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

May	Jun	Jul	Aug	Sept	Oct
400.00	400.00	400.00	400.00	431.50	431.50
Nov	Dec	Jan	Feb	Mar	Apr
431.50	431.50	0.00	0.00	0.00	0.00

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

PREPAYMENT OPTION

➡ ☒ Yes ☐ No

(8.00% on all applicable programs) : (256.00)

SUBTOTAL: 2,944.00

APPLICABLE SALES TAX: 115.92

TOTAL PREPAID FEE

3,059.92

Signature: _____

Name (print): _____

Title: _____

Date: _____

Print Date: May 06 2021 at 12:38 PM

All fees billed 30 days in advance of service

Search Information



Entity Details

Business ID#: 280529

Status: Active

Entity Name: CHAMBER OF COMMERCE OF
TRUTH OR CONSEQUENCES
AND SIERRA COUNTY

Standing: Good Standing

DBA Name: Not Applicable

Entity Type and State of Domicile

Entity Type: Domestic Nonprofit
Corporation

State of Incorporation: New Mexico

Benefit Corporation: No

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

Information Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

o Pending Reports.

Registered Agent:

o Records Found.

License:

o Records Found.

Contact Information

Mailing Address: 207 S FOCH ST, Truth or Consequences, NM 87901

Principal Place of Business in New
Mexico: 207 S FOCH ST, Truth or Consequences, NM 87901Secondary Principal Place of Business in
New Mexico:

Principal Office Outside of New Mexico: Not Applicable

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

Principal Office Location in NM: Not Applicable

Provide Your Information

Pick a Password

Done

Congratulations **chamber of commerce**

Your Account has been created successfully, Please note the information below

Username: **the big bank**

Email Address: **INFO@CHAMBER.ORG**

[Print the Login Details](#)

[Login](#)

Registered Agent Information

Name: **SUE JACKSON**

Geographical Location Address:

Physical Address: **207 S FOCH STREET, TRUTH OR
CONSEQ, NM 87901**

Mailing Address: **NONE**

Date of Appointment: **05/29/2013**

Effective Date of Resignation:

Director Information

Title	Name	Address
Director	EDWARD TOWNSEND	906 N DATE STREET, TRUTH OR CONSEQUENCES, NM 87901
Director	SID BRYAN	108 MAIN, TRUTH OR CONSEQUENCES, NM 87901
Director	MIKE POTIA	614 MCADOO, TRUTH OR CONSEQUENCES, NM 87901

Officer Information

Title	Name	Address
President	ED TOWNSEND	906 N DATE, TRUTH OR CONSEQUENCES, NM 87901
Secretary	ANN SWANSON	103 N BROADWAY, TRUTH OR CONSEQUENCES, NM 87901

Organizer Information

Not Applicable

Incorporator Information

No Records to View.

Trustee Information

Not Applicable

Filing History

License History

[Back](#)

[Entity Name History](#)

[Return to Search](#)

[HELP ⓘ](#)[MENU ≡](#)

[Home](#) > [Tax Exempt Organization Search](#) > [Chamber Of Commerce Of Truth Or Conseq & Sierra County](#)

[Back to Search Results](#)

Chamber Of Commerce Of Truth Or Conseq & Sierra County

EIN: 85-0034905 | Truth Or Consequences, NM, United States

> [Other Names](#)

Form 990-N (e-Postcard) ⓘ

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

> [Tax Year 2019 Form 990-N \(e-Postcard\)](#)

Tax Period:

2019 (07/01/2019 - 06/30/2020)

EIN:

85-0034905

Legal Name (Doing Business as):

Chamber Of Commerce Of Truth Or Conseq & Sierra County

Mailing Address:

207 S Foch Street
Truth or Consequences, NM 87901
United States

Principal Officer's Name and Address:

Edward Townsend

207 S Foch Street
Truth or Consequences, NM 87901
United States

Gross receipts not greater than:

Organization has terminated:

No

Website URL:

- > **Tax Year 2018 Form 990-N (e-Postcard)**
- > **Tax Year 2017 Form 990-N (e-Postcard)**
- > **Tax Year 2016 Form 990-N (e-Postcard)**
- > **Tax Year 2015 Form 990-N (e-Postcard)**
- > **Tax Year 2014 Form 990-N (e-Postcard)**
- > **Tax Year 2013 Form 990-N (e-Postcard)**
- > **Tax Year 2012 Form 990-N (e-Postcard)**
- > **Tax Year 2011 Form 990-N (e-Postcard)**
- > **Tax Year 2010 Form 990-N (e-Postcard)**
- > **Tax Year 2008 Form 990-N (e-Postcard)**
- > **Tax Year 2007 Form 990-N (e-Postcard)**

Page Last Reviewed or Updated: 20-November-2020



Share



Print



2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Chamber of Commerce of Truth or Consequences and Sierra County
Project/Event Name	Visit T or C Project! – Billboards, digital ads & text campaign that drives overnight visitors from El Paso to T or C
Event Date(s) and Location (if applicable)	n/a
Event Organizer & Title within Organization (if applicable)	n/a
Phone Number of Organizer	2064062629
Email of Organizer	marianne@torc.beer
Organization Address	207 S Foch St, Truth or Consequences, NM 87901
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	Marianne Blaue, Secretary of COCTCSC, marianne@torc.beer

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$42,480
Anticipated Attendance (not including volunteers/staff):	n/a – not an event

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No ☒

How many times has your event occurred? List previous events years. If new, indicate "new":

n/a - Not an event

1. Define/Describe the overall project/event (what is happening at the event?):

We propose an advertisement campaign targeting the El Paso area to encourage tourism during the low peak season from June to September to bring El Paso heads to T or C beds and raise awareness about T or C as a getaway destination to the El Paso Market. The advertisements will focus on El Paso billboards, Facebook and Google Ads aimed at El Paso and Fort Bliss.

The attached proposal has multiple options so the Lodger's tax board wants to customize or change what the Chamber is proposing in this application to make it more effective.

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

El Paso professionals and families looking for a weekend or midweek getaway from the city in the summer and those who are working or serving at Fort Bliss.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

El Paso and Fort Bliss.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

No printed materials planned, all digital. All digital material will be distributed in El Paso, Fort Bliss.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

The Billboard campaign provides a short number to text for more information on hotels, attractions, etc. When people text the number, a link to a landing page from <https://www.sierracountynewmexico.info/> will direct them to hotels, attractions, etc. We can count the traffic that is sent to the website from the billboards and what website pages they explored. Facebook and Google Ads have their own built in measurement systems.

6. How many Facebook followers do you have for this event page or organization page (for a project)? Instagram followers?

n/a - This campaign will use paid advertising on Facebook and Google.

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated?

No

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

n/a

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
2 Lamar Billboards in El Paso \$2860/month "Location A and B" in packet	Billboards have 167,000K + weekly impressions each (to compare, Las Cruces billboards are cheaper but have ½ the impressions)	\$22,880
Online or Digital Ads	Facebook, Google	\$9500
SMS Texting	SMS Text Co – one recommended by Design Co.	\$1500
Design Services	SparkNerds Design and Marketing Co.	\$600
Marketing Coordination and Implementation of 4 month campaign and measurement reporting at end for city	\$80/hour at 25 hours per month	\$8000
TOTAL AMOUNT REQUESTED: Must match page 1.		\$42,480

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☐ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion or on or before May 31st, 2022, whichever comes first).

Print your name and title: Marianne Blaue, Secretary of Chamber of Commerce of T or C and Sierra County

Signature:

A handwritten signature in black ink, appearing to be 'M. Blaue', followed by a horizontal line extending to the right.

Date: 5/19/21

DRAFT

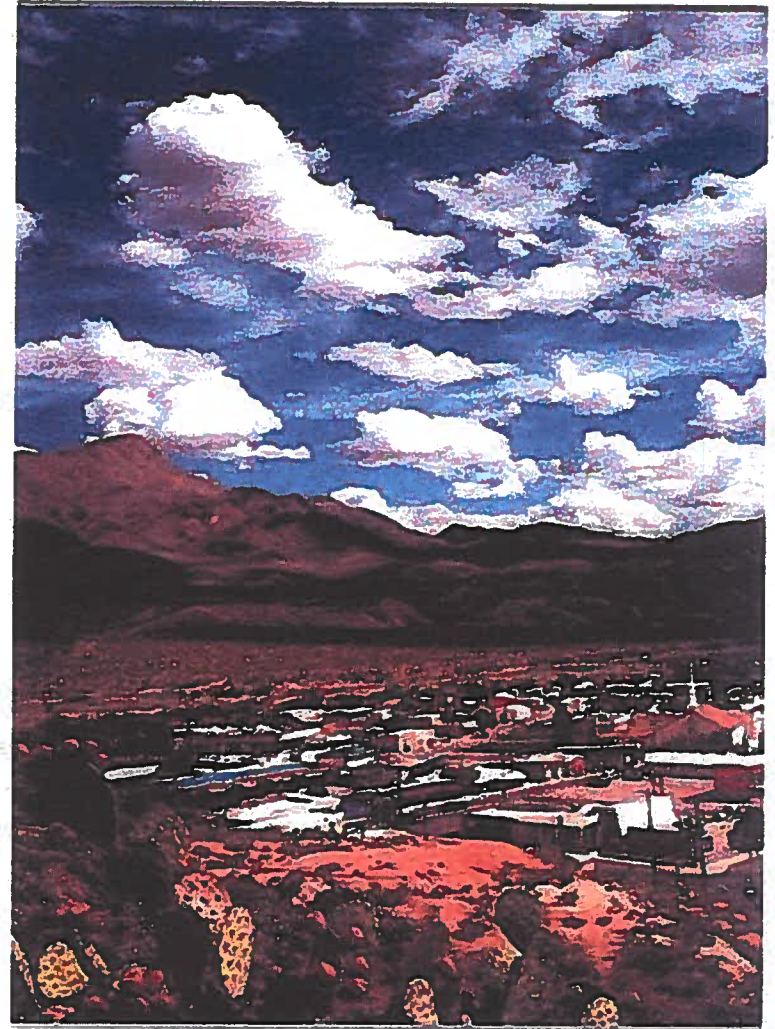


Marketing Proposal Framework

Visit T or C Project

The **Visit T or C Project** is designed to knit together existing tourism design assets and supply design services where/if needed.

We propose an advertisement campaign targeting the El Paso area to encourage tourism during the low peak season from June to September to generate more brand awareness as well as heads on beds.



Billboards

During the summer, many people travel up North to escape the heat, however T or C has plenty to offer to our neighbors in Texas.

Partnering with Lamar Advertising we can invest in several billboards in the El Paso area to encourage more visitors seeking a summer getaway.

Billboard design will use photography provided by business owners or the city. The design will also incorporate T or C's new brand guidelines and logo.

- **How will we track results?** We will track billboard viewers through SMS campaign that will send a text go recipient linking to the Sierra County tourism information website.
- **Why text campaign?**
 - a. 98% of text messages are read. 90% are read in the first 3 minutes.
 - b. The SMS advertising from billboards will create a database and campaign to share hotel stays or weekend trip suggestions.



Billboard placeholder imagery

Billboard Average

*Does not include implementation of marketing strategy

\$2,860 /month

El Paso

- Billboards on Hwy I-10
 - Weekly Impressions:
 - A: 167,955
 - B: 189,740
 - C: 765,060

<\$1,000 /month

Las Cruces

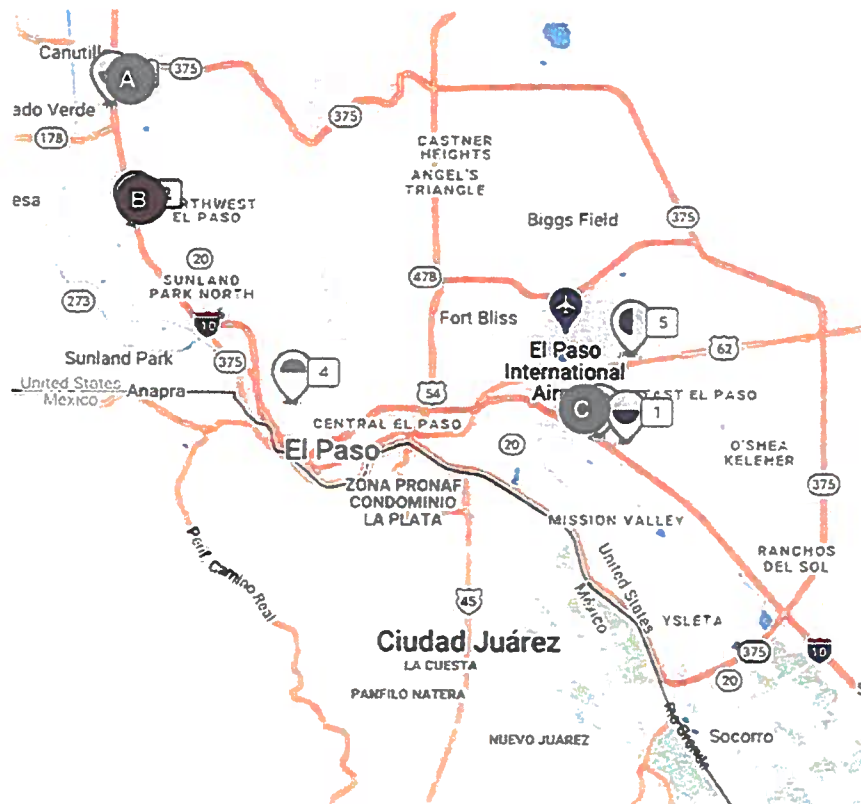
- Billboards on Hwy I-10 & I-25
 - Weekly Impressions:
 - D: 74,659
 - E: 86,054

\$300 /month

T or C

- Billboards on Hwy I-25
 - Weekly Impressions:
 - F: 20,219
 - G: 14,831

El Paso Billboard Placement



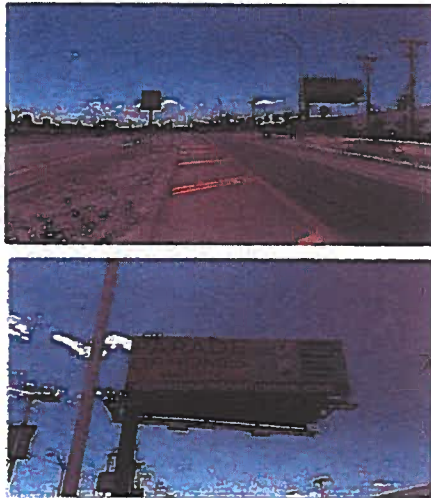
\$2,860 /month

El Paso

- Billboards on Hwy I-10
 - Weekly Impressions:
 - A: 167,955
 - B: 189,740
 - C: 765,060

El Paso: Location A

I-10 .37 MILES W/O ARTCRAFT ROAD S/S



ADVERTISING STRENGTHS: I-10 Bulletin inbound to Downtown and University areas of El Paso from the Westside of the city and the NM/TX border. West El Paso is an area with multiple new residential and retail developments including a major Outlet Shopping Center (Shoppes at El Paso).

