

Amanda Forrister
Mayor

Rolf Hechler
Mayor Pro-Tem

Merry Jo Fahl
Commissioner



Destiny Mitchell
Commissioner

Shelly Harrelson
Commissioner

Bruce Swingle
City Manager

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REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON WEDNESDAY, AUGUST 10, 2022; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Amanda Forrister, Mayor
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisors

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. Amended City Commission Regular Minutes, July 13, 2022
2. City Commission Regular Minutes, July 27, 2022
3. July 2022 Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 731 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Sections 11-10-4 and 11-10-5 and adding Section 11-10-6 to the Planning & Zoning Code Pertaining to Storage Units/Shipping Containers. Traci Alvarez, Assistant City Manager
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project. City Manager Swingle
3. Public Hearing/Discussion/Action: Approval to Submit USDA/RUS Funding Applications for Police Department vehicles and equipment needs and Authorization and Approval for City Manager and/or Mayor to Execute, Sign and Submit Required and Requested Documents Related to the USDA/RUS Applications for Federal Assistance. Traci Alvarez, Assistant City Manager

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 08 22/23 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA). Crystal Walton, SJOA Executive Director
2. Discussion/Action: Publication of Ordinance No. 737 amending Sections 7-106 through Section 7-114 of our Municipal Code of Ordinances pertaining to Rental Spaces and Licensure. Victor Rodriguez, Chief of Police
3. Discussion/Action: Publication of Ordinance No. 738 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-53 regulating the use of BB or pellet guns. Victor Rodriguez, Chief of Police
4. Discussion/Action: Publication of Ordinance No. 739 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-149 of the code pertaining to closing of certain City Parks and Properties. Victor Rodriguez, Chief of Police

I. NEW BUSINESS

1. Discussion/Action: Review and approval of the Junior Bill Appropriation for the SJOA. Traci Alvarez, Assistant City Manager
2. Discussion/Action: Approval of the Chamber of Commerce Lodger's Tax Contract Extension Letter. Tammy Gardner, Executive Assistant
3. Discussion/Action: Review, Approve and/or Allocate Funds for MainStreet Truth or Consequences. Tammy Gardner, Executive Assistant
4. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway (GTSB). Tammy Gardner, Executive Assistant
5. Discussion/Action: Review, Approve and/or Allocate Funds for Veteran's Memorial Park and Museum. Tammy Gardner, Executive Assistant
6. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Swingle
7. Discussion/Action: Approval of Professional Services Agreement with Delta Airport Consultants, Inc. for RFP #21-22-009 Engineering Services for T or C Airport Improvements. City Manager Swingle
8. Discussion/Action: Approval of award and contract for Morgan Street Booster Pump ITB #21-22-011. City Manager Swingle
9. Discussion/Action: Consideration of the appointment of Jessica MacKenzie to the Lodgers Tax Advisory Board. Angela Torres, City Clerk

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING AUGUST 24, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: C.1

SUBJECT: Presentation of August 2022 Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: August 2, 2022
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and department supervisor

Summary/Background:

Employee Anniversary: Hechler, OJ – 5 YEARS
Employee Anniversary: Niebergall, Alona – 2 YEAR
Employee Anniversary: Bowles, Jessica – 1 YEARS
Employee Anniversary: Loera, Rene – 3 YEARS
Employee Anniversary: Venable, Donald – 5 YEARS

Employee Anniversary: O'Hanlon, Pat – 29 YEARS
Employee Anniversary: Montoya, William – 12 YEARS
Employee Anniversary: Martinez, Katy – 2 YEARS
Employee Anniversary: Marin, Rafael – 6 YEARS
Employee Anniversary: Easley, Jeremiah – 2 YEARS

Recommendation:

None. Presentation Only.

Attachments:

None.

Fiscal Impact (Finance): No

Legal Review (City Attorney): No

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

File Name: CC Agendas 8-10-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: F.1

SUBJECT: Amended City Commission Regular Minutes, July 13, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 5, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Item I9.Discussion/Action: Selection of appointees to serve on the Magistrate Court Designation Committee stated

Mayor Forrister made a motion to nominate Mayor Pro-Tem Rolf Hechler to serve as a member on the committee (**member of the public**). Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously. Member of the public should had been listed as Member of the Governing Body.

Recommendation:

Approve the amended 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 8-10-2022

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 13, 2022**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Amanda Forrister, Mayor
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner
Hon. Destiny Mitchell, 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 Forrister called for fifteen seconds of silent meditation.

3. PLEDGE OF ALLEGIANCE:

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

4. APPROVAL OF AGENDA:

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

C. PRESENTATIONS:

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards:

City Manager Swingle and Victor Rodriguez, Chief of Police presented an Employee Service Anniversary Award to Mary Anne Digiacommo for 2 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Victor Rodriguez for 1 year of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Carol Kirkpatrick for 3 years of service with the City of Truth or Consequences

City Manager Swingle and Tara Manning, Animal Shelter Supervisor presented an Employee Service Anniversary Award to Mark Hopkins for 2 years of service with the City of Truth or Consequences.

City Manager Swingle presented an Employee Service Anniversary Award to Patrick Lovell for 4 years of service with the City of Truth or Consequences.

D. PUBLIC COMMENT (3 Minute Rule Applies):

Kim Artman addressed the Commission with comments related to:

- (1) The amazing programs they have available at the Olive Tree. The Olive Tree offers a free program that covers mind, body, and soul, and teaches people to use positive thoughts and ways in their actions. The program also includes yoga and art therapy.

Rick Dumiak submitted a letter of public comment. (Complete copy attached hereto and made a part hereof).

E. REPORTS:

City Manager Reports:

City Manager Swingle reported the following:

- He recognized all of the city employees. They are doing tremendous work every day. Our Code Enforcement and Chief of Police were out on a Sunday working so he gave kudos to them for that. The city has been significantly understaffed for about 6-8 months. That doesn't mean that things fall by the wayside. It means that a lot of people are picking up a lot of extra work, and that is across the board, and across the city. He commends their commitment to community service, and advancing the quality of life in this community. They do great work, and their only limitations are the financial resources we have in this community.