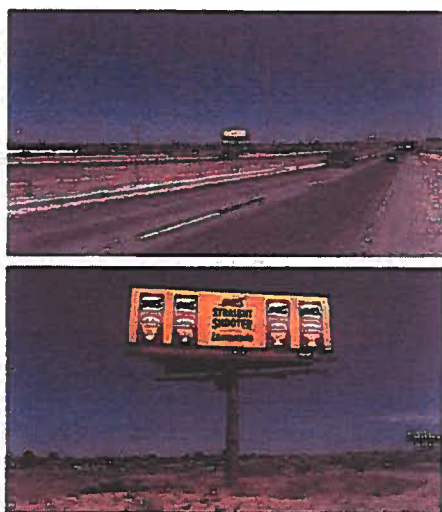
\$2,860 /month

- **WEEKLY IMPRESSIONS:** 167,955*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
30635311
- **LAT/LONG:**
31.888375 / -106.583537
- **MARKET:** EL PASO
- **PANEL SIZE:**
14' 0" x 48' 0"
- **VINYL SIZE:** 15' 0" x 49' 0"
- **FACING/READ:** North / Right
- **ILLUMINATED:** YES
- **MISCELLANEOUS:** \$1411.20 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W.
Amador Avenue Las Cruces, NM
88005

*Impression values based on: Total Population

El Paso: Location B

I-10 .5 MILES W/O NORTH MESA ST S/S



ADVERTISING STRENGTHS: I-10 Bulletin on West Side of El Paso in heavy traffic area. Panel located between Center City El Paso and growing Westside residential and retail areas. Panel catches traffic leaving Downtown and University areas towards residential and retail areas.

\$2,860/month

- **WEEKLY IMPRESSIONS:** 189,740*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
30635262
- **LAT/LONG:**
31.843897 / -106.572843
- **MARKET:** EL PASO
- **PANEL SIZE:**
14' 0" x 48' 0"
- **VINYL SIZE:** 15' 0" x 49' 0"
- **FACING/READ:** South / Left
- **ILLUMINATED:** YES
- **MISCELLANEOUS:** \$1411.20 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W. Amador Avenue Las Cruces, NM 88005

*Impression values based on: Total Population

El Paso: Location C

I-10 .13 MILES W/O HUNTER DR S/S



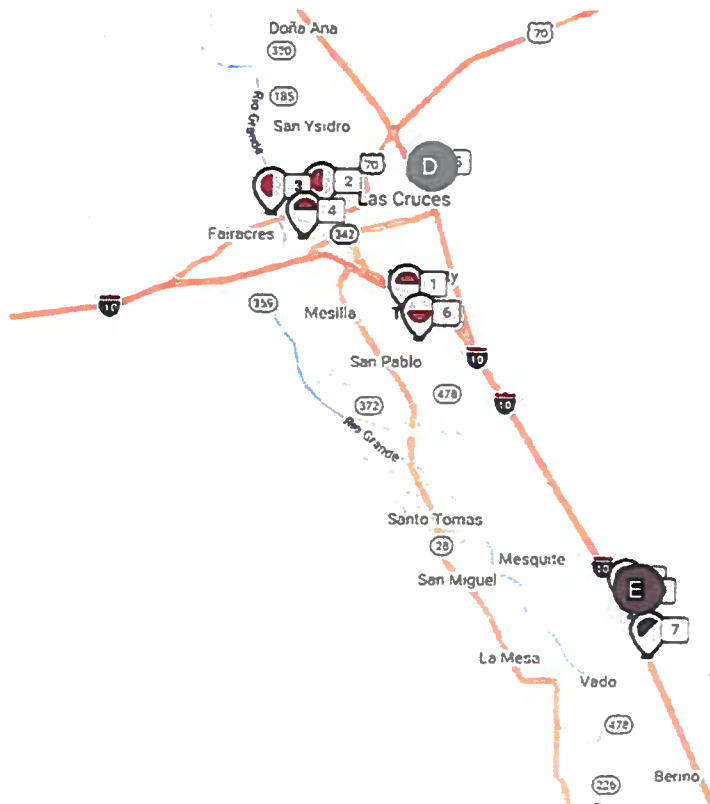
ADVERTISING STRENGTHS: I-10 Bulletin on East Side of El Paso in heavy traffic area. Panel situated in an area catching traffic leaving Center City El Paso to multiple residential developments. Panel located prior to new traffic loop around City funneling traffic to residential areas.

\$2,860 /month

- **WEEKLY IMPRESSIONS:** 765,060*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
30635302
- **LAT/LONG:**
31.76515 / -106.367033
- **MARKET:** EL PASO
- **PANEL SIZE:**
14' 0" x 48' 0"
- **VINYL SIZE:** 15' 0" x 49' 0"
- **FACING/READ:** West / Right
- **ILLUMINATED:** YES
- **MISCELLANEOUS:** \$1411.20 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W. Amador Avenue Las Cruces, NM 88005

*Impression values based on: Total Population

Las Cruces Billboard Placement



\$4000 /month

Las Cruces

- Billboards on Hwy I-25
 - Weekly Impressions:
 - D: 71,809

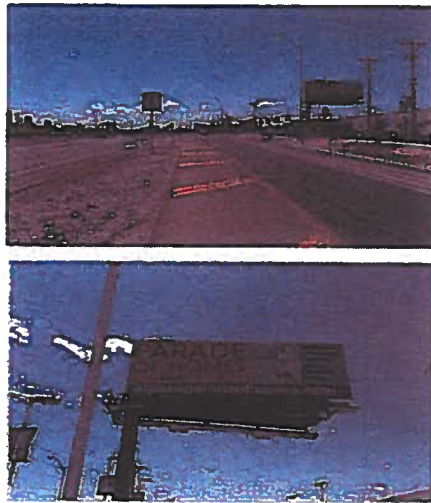
\$1,000 /month

Las Cruces

- Billboards on Hwy I-25
 - Weekly Impressions:
 - E: 86,054

Las Cruces: Location D

300 N. TELSHOR



ADVERTISING STRENGTHS: Las Cruces Metro Coverage

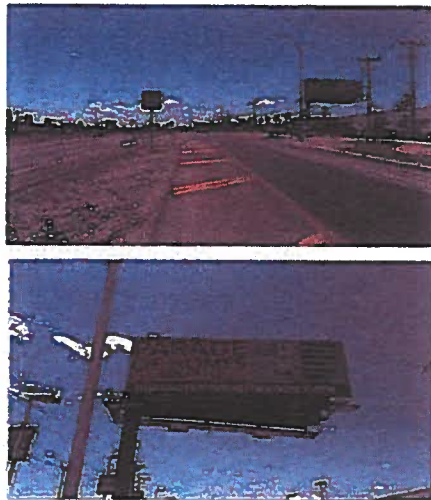
\$400 /month

- **WEEKLY IMPRESSIONS:**
74,659*
- **MEDIA TYPE/STYLE:**
Poster - Retro
- **GEOPATH ID:**
138682
- **LAT/LONG:**
32.321 / -106.74998
- **MARKET:** LAS CRUCES
- **PANEL SIZE:**
10' 6" x 22' 9"
- **VINYL SIZE:** 10' 7" x 22' 10"
- **FACING/READ:** North / Left
- **ILLUMINATED:** YES
- **MISCELLANEOUS:** \$509 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W. Amador Avenue Las Cruces, NM 88005

*Impression values based on: Total Population

Las Cruces: Location E

I-10 N/L .79 W MP 155 MP 154.21



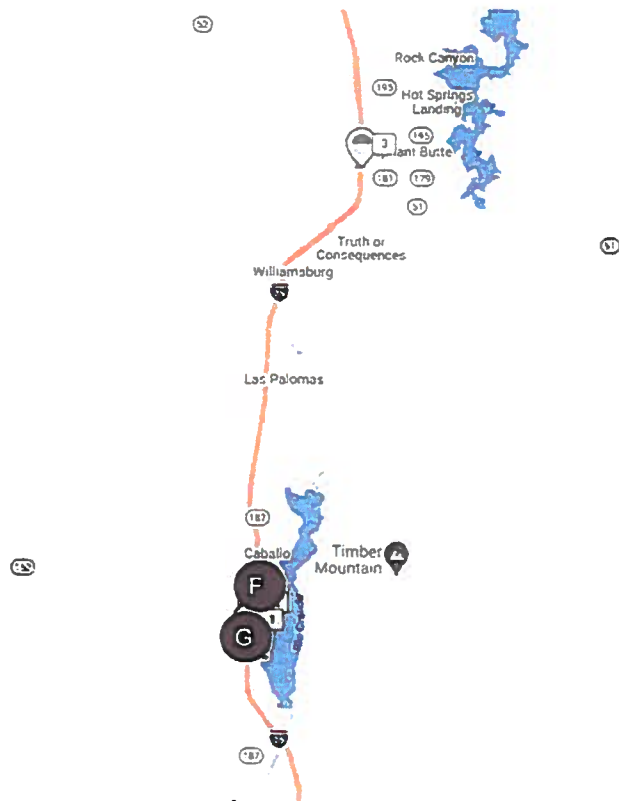
ADVERTISING STRENGTHS: El Paso/Las Cruces I-10 Corridor

\$1,000 /month

- **WEEKLY IMPRESSIONS:**
86,054*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
138701
- **LAT/LONG:**
32.135985 / -106.643914
- **MARKET:** LAS CRUCES*
- **PANEL SIZE:**
14' 0" x 48' 0"
- **VINYL SIZE:** 15' 0" x 49' 0"
- **FACING/READ:** Northwest / Left
- **ILLUMINATED:** YES
- **MISCELLANEOUS:** \$1411.20 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W.
Amador Avenue Las Cruces, NM
88005

*Impression values based on: Total Population

T or C Map



\$300/month

T or C

- Billboards on Hwy I-25
 - Weekly Impressions:
 - F: 20,219
 - G: 20,219

T or C: Location F

I-25 E/L.63NMP062 MP#62.63



ADVERTISING STRENGTHS: Inbound T or C, Water Sports.

\$300 /month

- **WEEKLY IMPRESSIONS:**
20,219*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
138966
- **LAT/LONG:**
32.9363 / -107.31547
- **MARKET:** T OR C
- **PANEL SIZE:**
10' 0" x 40' 0"
- **VINYL SIZE:** 11' 0" x 41' 0"
- **FACING/READ:** South / Right
- **ILLUMINATED:** NO
- **MISCELLANEOUS:** \$840 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W. Amador Avenue Las Cruces, NM 88005

*Impression values based on: Total Population

T or C: Location G

I 25 E/L.05NMP062 MP 62.05



ADVERTISING STRENGTHS: Leaving T or C for Las Cruces

\$300 /month

- **WEEKLY IMPRESSIONS:**
14,831*
- **MEDIA TYPE/STYLE:**
Permanent Bulletin - Regular
- **GEOPATH ID:**
138964
- **LAT/LONG:**
32.9277 / -107.31758
- **MARKET:** T OR C
- **PANEL SIZE:**
10' 0" x 40' 0"
- **VINYL SIZE:** 11' 0" x 41' 0"
- **FACING/READ:** North / Left
- **ILLUMINATED:** NO
- **MISCELLANEOUS:** \$840 Vinyl Fabrication
- **SHIPPING ADDRESS:** 2510 W. Amador Avenue Las Cruces, NM 88005

*Impression values based on: Total Population

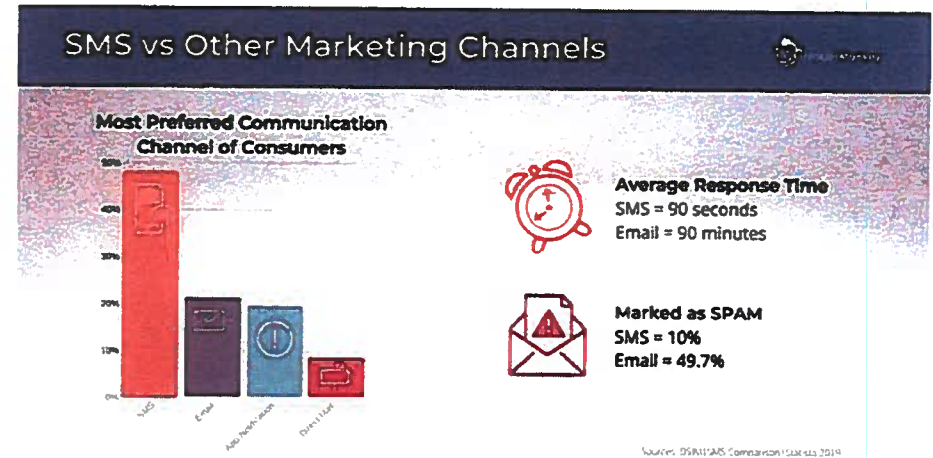
SMS Campaign

SMS marketing is the most preferred way of many people to interact with one another. People keep their phones by their side at all times and are always ready to use them.