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

- He thanked David Johnson for his work with vector control. He does it a couple of nights a week, and the requirements he has to follow for vector control and mosquito spaying is very cumbersome. He has to spray at night or in the early morning so that wildlife and insects are not out and about. He also has to make sure that the environmental and atmosphere conditions are appropriate to spray. He doesn't get overtime. He just goes out and does it, and he doesn't complain year in and year out.
- We still have a number of vacancies on various city boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory Board. We have two vacancies on the Lodgers Tax Advisory Board. We have two vacancies on the Impact Fee Advisory Board. Hopefully we can fill the Planning & Zoning vacancies today.
- We continue to average between 15-20 water leaks a week, and that is not going to change. There is a tremendous amount of money that needs to be invested into our water system to improve the infrastructure, and get it caught up.
- The issue we had with the personal property on our Easements on Wyona Street is being addressed. We hired Bar 2 to go in and remove the debris. It will be done on July 20th. The property owner has had a lot of time to remove the items from the property.
- We went out to bid a second time for the \$6 million MSD Water Project. We had the bid opening on July 7th, and unfortunately the bids that came in were over by about \$2.5 million dollars from the contingency fees that are required by USDA. It was less than the first bid, but it still went over what we have available to us, so our engineers are working on that now, and they are looking at how we can descope some of the project that does the best, and does the least harm. We are also working with USDA on funding options to see if we can find a mechanism to fill that gap in funding. One thing for sure is that we cannot incur any more debt in the Water Department.
- The Animal Shelter has finished their 6-month annual report. They have taken 671 animals for the first 6 months. They had 211 adoptions. 121 were returned to the owners. 74 were sent to rescues. 117 went to barns and out into the rural part of the community, and out of the 671, only 49 were euthanized. We are trying to reduce the number of euthanizes, but it is a serious reduction from where we were a couple of years ago. Some animals unfortunately have to be euthanized for several reasons, but the Animal Shelter is working diligently to decrease that number as we go forward.
- The library had 17,016 visitors in their two facilities so far this year. 2,170 were at the branch, and 14,846 were at the main library. That is a significant number of people attending our libraries. Although these numbers are lower than the pre-COVID numbers, we are certainly working to go back in that direction to get back to those numbers. They also have 37 children registered for the summer reading program.
- He reminded the Commission that the meeting with Virgin Galactic is on July 21st.

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

City Attorney Reports:

City Attorney Rubin had no report.

City Commission Reports:

Commissioner Fahl had no report.

Commissioner Mitchell had no report.

Mayor Pro-Tem Hechler reported the following:

- Western Fix had an event recently. The Rios Family who are the owners are such a great family. It is really nice to see things moving forward in this community after so much of a shutdown during COVID.

Mayor Forrister reported the following:

- She attended our county livestock school that was last weekend, and there were so many people who came from out of town to attend it. She believes there were around 158 pigs, 103 goats, and 44 steers. She didn't get to go to the Western Fix event because she was at the livestock event, but she heard it was a tremendous event. The Rios family is awesome at supporting our community.

Commissioner Harrelson reported the following:

- They had a lot of people come in from all over the state for the livestock event, and on Sunday when they had the jackpot, there were trailers for miles. It was a huge event, so maybe next year they can think of some different ways to develop some revenue and resources through that event because there were a lot of people in town.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, February 23, 2022**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, January 10, 2022**
3. **Accounts Payable, February 2022**
4. **Take-home vehicle form for the Water Department.**

Commissioner Fahl moved to approve the Consent Calendar as submitted.

Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. PUBLIC HEARINGS:

- 1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 734 to amend Ordinance No. 723 that was adopted on January 12, 2022 for the authorization of the execution and delivery of loan No. PPRF-5652, between the City of Truth or Consequences and the New Mexico Finance Authority for the purpose of purchasing a new electrical transformer:**

City Manager Swingle explained that the Commission has seen this before. This is the second opportunity with the loan that we had with NMFA. As you recall this was caught up between NMFA and USDA on basically who has subservient on the loan revenues should the city go bankrupt, or have cash flow issues. They finally resolved that. It is a 10-year loan for \$1,320,907, with an interest rate of 2.003808%.

Mayor Forrister opened the public hearing.

Proponents:

None.

Opponents:

None.

Mayor Forrister closed the public hearing.

Commissioner Fahl moved to approve adoption of Final Adoption of Ordinance No. 734 to amend Ordinance No. 723 that was adopted on January 12, 2022 for the authorization of the execution and delivery of loan No. PPRF-5652, between the City of Truth or Consequences and the New Mexico Finance Authority for the purpose of purchasing a new electrical transformer. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

H. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 01 22/23 Open Meetings Act and reasonable notice of meetings:**

City Clerk Torres explained that this is our annual Open Meetings Act Resolution. This resolution is generally adopted as the first resolution of each fiscal year, at the first meeting in July. This resolution is in conjunction with the State's Open Meeting Act Laws, and it covers the requirements for Regular Meetings, Special Meetings, and Emergency Meetings.

Mayor Pro-Tem Hechler moved to approve Resolution No. 01 22/23 for the Open Meetings Act and reasonable notice of meetings. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 02 22/23 Infrastructure Capital Improvement (ICIP) Plan:

Traci Alvarez, Assistant City Manager explained that a public hearing was held on June 22, 2022, and our draft ICIP was presented at that time. You were also provided lists from our various departments on their Capital Improvement list. We are now presenting our draft ICIP Plan. It isn't in order. It just shows recommendations by staff. The Commission can review, make any changes to the order, and add or delete any projects that are on the list. The top projects that staff are recommending are the Marie Street Improvements, the Animal Shelter Kennel Building, a Street Department 4000 Gallon Water Truck, Soccer Field Improvements, and the Clancy Force Main Improvements. There are some projects in there that don't have an ID number. Those are the new projects that were listed by some of our departments for this year and added in. She color coded them so they have projects listed by rank for 2024, 2025, 2026, 2027, and 2028. One of the Commissioners requested at the public hearing that we have a bridge crossing listed somewhere on the ICIP, so she listed both a vehicular, and a foot bridge, because there was no specification on which type of bridge they wanted.