If 3 out of 4 of all consumers would like to see special offers, discounts, and coupons delivered to their smartphones via SMS, you shouldn't be worried about giving it a shot, right?

One recommended strategy for promotional text message marketing is to create a call-to-action that has a sense of urgency, such as a limited-time offer that needs to be redeemed by a specified date.

- 75% of consumers are comfortable receiving SMS messages from brands as long as they opt-in to messaging
- 75% of consumers want to receive texts with special offers.
- 19% of links in text messages are clicked vs 2% of links in emails.
- SMS messages have an average click-through rate of 36%, while email click-through-rates are a dismal 3.4%



SMS Credit Packages

*Does not include implementation of marketing strategy

\$145/month

SMS Plan 1

- 7,500 credits
- 2.0 ¢ per additional credit

\$375/month

SMS Plan 2

- 25,000 credits
- 1.5 ¢ per additional credit

\$625/month

SMS Plan 3

- 50,000 credits
- 1.25 ¢ per additional credit

- ✓ Free incoming SMS messages
- ✓ Unlimited Contacts
- ✓ Unlimited Keywords
- ✓ Rollover Credits

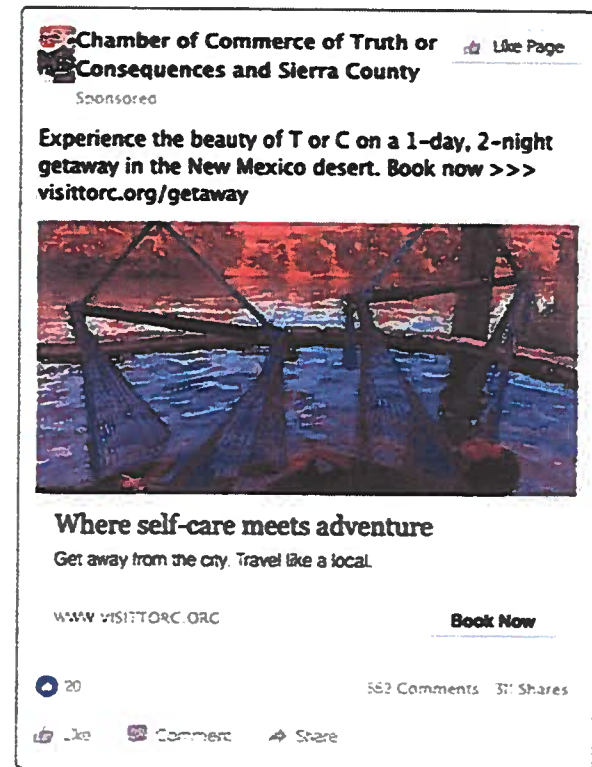
Paid Online Ads

Tourism to T or C in the winter season has never been a problem – but in the off-season, especially in the summer – travelers don't always know what there is to find in this region.

To generate more awareness during summer we will use **Google and Facebook Ads** – leveraging self-care and outdoor recreation (ex. hot springs, hiking turtleback mountain, and floating the river).

- **FB Ad Example Strategy**

- a. We will start with a budget of \$5.00 per day for 28 days (\$140 - 4 weeks) and keep an eye on performance on a weekly basis
- b. We will start with promoting one ad set and work our way towards more as needed as the campaign moves forward
- c. Audience Details:
 - **Location:** El Paso, TX
 - **Age:** 18 - 35
 - **Interests:** Outdoor recreation, travel, wellness, self-care



Facebook ad placeholder imagery

Digital Paid Media Services

Facebook Ads

- Objective: Traffic; encourage overnight stays at hotels in *Truth or Consequences*
- Requirements: Completed set-up of Facebook Business Manager + Pixel (Instagram is included in Facebook Ads, if interested)
- Campaign Flight Dates: June - Sept 2021
- **Minimum Recommended Budget:**
 - \$3600 (\$900/month) per campaign

Google Ads

- Objective: Traffic; encourage overnight stays at hotels in *Truth or Consequences*
- Requirements: Completed set-up of Google Ads + Pixel
- Campaign Flight Dates: June - Sept 2021
- **Minimum Recommended Budget:**
 - \$2400 (\$600/month) per campaign

Strategic Services

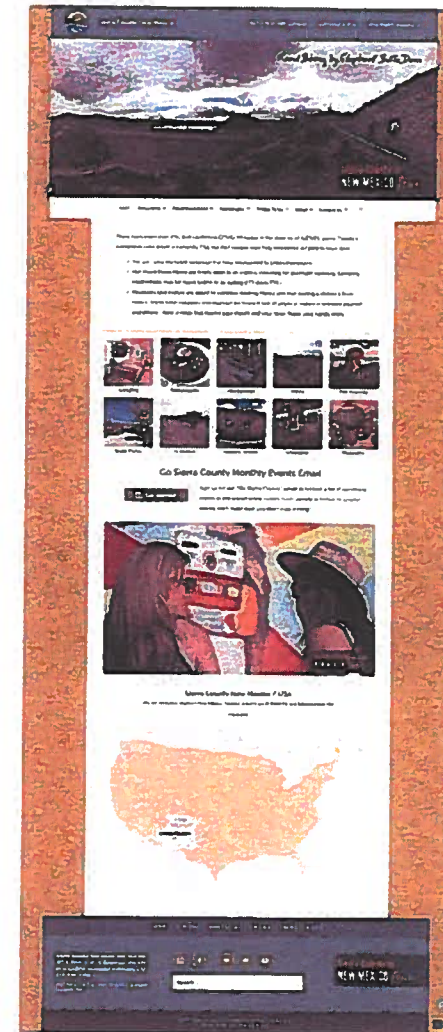
- Campaign Details: Build out the audience targeting, retargeting lists, ad copy, selection of image/video assets (unless provided)
- Paid Ads Execution: Execute paid social campaigns on social platform(s)
- Campaign Optimizations: Checking ads on a daily basis to apply optimizations that help improve campaign performance.
- Reporting: Wrap-up report, across each social platform, to capture campaign performance.

Campaign KPI Tracking

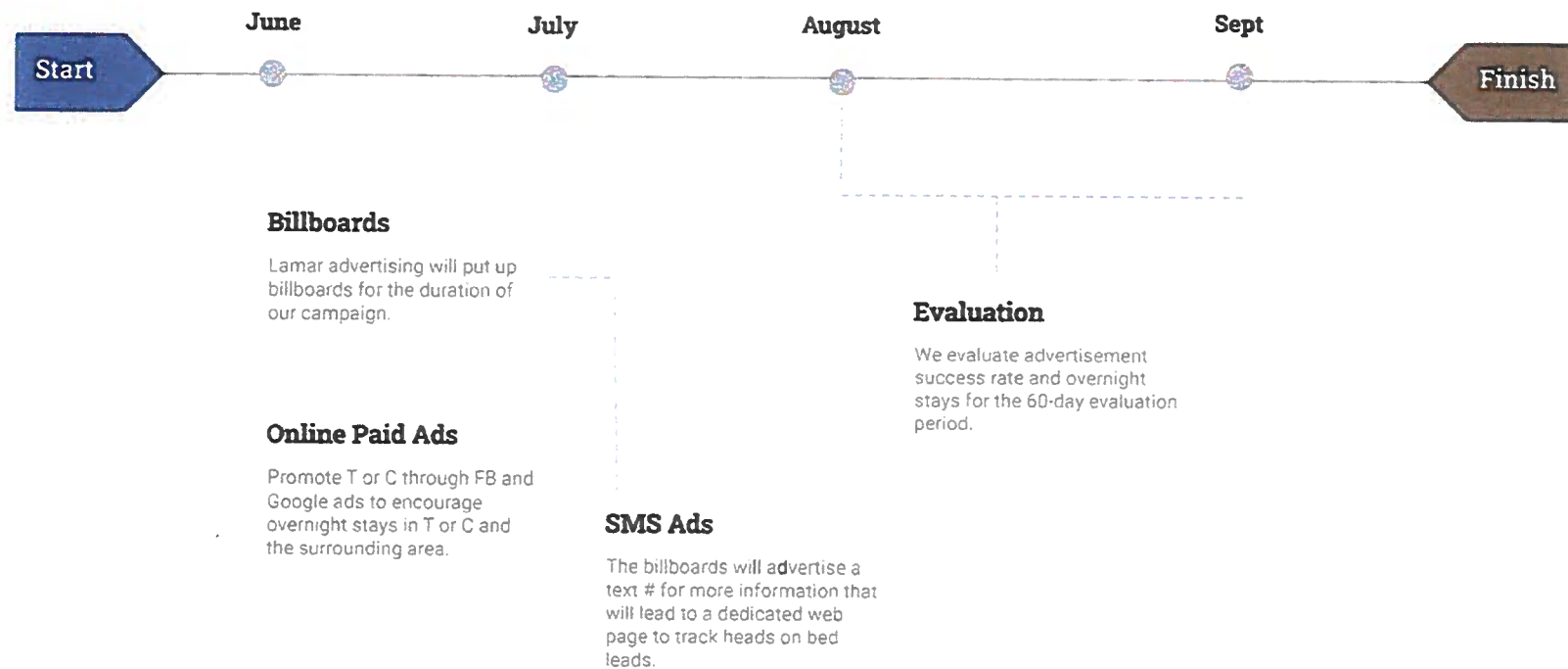
<https://www.sierracountynewmexico.info/>

It's important to keep track of how our offline campaign is doing! We will partner with the *Sierra County Recreation and Tourism* website to track landing page visitors using Google analytics.

- We will track link clicks from SMS text messages from billboard ads to a dedicated web page on the Sierra County Tourism website.
- We will measure organic vs ad-driven user engagement from the billboards, google, and facebook ads that direct user to the tourism website.
- If needed, visitors behavior on landing page could also be tracked and recorded in video.
- Using the collected data from the SMS text message link clicks and the Sierra County and Tourism analytics we will measure how the ad generated leads engaged with hotel bookings.



Tentative Project Timeline



Package 1

(Paid Online Ads Only)

Project	Package	Estimated Expense
Online Ads	Facebook + Google Campaigns + Strategic Services for 4 months	\$9,500
Design Services (SparkNerds)	Designs for custom content creation, Sparknerds can do it on a per package basis at a rate of \$50/hour.	\$400
Marketing & Management Services (SparkNerds)	Marketing Strategy, analytics, and, ongoing maintenance throughout the campaign at a rate of \$80/hour. (12.5/hours per month)	\$4,000
TOTAL		\$13,900

Package 2

(Billboards + SMS)

Project	Package	Estimated Expense
	3 Billboards for 4 months in three locations:	
Billboard	Location A: El Paso \$2,860/month [weekly impressions: 167,955]	\$11,440 (El Paso)
	Location D: Las Cruces \$400/month [weekly impressions: 74,659]	\$1,600 (Las Cruces)
	Location F: T or C \$300/month [weekly impressions: 20,219]	\$1,200 (T or C)
SMS Texting	\$625/month for 4 months for 50,000 SMS + MMS credits	\$2,500
Design Services	In the case a design needs to be created for the Billboards, Sparknerds can do it on a per package basis at a rate of \$50/hour.	\$400
Marketing & Management Services (SparkNerds)	Marketing Strategy, analytics, and, ongoing maintenance throughout the campaign at a rate of \$80/hour. (15/hours per month)	\$4,800
TOTAL		\$21,940

Package 3

(Paid Online Ads + Billboards + SMS)

Project	Package	Estimated Expense
	2 Billboards for 4 months in two locations:	
Billboard	Location A: El Paso \$2,860/month [weekly impressions: 167,955]	\$11,440 (El Paso) \$4,000 (Las Cruces)
	Location E: Las Cruces \$1,000/month [weekly impressions: 86,054]	
Online Ads	Facebook + Google Campaigns + Strategic Services for 4 months	\$9,500
SMS Texting	\$375/month for 4 months 25,000 SMS + MMS credits	\$1,500
Design Services (SparkNerds)	In the case a design needs to be created for the Billboards or custom content creation for ads, Sparknerds can do it on a per package basis at a rate of \$50/hour.	\$600
Marketing & Management Services (SparkNerds)	Management of the ads, performing the measurement ROI reports, and, ongoing maintenance throughout the campaign at a rate of \$80/hour. (25/hours per month)	\$8,000
TOTAL		\$35,040

Thank you!