City Manager Swingle also explained that they don't have a cost for the foot bridge at this point. They did have some information on the vehicular bridge that the engineers did when they did the last study on that plan.

Discussion ensued regarding which top items should be chosen.

Mayor Pro-Tem Hechler moved to approve Resolution No. 02 22/23 for the Infrastructure Capital Improvement (ICIP) Plan with the top 5 items of #1. Marie Street Improvements, #2. Animal Shelter Kennel Building, #3. Street Department 4000 Gal. Water Truck, #4. Soccer Field Improvements, #5. Clancy Force Main Improvements, and to also add the vehicular bridge crossing and footbridge crossing to the 2028 ICIP, and pre-approve the footbridge crossing totals as soon as the information is available from Commissioner Fahl. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 03 22/23 to amend Animal Shelter Fees:

Traci Alvarez, Assistant City Manager explained that Resolution No. 47 21/22 was approved for fees at the Animal Shelter. Since then, we realized that we didn't have

anything on there to include small animals and goats. Our cat and dog adoption fees seemed too high, especially for the small animals, so we are amending the resolution to include those adoption fees.

Mayor Pro-Tem Hechler moved to approve Resolution No. 03 22/23 to amend the Animal Shelter Fees. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Resolution No. 04 22/23 South Central Council of Governments Annual Dues:

City Manager Swingle explained that this is an annual item for our participation with the South Central Council of Governments (SCCOG) for membership. The cost is \$2,187 to be a part of the SCCOG and have access to their services. In the Resolution we are assigning Mayor Forrister to remain as the member, and Commissioner Mitchell to remain as the alternate unless you wish to assign new members and then a revision can be made to the Resolution.

Mayor Pro-Tem Hechler moved to approve Resolution No. 04 22/23 South Central Council of Governments Annual Dues with Mayor Forrister as the member and Commissioner Mitchell as the alternate. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Publication of Ordinance No. 731 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Sections 11-10-4 and 11-10-5 and adding Section 11-10-6 to the Planning & Zoning Code Pertaining to Storage Units/Shipping Containers:

Traci Alvarez, Assistant City Manager Staff explained that this is the second time this ordinance has been brought forward. The Commission had some recommended changes and concerns, so they included a section pertaining to shipping containers by right in the commercial district, except for in the downtown historic district. Those would have to go in front of the Planning & Zoning Board and the City Commission for a Special Use Permit. In the residential areas, shipping containers can potentially be allowed. They would also have to go in front of the Planning & Zoning Board, and the City Commission for a Special Use Permit. The use of shipping containers for a dwelling or business would have to be done by a conditional use permit.

Commissioner Fahl moved to approve Publication of Ordinance No. 731 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Sections 11-10-4 and 11-10-5 and adding Section 11-10-6 to the Planning & Zoning Code Pertaining to Storage Units/Shipping Containers.

Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Publication of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program:

City Manager Swingle explained that this is an ordinance that the Public Utility Advisory Board worked on for quite a while. They approved it several months ago. We were really slow in bringing it to the Commission because we wanted to work out our billing issues with Solar. We still have not worked out those issues. However, we need to respect the Public Utility Advisory Board's request, and get this ordinance before the Commission. We also have an issue because the New Mexico State Veterans Home is planning to put in Solar in their new development. One of the Governors initiatives is to put as much renewable energy as possible on the new buildings at the NSVH. Our current ordinance requires a 90% maximum capacity of solar, based on 12 months of billing. That is illegal. The state law doesn't allow for that, so we have not been imposing it. However, it is still listed that way in the ordinance, and the state would like us to get this cleaned up for their comfort on the work on the Veterans Home. The main changes to the ordinance is removing the 90% maximum capacity of solar based on 12 months of billing. It changes the amount of money that gets credited to the solar user should they have credits. We are currently paying around \$.14 per KWH, and this goes to what the average is over a given year. It also deletes the fees in service costs that are in the ordinance which should be done by resolution so when numbers increase or decrease, you're not having to go through the whole ordinance process to make those changes.

Public Utility Advisory Board Chairman Szigeti explained how they came up with the amendments to the Customer Generated Renewable Energy Program ordinance.

Mayor Pro-Tem Hechler had concerns regarding item C on the proposed ordinance. He also had a concern with the 90% constraint to current solar users. Many were told to build at 90%, but now we are going to also reduce the payback you are going to get on top of limiting them to the 90% which he feels is punishing them unnecessarily. The people who already have the solar systems installed should be grandfathered in because they were forced to build under the 90% capacity. He is a solar user, and he has never made money on his solar. He has never come out at the end of the year ahead, but now you're telling him that he's going to have to pay more money for the system he has now. There are more people like him out there, and he doesn't feel like that is fair. He feels that some grandfather clauses should be included into the ordinance. He is willing to propose at the end of the year to go back to see if the credits aren't used, then they can have the 2%.

Public Utility Advisory Board Chairman Szigeti stated that the actual number will probably be somewhere around \$.06 per KWH. Sierra Electric Coop does 2%. We are proposing 6%.

City Manager Swingle stated that one of the most important things we have to do is look at the revenues for the Electric Department, and how it will affect them, and look at the carnage that it will be causing the Utility Billing Department. Every part of the solar billing is done manually.