Truth or Consequences & Sierra County Chamber of Commerce

Address:

207 S Foch St, T or C, NM
87901

Contact information:

☎ Phone: (575) 894-3536
🌐 Website: torcchamber.org

We are in Social media:

📘 @torcchamber

Time work:

Mon - Thurs 10:00am - 2:30pm

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

DRAFT MINUTES

REGULAR MEETING

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

CALL TO ORDER:

This meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

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

1. APPROVAL OF AGENDA:

2. APPROVAL OF MINUTES:

a. Regular Meeting Minutes of May 24, 2021.

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

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. OLD BUSINESS:

- a. Discussion/Action: Review/recommendation of proposed changes to the Lodgers Tax Funding Guideline's approved by the City Commission on 3/31/2019.**
- b. Discussion/Action: Review/recommendation of the Lodgers Tax Award Tracking Sheet.**
- c. Discussion/Action: Review/recommendation of the Lodgers Tax Quarterly Report.**
- d. Discussion/Action: Review/recommendation of the Lodgers Tax Available Funds Report.**
- e. Discussion/Action: Chamber of Commerce FY 21/22 Request for Funding. Tammy Gardner, Executive Assistant**

The board reviewed and discussed the request for distribution service for their brochures. A motion was made as follows.

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

5. NEW BUSINESS:

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

1. Chamber of Commerce

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

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

2. Veterans Memorial Park & Museum

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

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

3. MainStreet Truth or Consequences

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

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

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

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

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

Member De Marino made a motion to keep the current positions on the Lodgers Tax Advisory Board the same. Member King seconded the motion. Motion carried unanimously.

4. Discussion/Review: Financials from the City Manager's Office.

- a. xxxxxx

6. REPORTS FROM THE BOARD:

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

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

7. REPORTS FROM STAFF:

8. ADJOURNMENT:

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

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

PASSED AND APPROVED ON THIS 26th DAY OF JULY 2021.

Jake Foerstner, Chairman
Lodger's Tax Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.7(6)

SUBJECT: Review, Approve, and Allocate FY 2021/2022 Lodgers Tax Funding for MainStreet T or C.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of MainStreet Application for funding for Branding Rollout for website services, digital ads, rack cards, local ad in Sentinel, and miscellaneous promotional items. The total amount recommended for allocation is \$11,000.00 to be distributed as: \$4,000.00 for website expenses, \$2,000.00 for digital ads on Facebook, and \$5,000.00 for Sentinel ads and miscellaneous items.

Recommendation:

LTAB recommends approval of application for funding

Attachments:

- MainStreet Application
- Draft Minutes from the LTAB Meeting on 07/26/2021 with the specific section highlighted in regards to MainStreet recommendation for allocation.

Fiscal Impact (Finance): N/A

\$11,000.00

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 8-11-2021

Application Deadline:

LTAB Allocated

CC Aprvd

Fund

NAME OF ORGANIZATION	AMOUNT ALLOCATED (FY)	AMOUNT ALLOCATED (FY)	AMOUNT REQUESTED (FY)	AMOUNT ALLOCATED (FY)
Chamber of Commerce	\$38,099.92			
Veteran's Memorial Park & Museum	\$3,475.44			
MainStreet Truth or Consequences	\$11,000.00			
TOTAL 214-2503-47406				
SC Recreation/Tourism Advisory Board	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
TOTAL 214-2503-60596				
COMBINED TOTALS				
ALL ALLOCATIONS ARE CONTINGENT UPON PROOF OF NONPROFIT STATUS WITH SOS & <u>IRS</u>.				



2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	MainStreet Truth or Consequences
Project/Event Name	Branding Rollout
Event Date(s) and Location (if applicable)	n/a
Event Organizer & Title within Organization (if applicable)	n/a
Phone Number of Organizer	575-740-6180
Email of Organizer	ldemarino@hotmail.com
Organization Address	P.O. Box 1602 TorC, NM 87901
Organization's Contact Person (If different than event organizer)	Linda DeMarino Executive Director
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$11,000
Anticipated Attendance (not including volunteers/staff):	

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Choose one: Yes___No___n/a_x___

How many times has your event occurred? List previous events years. If new, indicate "new":

1. Define/Describe the overall project/event (what is happening at the event?): Several stake holders from various organizations in town have been meeting since Spring of 2020 to develop the city brand for marketing tourism. This project is for the rollout. The purpose is to spread the brand locally as well as regionally. It is the first step in utilizing the brand before expanding to almost exclusively markets that will attract overnight visitors.

2. Who is your target audience for your project/event and advertising (who do you want to attend?) There are a couple markets to which this will be targeted. As local buy-in is important, that is the first market. The second market is regional as we will advertise to markets that are likely to bring tourism to TorC. Marketing will be targeted to demographics that are likely to respond to the specific marketing messages.

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

El Paso and West Texas, all of NM and parts of Arizona and Colorado

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

About half of the marketing materials will be distributed outside Sierra County. There will be items that are distributed locally as part of the local rollout.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

We will be looking a Facebook analytics and we will have a unique URL for the website. Google analytics will show us how many visits and the lengths of stays. We will have links on our pages

for the local lodging facilities. We will be able to determine how many times our webpage visitors click on a hotel from our page.

6. How many Facebook followers do you have for this event page or organization page (for a project)? 4633 Instagram followers? 391

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? _____n/a/_____

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year. n/a

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
Jordyn Jackson- Flagship Romance	Website	\$4000
Facebook	Digital	\$2000
Various – Sticker Mule, 4imprint, Discount Mugs, Sentinel. Vendors and quantities may vary as prices have been changing quickly.	375 Pint glasses \$1,237.95 600 Branding Rack Card \$200.26 500 2"x3.5" Magnets from \$80.33 1000 1"x1" Circle stickers \$192.82 6000 3"x1.2" Die cut stickers \$817.87 300 Vintage Key Tags \$770.50 250 Tote Bags \$650.27 Graphic Designer \$300.00 Ad placement – Locally - Sentinel \$750.00	\$5000
TOTAL AMOUNT REQUESTED: Must match page 1.		\$11,000

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

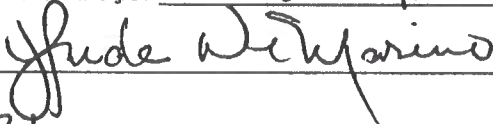
X IRS and Secretary of State proof of Good Standing

☐ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than sixty (60) days after the event or project completion or on or before May 31st, 2022, whichever comes first).

Print your name and title: Linda DeMarino, Executive Director

Signature: 

Date: 7/22/21



STATE OF NEW MEXICO

MAGGIE TOULOUSE OLIVER

SECRETARY OF STATE

Certificate of Good Standing and Compliance

IT IS HEREBY CERTIFIED THAT:

MAINSTREET TRUTH OR CONSEQUENCES

4238085

the above named entity, a Corporation incorporated under the laws of New Mexico, is duly authorized to transact business in New Mexico as a Domestic Nonprofit Corporation, under the

Nonprofit Corporation Act

53-8-1 to 53-8-99 NMSA 1978

having filed its Articles of Incorporation on December 1, 2009, and Certificate of Incorporation issued as of said date.

It is further certified that the fees due to the Office of the Secretary of State which have been assessed against the above named entity have been paid to date and the entity is in good standing and duly authorized to transact business as its existence has not been revoked in New Mexico. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's financial condition or business activities and practices.

Certificate Issued: **March 1, 2021**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

**Maggie Toulouse Oliver
Secretary of State**

Certificate Validation #: 0046417

A certificate issued electronically from the New Mexico Secretary of State's office is immediately valid and effective. The validity of a certificate may be established by viewing the Certificate Validation option on the Business Filing System at <https://portal.sos.state.nm.us/bfs/online> and following the instructions displayed under Certificate Validation.

Tax Year 2013 Form 104-B (e-Postcard)

Code	Type of organization and use of contribution	Deductibility Limitation
PC	A profit company	50% (50% for cash contributions)
POF	A process operating for reference	50% (50% for cash contributions)
PF	A private foundation	50% (generally)
GRORP	Generally, a corporate organization holding a group of charitable assets whose income is used for the benefit of the community	Depends on various factors
LOOSE	A domestic fraternal society, new order, or other lodge system, but only if the contribution is to be used exclusively for the charitable purposes	50%
LAON	A charitable organization whose income is used for the benefit of the community	Depends on various factors

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

DRAFT MINUTES

REGULAR MEETING

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

CALL TO ORDER:

This meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

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

1. APPROVAL OF AGENDA:

2. APPROVAL OF MINUTES:

a. Regular Meeting Minutes of May 24, 2021.

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

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. OLD BUSINESS:

- a. Discussion/Action: Review/recommendation of proposed changes to the Lodgers Tax Funding Guideline's approved by the City Commission on 3/31/2019.**
- b. Discussion/Action: Review/recommendation of the Lodgers Tax Award Tracking Sheet.**
- c. Discussion/Action: Review/recommendation of the Lodgers Tax Quarterly Report.**
- d. Discussion/Action: Review/recommendation of the Lodgers Tax Available Funds Report.**

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

The board reviewed and discussed the request for distribution service for their brochures. A motion was made as follows.

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

5. NEW BUSINESS:

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

1. Chamber of Commerce

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

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

2. Veterans Memorial Park & Museum

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

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

3. MainStreet Truth or Consequences

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

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

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

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

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

Member De Marino made a motion to keep the current positions on the Lodgers Tax Advisory Board the same. Member King seconded the motion. Motion carried unanimously.

4. Discussion/Review: Financials from the City Manager's Office.

- a. xxxxxx**

6. REPORTS FROM THE BOARD:

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

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

7. REPORTS FROM STAFF:

8. ADJOURNMENT:

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

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

PASSED AND APPROVED ON THIS 26th DAY OF JULY 2021.

Jake Foerstner, Chairman
Lodger's Tax Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.7©

SUBJECT: Review, Approve, and Allocate FY 2021/2022 Lodgers Tax Funding for Veteran's Memorial & Museum.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of T or C Veteran's Memorial & Museum Application for funding for 1 year billboard rental through Lamar. The total amount recommended for allocation is \$3,475.44. Please note, recommended amount is less than requested in application.

Recommendation:

LTAB recommends approval of application for funding

Attachments:

- Veteran's Memorial & Museum Application
- Draft Minutes from the LTAB Meeting on 07/26/2021 with the specific section highlighted in regards to Veteran's Memorial recommendation for allocation.

Fiscal Impact (Finance): N/A

\$3,475.44

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 8-11-2021

Application Deadline:

LTAB Allocated

CC Aprvd

Fund

NAME OF ORGANIZATION	AMOUNT ALLOCATED (FY)	AMOUNT ALLOCATED (FY)	AMOUNT REQUESTED (FY)	AMOUNT ALLOCATED (FY)
Chamber of Commerce	\$38,099.92			
Veteran's Memorial Park & Museum	\$3,475.44			
MainStreet Truth or Consequences	\$11,000.00			
TOTAL 214-2503-47406				
SC Recreation/Tourism Advisory Board	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
TOTAL 214-2503-60596				
COMBINED TOTALS				
ALL ALLOCATIONS ARE CONTINGENT UPON PROOF OF NONPROFIT STATUS WITH SOS & <u>IRS</u>.				



RECEIVED JUL 12 2021

2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	VETERANS MEMORIAL PARK & MUSEUM
Project/Event Name	VETERANS MEMORIAL PARK & MUSEUM HIGHWAY BILLBOARD
Event Date(s) and Location (if applicable)	ALL YEAR LOCATED - I 25 W/L.05SMMP072 MP 71.95
Event Organizer & Title within Organization (if applicable)	WINDY BARNES VICE PRESIDENT
Phone Number of Organizer	575-894-0750
Email of Organizer	WINDYALLENBARNES@GMAIL.COM
Organization Address	996 S. BROADWAY TRUTH OR CONSEQUENCES, NM 87901
Organization's Contact Person (If different than event organizer)	WINDY BARNES MAGGIE ALLEN
Contact Phone and Email for Organization's Contact Person	<u>WINDYALLENBARNES@GMAIL.COM</u> 575-952-0424
	<u>MAGGIETORRESALLEN42@GMAIL.COM</u> 575-740-1640

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$ 4,582.08
Anticipated Attendance (not including volunteers/staff):	35,000 FOR THE YEAR

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

How many times has your event occurred? List previous events years. If new, indicate "new":

Since 2007

1. Define/Describe the overall project/event (what is happening at the event?): ITS A
14'0'X48'0'-PERM.BILLBOARD

5000-9""X16""DOUBLE_PARALLEL_REVERSE_FOLD_BROCHURES

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

OUT_OF_TOWN_PEOPLE_AND_ALL_PUBLIC_SCHOOLS

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

THE_TRAFFIC_ON_I-25_HIGHWAY_AND_ALL_THE_DIFFERNT_PLACES_THE_CHAM
BER_OF_COMMERCE_SENDS_THE_INFO_PACKETS_OF_TRUTH_OR_CONSEQUENCES
ALL_THE_DIFFERENT_FRATERNAL_ORDER_CLUBS

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

75%

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees:

___WE_HAVE_SIGN_IN_SHEETS,STUDENT_ROOSTERS_FROM_FIELD_TRIPS,COUNT_CARS._____

6. How many Facebook followers do you have for this event page or organization page (for a project)? ___N/A_____ Instagram followers? ___N/A_____

7. If applicable, do you plan to sell advertising for this project? If so, how much do you anticipate will be ad revenue will be generated? _____NO_____

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
LAMAR	BILLBOARD	3,475.44
M GRAPHICS	BROCHURES	1,106.64

TOTAL AMOUNT REQUESTED: Must match page 1.		4,582.08

PART 5: FINANCIAL DISCLOSURE CHECKLIST

As per the attached City Ordinance, all applicants for Lodgers' Tax funds must submit the following information. You are only required to submit this information once per fiscal year.

☒ IRS and Secretary of State proof of Good Standing

☒ Previously submitted

PART 6: ASSURANCES AND CERTIFICATIONS

I/We certify that I/we am/are authorized to act on behalf of the organization making this application and that the statements herein are complete and accurate to the best of my knowledge. If funded, we will keep a clear and accurate accounting of how the funds were used. We will evaluate the use of funds as required and approved by the City of Truth or Consequences and will deliver an evaluation report to the City no more than (60) days after the event or project completion, except when the events or projects occur between April 1st and May 15th, such evaluations must be submitted by the last day of May.

Print your name and title: Windy Barnes Vice-president _____

Signature:  _____

Date: 7-12-21

New Mexico/El Paso
1600 Airtech Court SE
Albuquerque, NM 87106
Phone: 505-255-4460
Fax: 505-266-4419



CONTRACT # 3563909

Date: 2/10/2021
New/Renewal: RENEWAL
Account Executive: Tyler Evans
Phone: 505-255-4460

CONTRACTED BY AGENCY ON BEHALF OF ADVERTISER	
Customer #	131814-1
Name	VETERANS MEMORIAL PARK
Address	PO BOX 472
City/State/Zip	T OR C, NM 87901-0472
Contact	Windy Allen Barnes
Email Address	windyallenbarnes@gmail.com
Phone #	(575) 740-1650
Fax #	
P.O./ Reference #	
Advertiser/Product	VETERANS MEMORIAL PARK
Campaign	

Space										
# of Panels: 1								Billing Cycle: Monthly		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
20872 7403930	296-TRUTH OR CONSEQUENCES, NM	125 W/L.05SMMP072 MP 71.95	No	Perm Bulletin	14' 0" x 48' 0"		07/01/21-06/30/22	12	\$289.62	\$3,475.44

Total Space Costs: \$3,475.44

Special Considerations: Renewal rates have remained flat. In the case of litigation, Bernalillo County, NM will be the venue.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Agency/Buying Service:	VETERANS MEMORIAL PARK
Signature:	
	(signature above)
Name:	
	(print name above)
Date:	
	(date above)

Advertiser:	VETERANS MEMORIAL PARK
Signature:	
	(signature above)
Name:	
	(print name above)
Date:	7-12-21
	(date above)

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

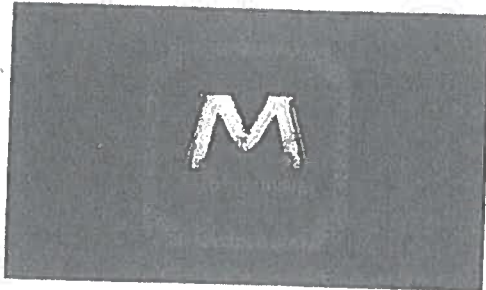
ACCOUNT EXECUTIVE: Tyler Evans

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the Initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.



ESTIMATE

M Graphics
404 Main Street
Truth or Consequence, NM 87901
United States

575-740-4526
moshekoenick.com

BILL TO
Veterans Memorial Park
Maggie

maggiea@valonet.com

Estimate Number: 46
P.O./S.O. Number: Brochure Update & Rep
Estimate Date: October 25, 2020
Expires On: December 24, 2020
Grand Total (USD): \$1,106.64

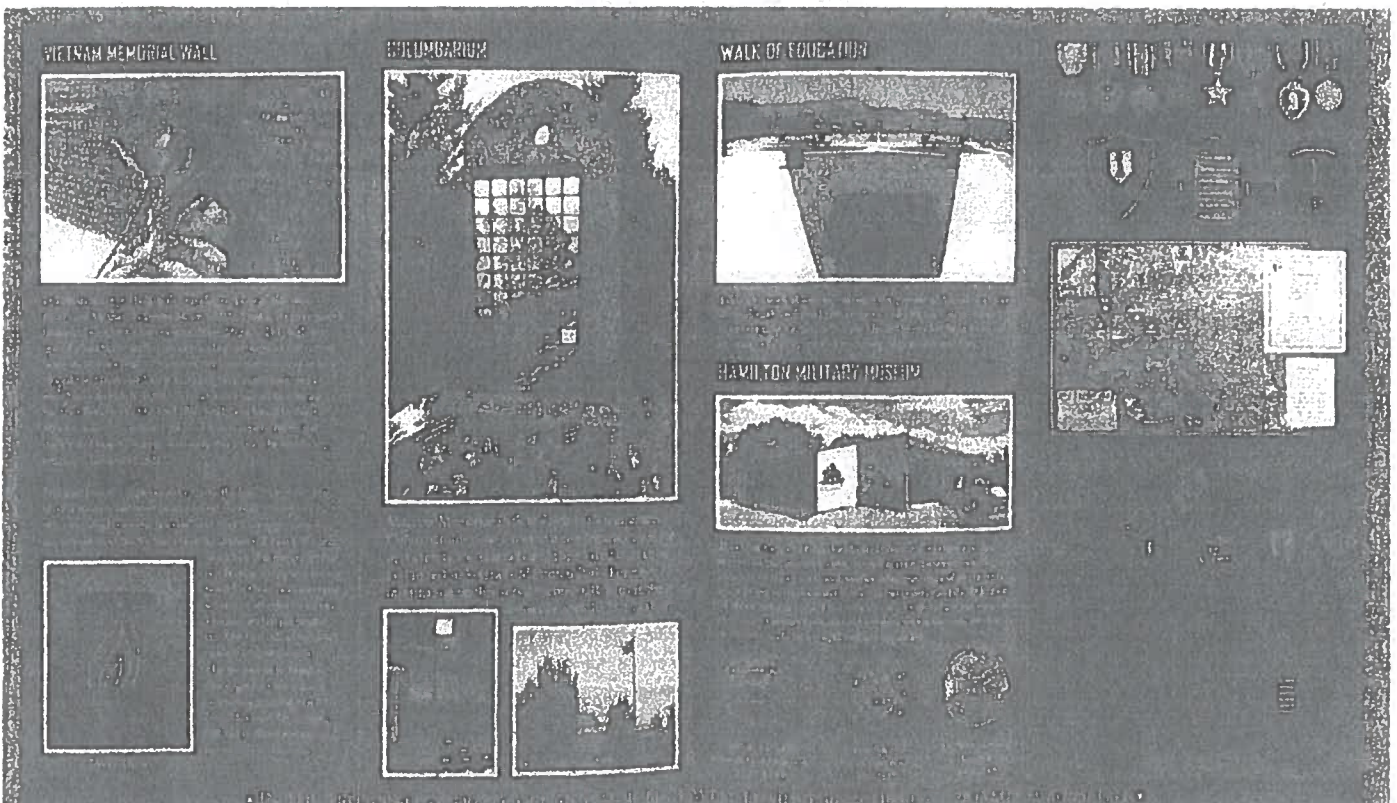
Product/Service	Quantity	Price	Amount
Graphic Design - Price per hour			
Update & order printed brochures	10	\$45.00	\$450.00
Photography			
Take new photos to use in brochure (1/2 day charge)	1	\$150.00	\$150.00
Misc			
Repeat customer & non-profit = Discounted/Donated time.	5	(\$45.00)	(\$225.00)
Printing - Price per piece			
Brochures	5000	\$0.12899	\$644.95
SIZE: 9" x 16"			
FOLDING: Double Parallel Reverse Fold			
PAPER: 100 lb. Gloss Book (C2S) with Aqueous Coating			
PRINT TIME: Regular			
SHIPPING: UPS Ground (\$89.77 included)			

Subtotal: \$1,019.95
SC,NM tax 8.5%: \$86.69
Total: \$1,106.64
Grand Total (USD) : \$1,106.64

OUTSIDE OPEN FLAT



INSIDE OPEN FLAT



7/12/2021

Gmail - (no subject)



Windy Barnes <windyallenbarnes@gmail.com>

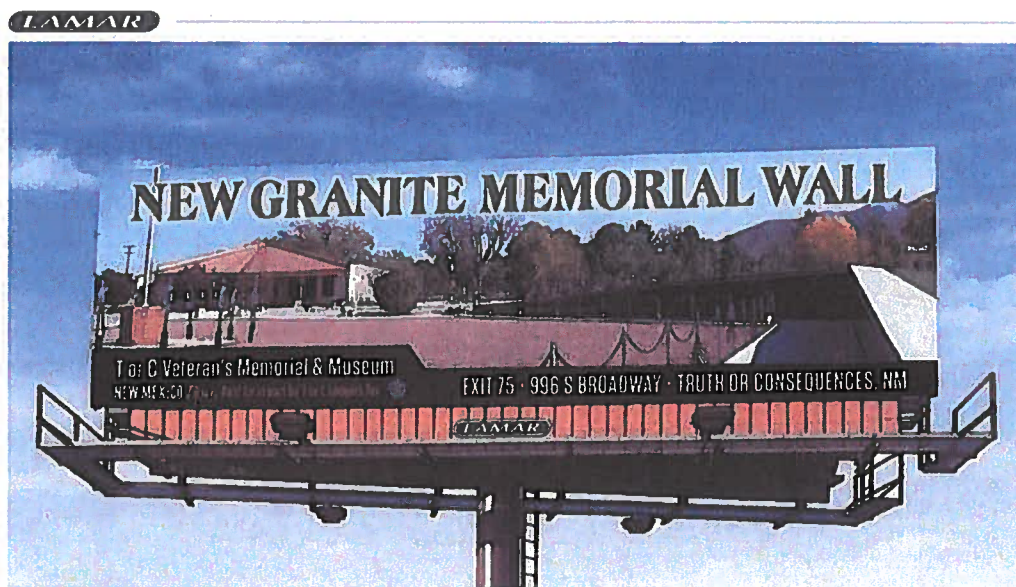
(no subject)

1 message

Windy Barnes <windyallenbarnes@gmail.com>

Mon, Jul 12, 2021 at 4:08 AM

To: windyallenbarnes@gmail.com



ID# 868338001d

Adn Details:

Live Area Size: 14'0" X 48'0"
Substrate: Hi-res Vinyl / Eco Flex
Plant: 266 - Albuquerque/New Mexico/El Paso
Artist: Shane Wells
Monday, November 09 2020

Special Notes:

Image supplied
Revision D as directed

© THIS DESIGN WAS CREATED BY LAMAR ADVERTISING AND CANNOT BE USED FOR ANY OTHER ADVERTISING PURPOSES WITHOUT WRITTEN PERMISSION

Search Information

Entity Details

Business ID#: **2341261**

Status: **Active**

Entity Name: **VETERANS MEMORIAL
PARK/MUSEUM**

Standing: **Good Standing**

DBA Name: **Not Applicable**

Entity Type and State of Domicile

Entity Type: **Domestic Nonprofit Corporation**

State of Incorporation: **New Mexico**

Benefit Corporation: **No**

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

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

Fiscal year End Date	Report Due Date	Extended Report Due Date	Reporting Year	Filing Fee	Penalty
06/30/2021	11/15/2021		2021	\$10	\$0

Total No. of Records: 1 Page 1 of 1

Registered Agent:

No Records Found.

License:

No Records Found.

Contact Information

Mailing Address: **600 CHARLES ST., PO BOX 472, Truth or Consequences, NM 87901**

Principal Place of Business in New Mexico: **996 South Broadway, Truth or Consequences, NM 87901**

Secondary Principal Place of Business in New
Mexico:

Principal Office Outside of New Mexico: **Not Applicable**

Registered Office in State of Incorporation:

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

Principal Office Location in NM: **Not Applicable**

Registered Agent Information

Name: **BOBBY J ALLEN**

Geographical Location Address:

Physical Address: **600 CHARLES ST., PO BOX 472, Truth
or Consequences, NM 87901**

Mailing Address: **600 CHARLES ST., PO BOX 472, Truth
or Consequences, NM 87901**

Date of Appointment: **08/22/2012**

Effective Date of Resignation:

Director Information

Title	Name	Address
Director	BILL KIRIKOS	CEDAR STREET, T Or C, NM 87901
Director	RICHARD WATSWORTH	RIVERSIDE DR, T Or C, NM 87901
Director	dianne Hamilton	Gold Street, Silver City, NM 88036

Officer Information

Title	Name	Address
Treasurer	Windy Barnes	511 N Caballo rd, Truth or Consequences, NM 87901
President	Margaret ALLEN	600 Charles Street, Truth or Consequences, NM 87901
Vice President	Windy Barnes	511 N CABALLO RD, Truth or Consequences, NM 87901
Secretary	Merry Jo FAHL	1310 E 8TH, Truth or Consequences, NM 87901

Organizer Information**Not Applicable****Incorporator Information**

No Records to View.

Trustee Information**Not Applicable****Filing History****License History**[Back](#) [Entity Name History](#) [Return to Search](#)

ExpressTaxExempt.com

ExpressTaxExempt

704.839.2321

support@expresstaxexempt.com

Date	Receipt #
07/14/2021	E990-19579836

VETERANS MEMORIAL PARK

511 N. Caballo Rd

T or C, NM 87901.