Mayor Pro-Tem Hechler made a motion to table item H6, Publication of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program until the next time City Manager Swingle can put it on the agenda. Commission Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Publication of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project:

City Manager Swingle explained that this ordinance is a requirement as part of the LEDA project that the Brewery entered into a number of years ago. They received approximately \$125,000 from State LEDA funds to open their Brewery and to provide jobs. They met all of the benchmarks that were established by the State Economic Development Department. In accordance with the project participation agreement and the intergovernmental agreement we need to rescind the ordinance. So staff's recommendation is to approve publication of this ordinance so we can take this project off the books.

Commissioner Fahl moved to approve Publication of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

Item I10 was moved before item I1.

Mayor Pro-Tem Hechler made a motion to move item I10 and item I11 before item I1. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion: Interview of applicants for the Planning & Zoning Commission:

City Clerk Torres explained at the last meeting we interviewed 3 of our 5 applicants for the open positions on the Planning & Zoning Commission. Esther Luchini and Robert Carey were not able to make that meeting. We have Esther Luchini here to do her interview, and Robert Carey was unfortunately not able to make it today, so we will only

have the one interview today and then the next item is to appoint members to fill the four vacancies on the board.

The City Commission interviewed Esther Luchini for the position of an appointed board member to serve on the Planning & Zoning Commission.

11. Discussion/Action: Selection of board members to fill the vacancies on the Planning & Zoning Commission:

City Clerk Torres explained that our Planning & Zoning Board is a 5-member board, and we currently only have one member left on the board. Therefore, we need 4 new members to fill all of the vacancies. We originally had 5 members apply for the position, Rick Dumiak, Susan Buhler, Eduardo Alicea, Esther Luchini, and Robert Carey. However, Rick Dumiak submitted a letter stating that he is rescinding his application to serve on the board. With that being said, I ask that the Commission choose members to fill the vacancies on the Planning & Zoning Board. If selected, two members shall serve for one year, and two shall serve for two years so that there will be overlapping tenures of office. Each term shall expire on June 30, however, any member of the Board shall continue to hold his office until his successor is appointed and qualified. The Code states that 3 members shall serve for two years. Chris Sisney is currently our only member on the board and he is appointed for a two-year term.

Commissioner Mitchell explained that Robert Carey could not make it to today's meeting because he does tours on the Armendariz Ranch during the week, but he is still interested in serving as a member on the board.

Mayor Pro-Tem Hechler made a motion to appoint Susan Buhler and Esther Luchini to serve a two-year term, on the Planning & Zoning Commission. Mayor Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Commissioner Mitchell made a motion to appoint Eduardo Alicea and Robert Carey to serve a one-year term, on the Planning & Zoning Commission. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

1. Discussion/Action: Notice of Termination Truth or Consequences Brewing Company Local Economic Development Project:

City Manager Swingle explained that this is the second component that is required from the state for all of the ordinances and agreements that have been made for this project. The termination notice will terminate the project participation agreement, and it will terminate the intergovernmental agreement between us and the Brewery. It will release

the Brewery's security that they have while they completed their project and met all of the bench marks established by the State Economic Development, He would like to amend the date in the Notice of Termination to reflect July 13, 2022. With this and the ordinance that will hopefully be adopted, will end any involvement the city and the Brewery has in our partnership. He feels that John Masterson and Marianne Blaue have done a phenomenal job with the Brewery, and he thinks that everyone agrees how important the Brewery is to Truth or Consequences and the downtown area. The sky is the limit with their leadership and business savvy.

Commissioner Fahl moved to approve the Notice of Termination Truth or Consequences Brewing Company Local Economic Development Project effective July 13, 2022. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Approval of the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C:

City Manager Swingle explained that this is a Memorandum of Understanding that we do every two years, and have done for several years. It is a partnership with the MainStreet of New Mexico, the Truth or Consequences MainStreet, and the City of Truth or Consequences. The Memorandum of Understanding specifies the requirements of all three entities. We provide them with \$45,000 worth of funding per year as a part of this agreement. The \$45,000 can be brought down to as low as \$35,000. We have historically provided them with \$45,000 worth of funding. Staff recommends approval of this Memorandum of Understanding.

Commissioner Fahl moved to approve the Biennial Memorandum of Understanding (MOU) between MainStreet and the City of T or C. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

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

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

4. Discussion/Action: Accept and Approve Bridge Loan Funding Offer from Bank of the Southwest:

Traci Alvarez, Assistant City Manager explained that this is for a loan for our Water System Improvements Phase 1 project. We are seeking pre-development financing in an amount not to exceed \$750,000 to pay for costs incurred for all pre-development activities. Bank of the Southwest has provided a draft letter of Commitment for pre-development financing. The updates letter has been provided today with the final numbers and the same interest rate. Once we expend through pre-development we would go back out to the Bank of the Southwest for the entire loan amount of \$4,811,000 that will pay off the pre-development and put us into interim financing which will remain in effect until the project is completed and then USDA would come in and pay off Bank of the Southwest, including the interest payments, and we will then only have our loan through USDA. We are requesting to approve the Bridge Loan Funding Offer from Bank of the Southwest, and to approve the City Manager to proceed with the signing of the documents.

Commissioner Fahl moved to accept and approve the Bridge Loan Funding Offer from Bank of the Southwest and to approve the City Manager to sign any appropriate documents. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approve Roadway Hazard Identification Beacon Maintenance Agreement between the City of T or C and NMDOT:

Traci Alvarez, Assistant City Manager explained that this is a Roadway Hazard Identification Beacon Maintenance Agreement between the City of Truth or Consequences and NMDOT to have 8 Flashing Crosswalk Beacons installed at the Double lane Roundabouts at Smith Road and New School Road. Once installed, the city will be responsible for all maintenance/repairs/replacements of Beacons as needed.

City Manager Swingle also explained that he is not happy about this agreement, but it is a federal requirement. When the city agreed to the Roundabout project and signed all of the agreements over 2 years ago, we committed to this, and there is no way out of it.

Mayor Pro-Tem Hechler moved to approve the Roadway Hazard Identification Beacon Maintenance Agreement between the City of T or C and NMDOT. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Award Recommendation for RFP #21-22-009 Engineering Services for the T or C Airport Improvements:

Traci Alvarez, Assistant City Manager explained that the RFP #21-22-009 for Engineering Services for the T or C Airport Improvements was advertised for two consecutive weeks and posted on the city's website, and a pre-proposal meeting was held on June 3, 2022 at the Airport. Proposals were due on June 16, 2022 at 2:00 p.m. and evaluations were performed on July 6, 2022. There were no oral presentations held. The Evaluation Committee's Recommendation for the Award is Delta Airport Consultants, Inc.

Commissioner Fahl moved to award the recommendation of Delta Airport Consultants, Inc for RFP #21-22-009, for Engineering Services for T or C Airport Improvements. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Review and Approval of the Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for an Internet Crimes Against Children Taskforce:

Victor Rodriguez, Chief of Police explained that this is for a Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for an Internet Crimes Against Children Taskforce.

Mayor Pro-Tem Hechler moved to approve the Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for an Internet Crimes Against Children Taskforce. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Review and Approval of the Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for a Human Trafficking Taskforce:

Victor Rodriguez, Chief of Police explained that this is for a Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for a Human Trafficking Taskforce.

Commissioner Fahl moved to approve the Memorandum of Understanding (MOU) between the Truth or Consequences Police Department and the NM Attorney General's Office for a Human Trafficking Taskforce. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Selection of appointees to serve on the Magistrate Court Designation Committee:

City Manager Swingle explained on June 22, 2022 the Commission adopted a Resolution to designate the Sierra County Magistrate Court as the court having jurisdiction over the City of Truth or Consequences Code of Municipal Ordinances. Within 15 days from the adoption of the resolution the governing body of the municipality shall create a municipal ordinance jurisdiction advisory committee. The committee shall be composed of the following members: (1) the Mayor (2) A member of the Governing Body (3) A municipal Judge (4) The Chief of Police (5) 3 members of the public, each selected by the Mayor, the Governing Body, and the Municipal Judge.

The appointed Magistrate Court Designation Committee consists of the following members: Victor Rodriguez, **Chief of Police**, Amanda Forrister, **Mayor**, Beatrice Sanders, **Municipal Judge**, Klarene Rich, **member of the public appointed by the Municipal Judge**, and Mayor Pro-Tem Rolf Hechler, City Manager Swingle, and Frances Luna **to serve as the 3 additional members of the public appointed by the Governing Body**.

Mayor Forrister made a motion to nominate Mayor Pro-Tem Rolf Hechler to serve as a member on the committee (A member of the Governing Body). Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister made a motion to nominate City Manager Swingle to serve as a member on the committee (member of the public). Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Hechler made a motion to nominate former Commissioner Frances Luna to serve as a member on the committee (member of the public). Mayor Forrister seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Forrister made a motion to accept Judge Sander's nomination to have Klarene Rich to serve as a member on the committee (member of the public). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion: Interview of applicants for the Planning & Zoning Commission:

Item was moved before item 11.

11. Discussion/Action: Selection of board members to fill the vacancies on the Planning & Zoning Commission:

Item was moved after item 12.

12. Discussion/Action: Consideration of the re-appointment of Mark Shipley to the Airport Advisory Board:

City Clerk Torres explained that Mark Shipley is a current member on the Airport Advisory Board. His term expired in June 2022. On July 5, 2022, the Airport Advisory Board recommended the re-appointment Mr. Shipley to serve another 2-year term on the board.

Commissioner Fahl made a motion to re-appointment of Mark Shipley to serve another two-year term on the Airport Advisory Board. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

13. Discussion/Action: Consideration of the re-appointment of Larry Mullenax to the Airport Advisory Board:

City Clerk Torres explained that Larry Mullenax is a current member on the Airport Advisory Board. His term expired in June 2022. On July 5, 2022, the Airport Advisory Board recommended the re-appointment Mr. Mullenax to serve another 2-year term on the board.

Mayor Pro-Tem Hechler made a motion to re-appointment of Larry Mullenax to serve another two-year term on the Airport Advisory Board. Commissioner Harrelson seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. EXECUTIVE SESSION:

- 1. Threatened & Pending Litigation (Chuck VanGelder vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (Ron Hoskin vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7).**

Mayor Pro-Tem Hechler made a motion to go into executive session at 11:32 a.m. to discuss Threatened & Pending Litigation (Chuck VanGelder vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Ron Hoskin vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7). Commissioner Harrelson seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.

CITY COMMISSION JULY 13, 2022 REGULAR MEETING MINUTES

Mayor Forrister reconvened the meeting in open session at 12:20 p.m.

Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (Chuck VanGelder vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7) and Threatened & Pending Litigation (Ron Hoskin vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7) was discussed in Executive Session.

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

- 1. Threatened & Pending Litigation (Chuck VanGelder vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7).**
- 2. Threatened & Pending Litigation (Ron Hoskin vs. the City of Truth or Consequences) pursuant to 10-15-1(H.7).**

No action was taken.

L. ADJOURNMENT:

Mayor Forrister adjourned the meeting at 12:21 p.m.

Passed and Approved this 27th day of July, 2022.

Rolf Hechler, Mayor Pro-Tem

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: F.2

SUBJECT: City Commission Regular Minutes, July 27, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: August 5, 2022
SUBMITTED BY: Angela A. Torres, Clerk-Treasurer
WHO WILL PRESENT THE ITEM: Consent Calendar

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 8-10-2022

**CITY COMMISSION MEETING MINUTES
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, JULY 27, 2022**

A. CALL TO ORDER:

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

B. INTRODUCTION:

1. ROLL CALL:

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

Hon. Amanda Forrister, Mayor ABSENT
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

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

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

2. SILENT MEDITATION:

Mayor Pro-Tem Hechler called for fifteen seconds of silent meditation. He asked that everyone keep Ray Hodges in their thoughts as he lost his home in a recent fire.