(575) 952-0484

windyallenbarnes@gmail.com

Description	Amount
e-Filing of the Form 990-N for Tax Year 2019	\$19.90
Text Alert Fees - (575) 952-0484	\$0.95
Total Amount	\$20.85

*Charges will appear on your credit card as ExpressTaxExempt.com

Name On Credit Card: windy barnes
Last 4 digit of the Credit Card: 1635
Credit Card Approval Code: 026624
Processed Date: 07/14/2021

Thank you for your Business!

ExpressTaxExempt.com

ExpressTaxExempt
704.839.2321
support@expresstaxexempt.com

Date	Receipt #
07/14/2021	E990-19579835

VETERANS MEMORIAL PARK

511 N. Caballo Rd
T or C, NM 87901.
(575) 952-0484
windyallenbarnes@gmail.com

Description	Amount
e-Filing of the Form 990-N for Tax Year 2020	\$19.90
Text Alert Fees - (575) 952-0484	\$0.95
Total Amount	\$20.85

*Charges will appear on your credit card as ExpressTaxExempt.com

Name On Credit Card: windy barnes
Last 4 digit of the Credit Card: 1635
Credit Card Approval Code: 563267
Processed Date: 07/14/2021

Thank you for your Business!

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

DRAFT MINUTES

REGULAR MEETING

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

CALL TO ORDER:

This meeting was called to order by Chairman Foerstner.

ROLL CALL:

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

ALSO PRESENT:

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

1. APPROVAL OF AGENDA:

2. APPROVAL OF MINUTES:

a. Regular Meeting Minutes of May 24, 2021.

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

3. COMMENTS FROM THE PUBLIC:

There were no comments from the public.

4. OLD BUSINESS:

- a. Discussion/Action: Review/recommendation of proposed changes to the Lodgers Tax Funding Guideline's approved by the City Commission on 3/31/2019.**
- b. Discussion/Action: Review/recommendation of the Lodgers Tax Award Tracking Sheet.**
- c. Discussion/Action: Review/recommendation of the Lodgers Tax Quarterly Report.**
- d. Discussion/Action: Review/recommendation of the Lodgers Tax Available Funds Report.**
- e. Discussion/Action: Chamber of Commerce FY 21/22 Request for Funding. Tammy Gardner, Executive Assistant**

The board reviewed and discussed the request for distribution service for their brochures. A motion was made as follows.

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

5. NEW BUSINESS:

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

1. Chamber of Commerce

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

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

2. Veterans Memorial Park & Museum

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

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

3. MainStreet Truth or Consequences

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

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

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

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

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

Member De Marino made a motion to keep the current positions on the Lodgers Tax Advisory Board the same. Member King seconded the motion. Motion carried unanimously.

4. Discussion/Review: Financials from the City Manager's Office.

- a. xxxxxx

6. REPORTS FROM THE BOARD:

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

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

7. REPORTS FROM STAFF:

8. ADJOURNMENT:

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

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

PASSED AND APPROVED ON THIS 26th DAY OF JULY 2021.

Jake Foerstner, Chairman
Lodger's Tax Advisory Board



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.8

SUBJECT: Approval of Lodgers Tax Funding Guidelines.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

The Lodgers Tax Advisory Board had a Workshop to discuss the amendments to the Lodgers Tax Funding Guidelines. The board then met in regular session to recommend the adoption of the proposed Lodgers Tax Funding Guidelines.

Recommendation:

LTAB recommends approval of Funding Guidelines

Attachments:

- New Proposed Lodgers Tax Funding Guidelines
- Lodgers Tax Funding Guidelines that were adopted 3/31/2019.

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 8-11-2021



TRUTH OR NEW MEXICO CONSEQUENCES

City of Truth or Consequences Lodgers' Tax Funding Guidelines

Table of Contents

- Overview of City Lodger’s Tax Ordinance.....X
- Eligible Uses.....X
- Eligibility.....X
- Lodgers’ Tax Agreement.....X
- Payment Reimbursements.....X
- Payment Reimbursement Requirements.....X
- Eligible and Ineligible Costs.....X
- **Reporting**
- Contractor Responsibilities.....X
- Forms.....X
- Amendments.....X
- Contacts.....X

Overview of Lodgers' Tax

- **Sec. 7-196. Title of article.**
 - This article shall be known as and may be cited as "The Lodgers' Tax Ordinance." (Ord. No. 442, § 1, 8-12-96)
- **Sec. 7-197. Purpose of article.**
 - The purpose of this article is to impose a tax which will be borne by persons using commercial lodging accommodations which tax will provide revenues for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events, and acquiring, establishing and operating tourist-related facilities, attractions or transportation systems, as authorized in section 17 of this article.
- **Sec. 7-199. Imposition of tax.**
 - There is hereby imposed an occupancy tax of **five percent** of gross taxable rent for lodging within the municipality paid to vendors.

Overview of Lodgers' Tax

Eligible Uses

- **Sec. 7-212. Eligible uses of lodgers' tax proceeds.**
 - (a) The Municipality may use the proceeds from the tax to defray the costs of:
 - (1) collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act pursuant to guidelines issued by the Department of Finance and Administration;
 - (2) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the Municipality, the county in which the Municipality is located or the county;
 - (3) the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by section 3-38-23 or 3-38-24 NMSA 1978;
 - (4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the Municipality or county and tourist facilities or attractions within the area;
 - (5) providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the Municipality; or
 - (6) any combination of the foregoing purposes or transactions stated in this section, but for no other municipal purpose.

Overview of Lodgers' Tax

Eligibility

Lodgers' Tax recipients are required to be nonprofits.

- A current certificate of this status must be submitted with the lodgers' tax application.
- Subsequent changes in status must be reported to the Lodgers Tax Advisory Board.

Lodgers' Tax Application

- Applications are examined carefully as there are usually more requests for funds than are available.
- The application process normally starts in March or April by publishing notices that the City is accepting applications.
 - City Website
 - Local Newspapers
- Applications must be completely filled out and signed.
- A certificate or an online screenshot of nonprofit status must be submitted with the grant application for both the Internal Revenue Service (IRS) and the Office of the Secretary of State (SOS).
- ***Application must have all of the above to be eligible for consideration.***
- The Lodger's Tax Advisory Board (LTAB) reviews the applications and makes recommendations to the City Commission.
- The City Commission reviews the applications and allocates the funds at a regular City Commission meeting. The City Commission may alter and/or adjust any LTAB recommendation.
 - Applicants are invited to this meeting.
 - It is recommended that recipients wait for the commission approval prior to implementing their projects.

Lodgers' Tax Agreement

- Lodgers' Tax contracts between the City and Contractor are for Advertising & Promotion.
- Section 2 of the Contract requires contractors to:
 - "Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the Fairgrounds, Civic Center, Museums, Convention Center and other City and area resources and attractions."
- The purpose of the Tax is to bring **OVERNIGHT** visitors to the City.
- Local advertising should be minimized
- Promotion and advertising shall be adhered to per the approved application submitted by the Contractor and attached as 'Exhibit A' to the Grant Agreement.
- 'Exhibit A' shall be known as the 'Scope of Work' which represents the approved manner that the allocated funds can be spent.
- The contractor shall designate a representative and an alternate to serve as the point of contact and authorized representative to spend funds.
 - The representative may be called upon to attend Lodgers' Tax meetings or meet with city staff to answer questions regarding their activities and/or submittals.

Payment Reimbursements

- Print media, television ads, billboards, radio ads, and online ads of the Contractor which are paid for from Lodgers' Tax monies shall include the following:
 - All recipients of lodgers' tax funds must list the City of T or C as a contributor on all advertisements and printed materials by using the adopted T or C brand logo. Logos and the guide for usage will be provided at the time of award notification.
 - Radio ads shall include the radio advertisement script and proof of performance via a report generated by the radio station.
 - Social media and web site banner ads are eligible expenses and do not require branding.
- Please contact the City Clerk's office, torcclerk@torcnm.org for City Brand logo.
- Exceptions may be made in regards to exclusion of City Brand Logo on small promotional items i.e. small pens or small key rings.
- Websites – costs related to design and maintenance are eligible costs.
- Facebook and other Social Media – advertisements are allowable expenses.
- The City determines which expenditures are allowable and are in compliance with the purpose of this contract. (Sec. 4 a)
- If determined to be an eligible purchase, the City will pay the Contractor for reimbursement. (Sec. 4 b)
- Rejected payments can be submitted to the Lodgers Tax Board for consideration and recommendation for submission to the City Commission.

Payment Reimbursement Requirements

- All invoices must be presented to the City Manager's Office for review and approval within 90 days of the event or project implementation.
- All funds must be spent and invoices turned into the City Manager's Office **no later than the last business day in May unless prior written approval from the City Manager's office has been obtained.**
- Invoices submitted after that date **WILL NOT BE PAID** and will be the responsibility of the Contractor.
- For advertisements and/or publications, provide an electronic or printed tear sheet. A **tear sheet** is a page cut or torn from a publication to prove to the client that the advertisement was published.
- Invoices, checks, and form amounts **that do not match, must include an explanation.** I.e. invoice is for \$525 and the allocation is \$500. The organization then pays \$25, an explanation must be included on the reimbursement form)
- Reimbursements can be submitted as frequent as needed.

Eligible Costs

- **Media placement:** cost of insertion of ads in media including print, electronic, web/Internet and outdoor; rental of billboard, website development & hosting, information applied to Kiosks, and other automated forms of advertising.
- **Printing:** cost of printing and distribution of promotional materials including media packets, promotional brochures, posters, etc. Reprints shall meet current criteria. In the event that ad sales have been made on any brochures, vacation guides and similar publications, the City requires reporting of revenue generated in ad sales and cost of printing, the difference is eligible for reimbursement.
- **Registration fees and booth rental:** costs for conferences where representation by the Organization is clearly a part of the marketing plan.
- **Video:** Production of a community, partnership, or statewide promotional video/CD-ROM/DVD that is part of the organization's marketing effort for use in various broadcast media. **Produced videos on flash drives, dvd, cd-rom etc. cannot be offered for sale.**
- **Mailing lists:** Cost for purchase of targeted marketing mailing lists.
- **New Mexico Tourism Department (NMTD) Sales & Media Outreach Missions, Trade Shows:** Costs for NMTD sponsored registration and booth space through the NMTD's tourism promotion programs when space is available and NMTD opens participation.
- **Production costs:** Costs of producing an advertisement, brochure, internet data and graphics, website development (including hosting), typesetting, photography, rendered art, purchase of trade show booth.
- **Fulfillment costs:** Shipping as it applies to fulfilling requests for visitor information.
- **Public Relations:** Public relation services related to tourism promotion.
- **Promotional Items:** T-shirts, Key rings, pins, calendars, litter bags, posters, and similar items. We encourage the use of promotional items for marketing to be used minimally.

• **Ineligible Costs**

- **Commissions:** Advertising agency commissions
- **Fulfillment costs:** Envelopes and supplies
- **Communications:** Telephone expenses
- **Travel Expenses:** Any expenses related to travel including lodging, meals, airfare, and gas. An exception may be made for the cost of gas incurred while distributing printed materials outside of Sierra County.
- **Administration:** Salaries, over-run, overhead, entertainment, meals, beverages, supplies, taxes and other categories, not specifically allowed in eligible costs.
- **Items for sale:** Promotional items produced for sale such as Videos/CD's/DVD's, brochures, t-shirts, posters, calendars, etc.
- **Equipment:** Any purchase of equipment and/or furnishings.

Contractor Responsibilities

It is the responsibility of the Contractor:

- To keep a running total of their unused and available Lodgers' Tax award.
- To report all advertising revenues for projects funded in part by lodgers' tax.
- To assign a signatory authority and responsible financial representative.
- To sign all reimbursement forms or requests for payment.
 - Requests must be submitted in writing using the City's form.
- To notify the City their "remit to" address where they want the check sent.