3. PLEDGE OF ALLEGIANCE:

Mayor Pro-Tem Hechler called for Commissioner Mitchell to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

D. PUBLIC COMMENT (3 Minute Rule Applies):

Ron Pacourek addressed the Commission with comments related to the Public Utility Advisory Board's vote regarding the renewable energy ordinance. He feels that the (Complete copy attached hereto and made a part hereof).

City Manager Swingle responded to Mr. Pacourek by saying that he can't do this. Mr. Pacourek, you sit on the Public Utility Advisory Board and you all deliberated and voted, and you didn't get what you wanted out of it, but the majority vote prevailed. You can't undermine that board's responsibility and authority, and if you do that you should really resign from that board and then come and speak to the Commission, but you can't participate in the deliberation with that board, and then come and undermine what they've done. You just can't do that. It is highly irregular to do something like that. If one of the Commissioners don't agree with the majority of the Commission, that verbiage prevails, and that decision prevails. You can't go and undermine the other Commissioners. That's what is going on here and it is very unfortunate, and you just can't do that. It's not appropriate.

John Dougherty addressed the Commission with comments related to:

- (1) He has some issues regarding the technical aspects of the proposed Dollar General store that is being built across the street from the New Mexico Veterans Home. He provided a drawing of the proposed store. (Complete copy attached hereto and made a part hereof). He does not see any evidence of the project being reviewed by a geotechnical professional with experience with local conditions here. There are no provisions in the plan for specific run off or erosion controls necessary for the soils and climate experienced in southern New Mexico.

E. REPORTS:

City Manager Swingle reported the following:

- Staff is doing a fantastic job. They are so shortanded. We have around 20 vacancies within the organization. Everyone is carrying their share of water and a lot more to make sure that the work that needs to be done is getting done so kudos to all of the staff. The Police Department is down 3 officers. The Chief has been in a highly motivated recruiting mode to try and recruit officers, but that is consistent with the rest of the city and other employers. There are not a whole lot of candidates that are applying.
- We are still trying to solicit board members for our Airport Advisory Board, Golf Course Advisory Board, Lodgers Tax Advisory Board, Impact Fee Advisory Board, and we filled the vacancies on the Planning & Zoning Board and we are getting those meetings set up very soon.
- National Night Out is on August 2nd from 5:00 p.m. to 8:00 p.m. at the Albert Lyon Event Center. The National Night Out is a night where millions of neighbors take part across the country and it is intended to build community and Law

Good morning.....Ron Pacourek T or C 575-740-4747

First let me say that a smart man once told me that an idea is not a good idea until it become there idea.

Refer renewable energy Ordinance 735 the PUAB had little to no input to this ordinance other than the chair said there is no other way of doing it but what was written and send it 735 back to the city commissioners The commissioners are the final say and can change what ever deems necessary.

735 is was not an easy Ordinance.

I did ask if there was a cost analysis done of the utility office and account/financial departments went they convert the 14cents to 5cent and mail out checks to the customer who have credit ?

Refer Water Rate Ordinance 712 ; today's inflation is a snafu, today the CPI is 9.1, because of our federal government who is ruining OUR country. I have given you a copy of the Consumer Price index. From Dec 2017-to Feb 2021 the CPI ranged was .1 to 2.5 . the city utility's were fine with a 5% increase during that time. I thought if there was a lower and upper range of this ordinance 712 of 2 to 5 to off set any snafu. Any CPI between 2 and 5 should be used. I had brought this up at the PUAB meeting but to no avail. The other utility a set a 5% which compounds ever year so if you use the CPI of 9.1 it will be there forever and then added on next year.

Buy the way the CPI is calculated many thing such as food, clothing, housing, household goods, medical, energy, etc. which some don't apply to utility's. There fore a 5% cap would be appropriate.

Thank you for letting me speak.

Enforcement relations, but it is really an opportunity for governments, non-profits and neighborhoods to get together and develop relationships. He encourages everyone from the community to go out and participate in National Night Out.

- He reminded the community of the water leaks that we are having in the water infrastructure. We continue to have a lot of leaks a week. This problem developed over many decades. We are putting millions and millions of dollars in investment into our infrastructure, but the study that we had most recently is a little over \$102 million dollars, but with today's dollars we are probably looking at \$150 million dollars that we have to invest in that. We are not going to be able to do that in the short term. This is certainly going to be a long marathon that we will be investing in to improve it, but we need everyone's patience and understanding in the meantime.
- The Commission was informed that we had a property on Wyona Street that we were trying to get a lot of personal items off of the easement and city right of way. We hired Bar 2 to go out and clear that out. That was accomplished on the 20th. The individual is back to putting property out there again and we are reviewing options at this time to deal with that issue. There are a lot of issues involved here that we need to take into consideration.
- Two of the Commissioners attended the Virgin Galactic Tour. It was an excellent tour and interaction. It was a great opportunity for all of the local governments.

City Attorney Rubin had no reports

City Commission Reports:

Commissioner Harrelson had no reports.

Commissioner Mitchell reported the following:

- She attended the Virgin Galactic Tour and had a wonderful time. She was blown away and she felt like she was literally on a rocket ship during the simulation and she was holding on to the edge of it, and believing she was in space and it was awesome. She lived here her whole life and she was always skeptical of Spaceport because she just never saw it in action and she was thoroughly impressed with the Management and staff. As well as the development of the Spaceport Visitor Center. The tour itself was also really out of this world, and she is now a big supporter of their endeavors and hospitality.
- She had some parents approach her about soccer. We will discuss that later on.
- They did one week of free-swimming lessons at the swimming pool for the swim team lessons and they have gone pretty well and then they get rained out every other day, but that is just southern New Mexico. She was at the pool yesterday for another swim lesson graduation party and she got a lot of compliments from the public on the lifeguards and the city staff at the pool. There were a couple of complaints of not having a handicap rail, but overall, they were very impressed with Ashley and her staff. It's really comforting to hear that.

Commissioner Fahl reported the following:

- She had never attended the Virgin Galactic Tour before so being able to go there was very exciting.

Mayor Pro-Tem Hechler reported the following:

- He wasn't able to attend the Virgin Galactic Tour but he will make the tour in the near future. Virgin Galactic gave us a large monetary sum to help with the Fiesta Event so he appreciates them and he looks forward to that relationship in the future.
- He was injured a couple of weeks ago. He tore the anterior ligament off of his right knee and as he was falling he caught himself with his left elbow and he tore his biceps off of his left tendon. Not being able to function from both sides is sort of interesting so please bear with him today.

F. CONSENT CALENDAR:

1. **City Commission Regular Minutes, July 13, 2022**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, June 21, 2022**
3. **Acknowledge Regular Airport Advisory Board Minutes, April 5, 2022**
4. **June 2022 Accounts Payable**

Commissioner Fahl moved to approve the Consent Calendar as submitted. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

G. PUBLIC HEARINGS:

1. **Public Hearing/Discussion/Action: Request for a Variance at 507 Corona Street. Applicant is requesting a variance from required setback standards for the district:**

City Clerk Torres swore in Assistant City Manager Traci Alvarez.

Assistant City Manager Alvarez explained that this public hearing would normally be held at a Planning & Zoning Commission meeting with the recommendation being presented to our Commission. However, at the time the application was submitted our Planning & Zoning Board lacked enough members for a quorum. Therefore, the Commission will hear the public hearing and also make their decision. The applicant resides at 507 Corona Street and he is requesting a variance from the setback requirements of the standards for the district. The property is located in the R-3 District and requires a 20ft setback from the property line to dwelling unit. The applicant would like to build a bathroom extension and addition on the front of his house only leaving a 10ft setback from the property line. Per our Municipal Code 11-5-5 a variance may be authorized by the City Commission to provide relief from the strict application of the setback requirements. The setback was submitted. All fees were paid, and the property is up to date on taxes. All property owners within a 300 ft. radius received certified letters notifying them of the public hearing. Included in your packet is a property map. A

CITY COMMISSION JULY 27, 2022 REGULAR MEETING MINUTES

scope of work drawing showing the work to be done if approved. The public hearing notice and some Municipal Code references that show the setbacks as well as the standards and description of that district. The Commission was also provided with a findings of facts checklist. Per section 11-2-2 of the code, the Commission should review the findings of facts and base their decision on each factor making its determination. The applicant is requesting to add on a bathroom to the front of their house. And instead of giving a 20 ft. setback it will only give a 10ft. setback to their property line. It will give 25 ft. from the addition to the street so there is still plenty of room.

Mayor Pro-Tem Hechler opened the public hearing.

City Clerk Torres swore in Assistant City Manager Traci Alvarez John Dougherty.

Proponents:

John Dougherty: As a neighbor it is critical that they as property owners be allowed to invest and improve in their properties for the benefit of all. He realizes these things such as setbacks and limits to our properties are 40 years old now. He thanked everyone for listening to him, and he encourages this work.

Opponents:

There were no opponents.

Mayor Pro-Tem Hechler closed the public hearing.

Mayor Pro-Tem Hechler asked if Ms. Alvarez received any feedback from any of the neighbors who received certified letters of the public hearing.

Assistant City Manager Alvarez stated that everyone signed off that they received their letters, and she did not receive any comments.

Commissioner Mitchell made a motion to approve Request for a Variance at 507 Corona Street. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.

H. ORDINANCES/RESOLUTIONS/ZONING:

1. Discussion/Action: Resolution No. 05 22/23 to accept the final 2022-23 Budget:

Carol Kirkpatrick, Finance Director reviewed the final 2022-23 Budget provided in the packet.

Commissioner Fahl moved to approve Resolution No. 05 22/23 to accept the final 2022-23 Budget. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Resolution No. 06 22/23 approval of final 2021-22 Budget Adjustments:

Carol Kirkpatrick, Finance Director reviewed the final 2021-22 Budget Adjustments provided in the packet.

Commissioner Mitchell moved to approve Resolution No. 06 22/23 approval of final 2021-22 Budget Adjustments. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Resolution No. 07 22/23 approval of 4th Quarter Report:

Carol Kirkpatrick, Finance Director 4th Quarter Reports provided in the packet.

Commissioner Fahl moved to approve Resolution No. 07 22/23 approval of 4th Quarter Report. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

I. NEW BUSINESS:

1. Discussion/Action: Request to phase fees at the Louis Armijo Sports Complex for youth sports:

Scott Stratton and Christy LaFont, Sierra County Youth Soccer Association presented their request to reduce and delay the implementation of the park rental fee increase. (Complete copy attached hereto and made a part hereof).

Commissioner Mitchell proposed that the fees for the teams be based on a percentage of the enrolment.

Commissioner Fahl asked if the Recreation Advisory Board had any input on the implementation of the park fees. She thought that was the purpose of the board. She knows that we need to increase revenues, but she doesn't think that we should be making money off of this. We should just recoup our costs. She feels that we just sprung this on the Sierra County Youth Soccer Association so we should wave the fees for this year.

Mayor Pro-Tem Hechler agreed that we shouldn't be making money off of this, but there should be some type of fee. The youth activities are very important, but we should recoup some of the costs because we have to maintain the grass, we have to water, clean the bathrooms, and pick up the garbage so this may need to be revisited. He asked City Manager Swingle if this is something the Recreation Advisory Board needs to look at for us to give us a recommendation or would you recommend that we tackle this ourselves to come up with a different fee structure.