Lodger's Tax Funding Application

(Insert New Lodgers' Tax Funding Application Form)

Recco Tax de f n 2018 3 defines

Lodger's Tax Reimbursement Request Form

(Insert New Reimbursement Request Form)

Recommender's function & defines

60 Day Spending & Follow Up Report

(insert report)

- Reports are used to gauge activity and ensure grant compliance with agreement.
- **Failure to report can affect future funding requests, including reports with no activity.**

Contractor Amendments To Approved Lodgers' Tax Funding Requests

CAN

- Budget Categories*
 - Funds may be moved from one category to another category.
- Scope of Work*

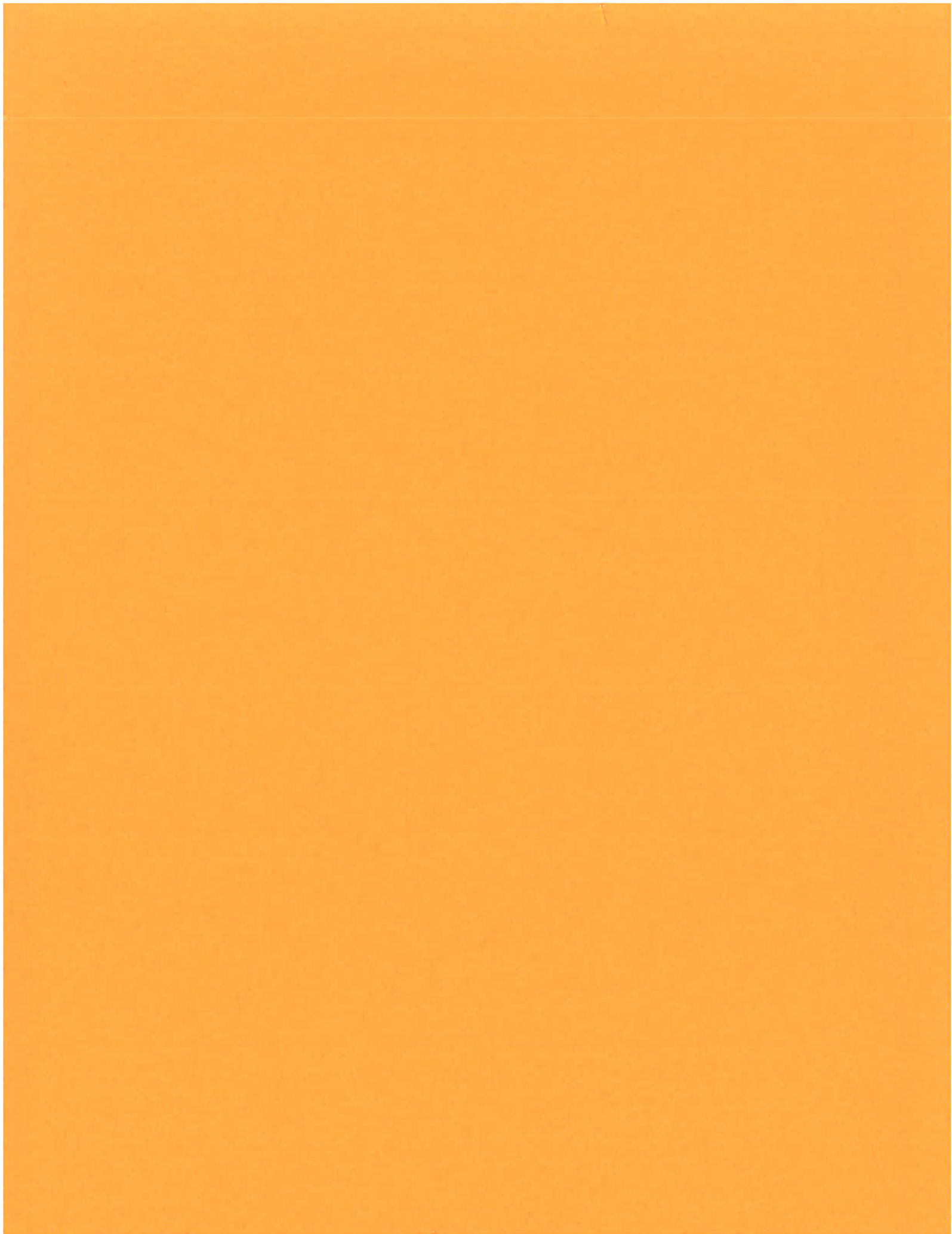
*** Must have prior approval from the Lodgers' Tax Advisory Board and/or City Manager's Office.**

CANNOT

- Request an extension of time.
- Request transfer of funds to another organization

Contacts

- Tammy Gardner tgardner@torcnm.org, 894-6673 Ex 320
 - Review payment requests for compliance with agreements and process compliant payments.
 - Submit copies of reports to City Hall.
 - Any other duties requested by the LTAB
- Angela Torres, atorres@torcnm.org, 894-6673 Ext. 302
- Dawn Barclay dbarclay@torcnm.org, 894-6673 Ext. 304
 - Prepare meeting Agendas & Minutes
 - Forwards reports to Lodgers' Tax Advisory Board.
 - Place on the LTAB calendar request for changes to agreement and/or use of funds.



City of Truth or Consequences

Lodgers' Tax

Funding Guidelines

Approved by City Commission 3/13/2019

Table of Contents

• Overview of City Lodgers' Tax Ordinance	3
• Eligible Uses	4, 5
• Eligibility	5
• Grant Agreement	6, 7
• Payment Reimbursements	8-10
• Payment Reimbursement Requirements	11
• Eligible and Ineligible Costs	12, 13
• Contractor Responsibilities	14
• Forms	15-17
• Quarterly Reports	18
• Amendments	19
• Contacts	20

Overview of Lodgers' Tax

- **Sec. 7-196. Title of article.**

- This article shall be known as and may be cited as "The Lodgers' Tax Ordinance." (Ord. No. 442, § 1, 8-12-96)

- **Sec. 7-197. Purpose of article.**

- The purpose of this article is to impose a tax which will be borne by persons using commercial lodging accommodations which tax will provide revenues for the purpose of advertising, publicizing and promoting tourist-related attractions, facilities and events, and acquiring, establishing and operating tourist-related facilities, attractions or transportation systems, as authorized in section 17 of this article.

- **Sec. 7-199. Imposition of tax.**

- There is hereby imposed an occupancy tax of **five percent** of gross taxable rent for lodging within the municipality paid to vendors.

Overview of Lodgers' Tax

Eligible Uses

- **Sec. 7-212. Eligible uses of lodgers' tax proceeds.**
 - (a) The Municipality may use the proceeds from the tax to defray the costs of:
 - (1) collecting and otherwise administering the tax, including the performance of audits required by the Lodgers' Tax Act pursuant to guidelines issued by the Department of Finance and Administration;
 - (2) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities, attractions or transportation systems of the Municipality, the county in which the Municipality is located or the county;
 - (3) the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by section 3-38-23 or 3-38-24 NMSA 1978;

Overview of Lodgers' Tax

Eligibility

- (4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the Municipality or county and tourist facilities or attractions within the area;
- (5) providing police and fire protection and sanitation service for tourist-related events, facilities and attractions located in the Municipality; or
- (6) any combination of the foregoing purposes or transactions stated in this section, but for no other municipal purpose.

Additionally: (#7 is not part of Sec. 7-212.)

- (7) ~~Grant~~ Lodger's Tax recipients are required to be nonprofits.
 - A current certificate of this status must be submitted with the ~~grant~~ Lodger's Tax application.
 - Subsequent changes in status must be reported to the Lodgers Tax Advisory Board.
- Lodgers Tax Board will consider holding back a portion of no more than 20% of the funds to be awarded later in the year.

Grant Application

- Applications are examined carefully as there are usually more requests for funds than are available.
- The application process normally starts in March or April by publishing notices that the City is accepting applications.
 - City Website
 - Local Newspapers
- Applications must be completely filled out and signed.
- A certificate or an online screenshot of nonprofit status must be submitted with the grant application for both the Internal Revenue Service (IRS) and the Office of the Secretary of State (SOS).
- ~~Applicant must submit previous year's audit report or internal/informal financial statement with application.~~

- ***Application must have all of the above to be eligible for consideration.***
- Application(s) for annual funding must be completed and submitted by the deadline. Deadline is final, no other recourse is available. Other additional applications may be considered on a case by case basis, upon request.
- The Lodger's Tax Advisory Board reviews the applications and makes recommendations to the City Commission for allocations.
 - Applicants are invited to this meeting.
- The City Commission reviews the applications and allocates the funds at a regular City Commission meeting.
 - Applicants are invited to this meeting.

Commented [KS2]: Isn't this section contradictory?

Grant Agreement

- Lodgers' Tax contracts between the City and Contractor are for Advertising & Promotion.
- Section 2 of the Contract requires contractors to:
 - "Advertise, publicize and promote the City and its facilities as a tourism attraction. Such publicizing and promoting shall include but not be limited to the advertising of the Fairgrounds, Civic Center, Museums, Convention Center and other City and area resources and attractions."
- The purpose of the Tax is to bring **OVERNIGHT** visitors to the City.
- No less than seventy-five percent (75%) of advertising budget (print, internet, billboard, TV, & radio) must be spent **OUTSIDE** of Sierra County.

My recommendation would be to flip this percentage so 75% is inside the county and 25% is outside of the county

Grant Agreement

- Promotion and advertising shall be adhered to per the approved application submitted by the Contractor and attached as 'Exhibit A' to the Grant Agreement.
- 'Exhibit A' shall be known as the 'Scope of Work' which represents the approved manner that the allocated funds can be spent.
- The contractor shall designate a representative and an alternate to serve as the point of contact and authorized representative to spend funds.
 - The representative may be called upon to attend Lodgers' Tax meetings or meet with city staff to answer questions regarding their activities and/or submittals.

Payment Reimbursements

- Print media, television ads, billboards, radio ads, and online ads of the Contractor which are paid for from Lodgers' Tax monies shall include the following:
 - Paid in part by "Truth or Consequences Lodgers' Tax."
 - Include the City of Truth or Consequences logo.
 - Please contact the City Clerk's office, torcclerk@torcnm.org for City logo.
 - Exceptions may be made in regards to exclusion of City Logo on small promotional items i.e. small pens or small key rings.



Payment Reimbursements

- Radio ads shall include the following verbiage:
 - Paid in part by Truth or Consequences Lodgers' Tax.
 - The invoice shall include the radio advertisement script.
- Websites – costs related to design and maintenance are eligible costs.
- Facebook and other Social Media – advertisements are allowable expenses.

Payment Reimbursements

- The City determines which expenditures are allowable and are in compliance with the purpose of this contract. (Sec. 4 a)
- If determined to be an eligible purchase, the City will pay the Contractor for reimbursement. (Sec. 4 b)
- Rejected payments can be submitted to the Lodgers Tax Board for consideration and recommendation for submission to the City Commission.

Payment Reimbursement Requirements

- All invoices must be presented to the City Manager's Office for review and approval.
- All funds must be spent and invoices turned into the City Manager's Office **no later than the last business day in May.**
- Invoices submitted after that date **WILL NOT BE PAID** and will be the responsibility of the Contractor.
- For advertisements and/or publications, provide an electronic or printed tear sheet. A **tear sheet** is a page cut or torn from a publication to prove to the client that the advertisement was published.
- Invoices, checks, and form amounts **that do not match, must include an explanation.** I.e. invoice is for \$525 and the allocation is \$500. The organization then pays \$25, an explanation must be included with the invoice.

Formatted: Underline

Just a suggestion for this to be underlined

Eligible Costs

Media placement: cost of insertion of ads in media including print, electronic, web/Internet and outdoor; rental of billboard, home page on the internet, information applied to Kiosks, and other automated forms of advertising.

Printing: cost of printing and distribution of promotional materials including media packets, promotional brochures, posters, etc. Reprints shall meet current criteria. In the case ad sales have been made on any brochures, vacation guides and similar publications, the Department requires reporting of revenue generated in ad sales and cost of printing, the difference is eligible reimbursement.

Registration fees and booth rental: costs for conferences where representation by the Organization is clearly a part of the marketing plan.

Ineligible Costs

Commissions: Advertising agency commissions

Fulfillment costs: Envelopes and supplies

Communications: Telephone expenses

Administration: Salaries, over-run, overhead, entertainment, meals, beverages, supplies, taxes and other categories, not specifically allowed in eligible costs.

Items for sale: Promotional items produced for sale such as Videos/CD's/DVD's, brochures, t-shirts, posters, calendars, etc.

Equipment: Any purchase of equipment and/or furnishings.

Eligible Costs

Video/CD-ROM/DVD's: Production of a community, partnership, or statewide promotional video/CD-ROM/DVD that is part of the organization's marketing effort for use in various broadcast media. **(The video/CD-ROM cannot be offered for sale.)**

Mailing lists: Cost for purchase of targeted marketing mailing lists.

Sales Missions and Trade Show participation: Costs for registration and booth space; Department sponsored; through the Department's Domestic and International tour trade programs when space is available and the Department opens participation.

Production costs: Costs of producing an advertisement, brochure, internet data and graphics, website development (including hosting), typesetting, photography, rendered art, purchase of trade show booth.

Fulfillment costs: Shipping as it applies to fulfilling requests for visitor information.

Public Relations: Public relation services related to tourism promotion.

Promotional Items: T-shirts, Key rings, pins, calendars, litter bags, posters, and similar items not to exceed 20% of the total amount funded.

Contractor Responsibilities

- It is the responsibility of the Contractor:
 - To keep a running total of their unused and available Lodgers' Tax award.
 - To assign a signatory authority and responsible financial representative.
 - To sign all reimbursement forms or requests for payment.
 - Requests must be submitted in writing using the City's form.
 - To notify the City their "remit to" address where they want the check sent.

Reimbursement Request Form

LODGERS' TAX REIMBURSEMENT REQUEST

A. Grantee: _____ Remit to: City of Truth or Consequences
 B. Contact: _____ Attn: _____
 Address: _____ 505 Sims Street
 C. Reimbursement Request No. _____ FY: _____ Truth or Consequences, NM 87901

CATEGORY	Budget	Current Expenditures Requested for Reimbursement from Grant Funds	Cumulative Expenditures Total Current Request + Previous Grant Fund Expenditures	Remaining Project Balance
	Grant Funds	Grant Funds	Grant Funds	Grant Funds
Print				
Publish				
Advertise				
TV				
Radio				
Website				
Other Costs (Specify)				
TOTALS				

Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Grant and that payment has not been received.

Signature of Authorized Official	Typed or Printed Name	Date
----------------------------------	-----------------------	------

**LODGERS' TAX
REIMBURSEMENT REQUEST**

A
 . Grantee: Pie in the Sky Enterprises
 B. Contact: Jane Doe / 894-1234
 Address: 56 Skyline RD, T-or-C, NM 87901
 Reimbursement Request
 C. No. 1 FY: 18/19

Remit to: City of Truth or Consequences
 Attn: Tammy Gardner
505 Sims Street
Truth or Consequences, NM
87901

CATEGORY	Budget	Current Expenditures Requested for Reimbursement from Grant Funds	Cumulative Expenditures Total Current Request + Previous Grant Fund Expenditures	Remaining Project Balance
	Grant Funds	Grant Funds	Grant Funds	Grant Funds
Print	\$1,000.00			\$1,000.00
Publish	\$500.00			\$500.00
Advertise	\$1,500.00			\$1,500.00
TV	\$500.00			\$500.00
Radio	\$500.00			\$500.00
Website	\$1,000.00			\$1,000.00
Other Costs (Specify)				\$0.00
(Use these add'l 3 spaces to list special events.)				\$0.00
				\$0.00
TOTALS	\$5,000.00	\$0.00	\$0.00	\$5,000.00

Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Grant and that payment has not been received.

Signature of Authorized Official	Typed or Printed Name Jane Doe	Date 04/01/18
----------------------------------	-----------------------------------	------------------

Quarterly Work/Spending Report

LODGERS' TAX QUARTERLY WORK/SPENDING REPORT

NAME OF GRANTEE: _____

THREE MONTH PERIOD OF REPORT: _____ TO _____
(mm/dd/yy) (mm/dd/yy)

PLEASE PROVIDE A DETAILED STATUS OF ACTIVITY FOR REPORTING PERIOD.
(If no work has been done, explain why work has not begun.)

ITEMS AND AMOUNTS FOR WHICH REIMBURSEMENT FUNDS WERE REQUESTED
DURING PERIOD:

ITEMS(S)	AMOUNT
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
NM GRT	\$ _____ (if applicable)
TOTAL	\$ 0.00

ANTICIPATED COMPLETION DATES OF TASKS NOTED ABOVE:

TASK	ANTICIPATED COMPLETION DATE
_____	_____
_____	_____
_____	_____

SIGNATURE _____

CONTACT PHONE NUMBER _____

DATE _____

Rev. 3/2015

Quarterly Work/Spending Report

- Reports are due by the 15th of the month following the quarter. First quarter (July, August, September) ends September 30th. Second quarter (October, November, December) ends December 31st. Third quarter (January, February, March) ends March 31st. Fourth quarter (April, May, June) ends June 30th.
- **Must submit a report even if no work has been done with an explanation of why work has not begun.**
- Reports are used to gauge activity and ensure grant compliance with agreement.
- **Failure to report can affect future grant funding requests, including reports with no activity that show no activity without an explanation.**
- ~~The Contractor shall be subject to losing 50% of a quarterly draw if the invoice is not submitted by the due date.~~

Please remove as this applies to Subrecipient. The only deadline is the last business day of May

Amendments

CAN

- Budget Categories*
 - Funds may be moved from one category to another category.
- Scope of Work*

*** Must have prior approval from the Lodgers' Tax Advisory Board and/or City Manager's Office.**

CANNOT

- Request an extension of time.
- Request transfer of funds to another organization.

Contacts

- ~~Tammy Gardner, tgardner@torcnm.org~~ Kristin Saavedra, kristins@torcnm.org , 894-6673 Ext. ~~320~~ 309
 - Review payment requests for compliance with agreements and ~~forward eligible requests to Finance Office~~ process compliant payments.
 - Submit copies of quarterly reports to City Hall.
 - (any other duties requested by the LT board)
- ~~Renee Cantin, rcantin@torcnm.org~~ Angela Torres, atorres@torcnm.org, 894-6673 Ext. ~~301~~ 302
- ~~Lisa Gabaldon, Secretary lgabaldon@torcnm.org~~ Dawn Barclay, dbarclay@torcnm.org 894-6673 Ext. ~~301~~ 304
 - Prepare meeting Agendas & Minutes
 - Forward quarterly and grant balance report to Lodgers Tax Advisory Board



Truth or Consequences, NM



Lodgers Tax Board Fund Recommendations:

- Removed stipulation in the “cannot” section that states the organization cannot request an increase in funds

Lodgers Tax Board Fund Recommendations

01/31/2019 to be sent for Commission approval on 02/27/2019:

GRANT APPLICATION (pages 6 & 7):

- ADDED GRANT APPLICATION INFORMATION FROM SUBRECIPIENT GRANTS
- Application(s) for annual funding must be completed and submitted by the deadline. Deadline is final, no other recourse is available. Other additional applications may be considered on a case by case basis, upon request.
- The Lodger’s Tax Advisory Board reviews the applications and makes recommendations to the City Commission for allocations.
 - Applicants are invited to this meeting.

- THE LODGER'S TAX ADVISORY BOARD REVIEWS THE APPLICATIONS AND MAKES RECOMMENDATIONS TO THE CITY COMMISSION FOR ALLOCATIONS.
 - APPLICANTS ARE INVITED TO THIS MEETING

GRANT AGREEMENT (page 8):

- THE PURPOSE OF THE TAX IS TO BRING OVERNIGHT VISITORS TO THE CITY

PAYMENT REIMBURSEMENT REQUIREMENTS (PAGE 13):

- All funds must be spent and invoices turned into the City Manager's Office **no later than the last business day in May.**
- Invoices submitted after that date **WILL NOT BE PAID** and will be the responsibility of the Contractor.

QUARTERLY WORK / SPENDING REPORT (page 20):

- FAILURE TO REPORT, CAN AFFECT FUTURE GRANT FUNDING REQUESTS, INCLUDING REPORTS WITH NO ACTIVITY.
- THE CONTRACTOR SHALL BE SUBJECT TO LOSING 50% OF A QUARTERLY DRAW IF THE INVOICE IS NOT SUBMITTED BY THE DUE DATE.

CONTACTS (page 22):

- Tammy Gardner, tgardner@torcnm.org, 894-6673 Ext. 320
- Lisa Gabaldon, Secretary lgabaldon@torcnm.org 894-6673 Ext. 301

03.30.21 - RECOMMENDATIONS TO LODGER'S TAX BOARD:

PG 5:

- Grant Lodger's Tax recipients are required to be nonprofits.
 - A current certificate of this status must be submitted with the grant Lodger's Tax application.

PG 6:

PLEASE REMOVE BELOW SECTION AS THIS ONLY APPLIES TO SUBRECIPIENT

- ~~Applicant must submit previous year's audit report or internal/informal financial statement with application.~~

PG 7:

Deadline is final, no other recourse is available. Other additional applications may be considered on a case by case basis, upon request.

Commented [KS3]: Isn't this section contradictory?

PG 8:

- No less than seventy-five percent (75%) of advertising budget (print, internet, billboard, TV, & radio) must be spent OUTSIDE of Sierra County.

My recommendation would be to flip this percentage so 75% is inside the county and 25% is outside of the county

PG 13:

Invoices submitted after that date WILL NOT BE PAID

Formatted: Underline

Just a suggestion for this to be underlined

PG 20:

- ~~reports with no activity~~ that show no activity without an explanation.
- ~~The Contractor shall be subject to losing 50% of a quarterly draw if the invoice is not submitted by the due date.~~

Please remove as this applies

Formatted: Font: (Default) Times New Roman
deadline is the last business day of May

PG 22:

- ~~Tammy Gardner, tgardner@torcnm.org, Kristin Saavedra, kristins@torcnm.org, 894-6673 Ext. ~~320~~ 309~~
- ~~Renee Cantin, rcantin@torcnm.org, Angela Torres, atorres@torcnm.org, 894-6673 Ext. ~~301~~ 302~~

- ~~Lisa Gabaldon, Secretary lgabaldon@torcnm.org~~ Dawn Barclay,
dbarclay@torcnm.org, 894-6673 Ext. ~~301~~ 304



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.9

SUBJECT: Airport Rescue Grant Offer, Grant No. 3-35-0042-023-2021

DEPARTMENT: Community Development

DATE SUBMITTED: August 5, 2021

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

City received an Airport Rescue Grant Offer for the airport from the Federal Aviation Administration in the amount of \$22,000. Funds to be used to offset allowable airport operations and maintenance costs.

Recommendation:

Approve and accept the Grant Offer and execute signatures from Mayor Whitehead and Attorney Rubin

Attachments:

- Airport Rescue Grant Offer, Grant No. 3-35-0042-023-2021
-

[Click here to enter text.](#)

Fiscal Impact (Finance): Yes

\$22,000.00 – for Airport Operations and maintenance.

Legal Review (City Attorney): Yes

Signature Required

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 8-11-2021



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Southwest Region
Louisiana, New Mexico

FAA ASW-640
10101 Hillwood Parkway
Fort Worth, TX 76177

Airport Rescue Grant Transmittal Letter

August 5, 2021

The Honorable Sandra Whitehead
505 Sims
Truth or Consequences, NM 87901

Dear Ms. Whitehead:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-35-0042-023-2021 for Truth Or Consequences Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

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

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **August 20, 2021** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

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

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

**LACEY D
SPRIGGS**  Digitally signed by LACEY
D SPRIGGS
Date: 2021.08.05
13:08:44 -05'00'

Lacey D. Spriggs
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date August 5, 2021

Airport/Planning Area Truth Or Consequences Municipal Airport

Airport Rescue Grant No. 3-35-0042-023-2021

Unique Entity Identifier 079342838

TO: City of Truth or Consequences
(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airport Rescue Grant Application dated July 9, 2021, for a grant of Federal funds at or associated with the Truth Or Consequences Municipal Airport, which is included as part of this Airport Rescue Grant Agreement;

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

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

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act.

Airport Rescue Grants may be used to reimburse airport operational expenses directly related to Truth Or Consequences Municipal incurred no earlier than January 20, 2020.

Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

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

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$22,000, allocated as follows:
 \$22,000 ARPA KW2021
2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before August 20, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue

Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

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

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –
 - A. Associated with performance under this Airport Rescue Grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

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

The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated **August 5, 2021**

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

LACEY D
SPRIGGS

Digitally signed by LACEY D
SPRIGGS
Date: 2021.08.05 13:09:34 -05'00'

(Signature)

Lacey D. Spriggs

(Typed Name)

**Manager, Louisiana/New Mexico
Airports District Office**

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated _____

City of Truth or Consequences

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

(Type Name of Sponsor's Designative Official/Representative)

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated

By:

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

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

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

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

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

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

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

1. Purpose Directly Related to the Airport

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

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

3. Good Title.

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

4. Preserving Rights and Powers.

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

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

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

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

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

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

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

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs

related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act.

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

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

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

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

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

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

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

- d. Required Solicitation Language

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

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

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

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

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 9, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars



City of Truth or Consequences

AGENDA REQUEST FORM

Agenda Item #: G.10

MEETING DATE: August 11, 2021

SUBJECT: Decision to give City Manager authority to initiate necessary steps to develop an ordinance implementing a "Keep T or C Clean and Beautiful" Advisory Board."

DEPARTMENT: City Commission

DATE SUBMITTED: August 3, 2021

SUBMITTED BY: Commissioner Randall Aragon

WHO WILL PRESENT THE ITEM: Randall Aragon, City Commissioner

Summary/Background:

With all the numerous concerns surfaced by our citizens regarding litter and the need to keep our great city clean & beautiful, allowing community input via an advisory board to develop viable solutions to showcase our city as neat and orderly is in order.

Community input provided by an advisory board is employed in many cities throughout our nation. With the assistance of the *New Mexico Municipal League* (or other such agencies) finding a model program with associated policies/rules will not be difficult.

Recommendation:

That the City Manager initiate necessary steps to develop an ordinance implementing the aforementioned advisory board composed of citizens.

Unquestionably solutions and recommendations to enhance our city's appearance has greater lift when submitted to the city administration by a dedicated "advisory board" that has thoroughly examined and deliberated on a matter relating to city appearance/aesthetics.

Attachments None

Fiscal Impact (Finance).

Not applicable.

Legal Review (City Attorney)

Approved For Submittal By: ☐ Department Director

Reviewed by: ☐ City Clerk ☐ Finance ☐ Legal ☐ Other.

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No.

Ordinance No.

Continued To:

Referred To:

☐ Approved ☐ Denied ☐ Other:

File Name: CC Agendas 8-11-2021



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 11, 2021

Agenda Item #: G.11

SUBJECT: Re-appointment of Theresa King to the Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 4, 2021

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Theresa King is a current member on the Lodgers Tax Advisory Board. Her term expired in June 2021. On July 26, 2021, the Lodgers Tax Advisory Board unanimously voted to re-appoint Ms. King to serve a 4-year term on the board. We currently have one additional vacancy on the board, and the vacancy has been advertised for several months.

Recommendation:

Re-appointment of Theresa King to the Lodgers Tax Advisory Board.

Attachments:

- Board Member Application

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-11-2021



City of Truth or Consequences

City Boards Application



Name: _____ Theresa King _____ Address: 501 McAdoo Street, T or C, NM 87901 _____

Phone: _____ 575-740-6465 _____ Email: _____theresa.king@sierragrandelodge.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:

_____ I am currently the General Manager at Sierra Grande _____

_____ I have 23 years of hospitality management experience _____

_____ I am a member of the T or C and Sierra County Chamber of Commerce _____

_____ I am a current member of the T or C Lodgers Tax Advisory Board _____

_____ I have member of the Lodgers Tax Advisory Board since 2018 _____

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: _____ *Theresa King* _____