City Manager Swingle responded by saying that he thinks OJ and Angela did a lot of the leg work on this as far as finding out what other cities and facilities charge around the state and that is where the numbers came from. He doesn't know if the Recreation Advisory Board would be in a position to do all of that leg work on their own. He thinks what is probably most striking about the situation this year is the timing and the lack of preparation that the soccer league had. They were not aware of what the numbers were going to come out. It was a surprise to him that we had not charged them in the past. This is going back to the ant donation issue. Most importantly to him since he was here last year, this was a fee that was require last year and it was not imposed so if you have a fix, the fix should probable be for this season. He doesn't want anyone to think that this is an effort to generate revenue. This is was first and foremost was an effort to correct the anti-donation issue and the revenue is part of that.

Commissioner Mitchell table this item until city staff can report back to us with other information. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

2. Discussion/Action: Request to appoint Jamie Sweeney as a Deputy of the Truth or Consequences Fire Department for fire inspections:

City Manager Swingle explained that Fire Chief Tooley would like to appoint Jamie Sweeney as a Deputy of the Truth or Consequences Fire Department for fire inspections. He has that authority under Section 5-73 "*Appointment of Deputy Inspectors that report to the Fire Chief*" to appoint employees of the Fire Department as required to make inspections provided.

Commissioner Mitchell moved to approve the Request to appoint Jamie Sweeney as a Deputy of the Truth or Consequences Fire Department for fire inspections. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.



To the City of Truth or Consequences:

The Board of Sierra County Youth Soccer Association we would like to express our dissatisfaction with the recently approved parks and recreation policies enacted by the city. As a volunteer led and run youth sports league we have never paid fees nor been told to pay fees for use of the city fields. When we went to reserve the fields for our upcoming season we were told we could not until July 1 when a new fee structure would be in place. When asked what fees would be they said they did not know, and would not know, until the end of June. Our registration opened on May 14 and ended July 1, during which time we collected \$30 per player, of which \$23 goes to NMYSA for insurance purposes, leaving our league with \$7 per player for equipment and jerseys. With our wonderful team sponsors this is usually sufficient to start our season, so you can imagine our shock and dismay when, after July 1, we went to reserve the fields and were told we would not only have to pay for the fields but pay \$100 per team which for our record-breaking season of 144 players amounts to almost \$2000. As a small-sided soccer league our teams remain small to accommodate teaching skills and allowing playtime, meaning that our teams are usually 5 to 9 players per team.


Starting these fees now, after all the expense and energy the league spent to create dedicated soccer fields 3 years ago, only to have the city insufficiently maintain them so that we are once again sharing fields with baseball and softball is also unacceptable. Asking for such a steep fee only days after enacting a policy we were not given proper notice of creates financial hardship for the league and it's improper in the extreme. If the city would like to change fees for publicly funded fields for our youth programs, then that is their prerogative, but proper notice should be given to any and all entities regularly using the fields, and this was not provided. Please recognize that an increase of almost \$15 per player in our town will put youth soccer out of reach for many of our families, and what is the point of having fields and facilities if people in this town cannot use them? For reference, our neighboring town of Socorro, similar in size and economic make-up, does not charge their youth leagues for use of their fields. If this cannot be the case for us, we would request that the city implement a stepped approach to this fee starting with 25% or even 50% for this first year, so we can be better prepared for next season.

We would further like to voice our displeasure of being told by the city that we must immediately remove our equipment shed which was bought by and is insured by the league. Not only are we being given no notice on a change of shed policy, one that has been in place for over eight years, but are being asked to place all of our equipment (again purchased and up kept by the league) into a city building that, if we understand correctly, will be shared with all of the other leagues of the city and everyone will receive a key. Not only do I have no doubt the city will soon start charging fees for "use of the holding facility", but not having control over who does or does not have access to our equipment makes it uninsurable, this is unacceptable to us as a league and we would like to protest this policy's implementation.

Overall, we can understand that the City of T or C is in a dire financial situation and is scrapping up pennies where they can be found, but the youth of our area need constructive and positive things to do while not in school. We, as a league, strive to bring that to as many of our area's children as possible, and we have countless volunteer hours dedicating to making this a reality. It is proven that youth sports help develop life skills, encourage team thinking, and builds better physical and mental health in childhood players. Please remember that the future

of tomorrow requires an investment today. Do not add to the burden of our volunteers and sponsors, all tax-paying citizens, to pay the city again for the use of tax-built facilities for our town's children.

Thank you for your consideration,


Julia Kamunson
Vanessa Agui

Board of SCYSA

Rachelle Barragan



3. Discussion/Update: Discussion of amending Section 14-38 of the City of Truth or Consequences Municipal Code of Ordinances pertaining to water rates:

City Manager Swingle explained that the current ordinance states that there shall be an annual increase equivalent to the Consumer Price Index in all of the above rates which are all of the fees that are incorporated into the ordinance. It commenced on July 1, 2021 and then basically every year after. The Consumer Price Index last year was 5.4%. This year it is 9.1% and that is for the fiscal year. There are food, energy, housing, and a million different Consumer Price Indexes. This is the overall CPI rate. This is a really high number, and before we pull the trigger on this, and impose that increase on our rate payers, he thought that the Commission may want to discuss it first. We took this to the Public Utility Advisory Board at their last meeting and there was a lot of discussion, and untimely they decided that they didn't want to change it. We just did the RFP for the MSD project, and that project came out 67% higher than what the engineer estimated. We sent that out for a second bid and the numbers were a little better, but not significantly. Still at \$2.5 million over what we have to work with. Right now base service is \$16.34. That would go up \$1.49 which would be \$17.83, and as you increase the usage the normal use of 0 to 2,000 gallons would go up \$.70. 2,000 to 7,000 gallons would go up \$3.12. 7000 to 15,000 gallons would go up \$3.58. The biggest increase would be the base rate going up \$1.49.

Mayor Pro-Tem Hechler stated that the base rate includes 2000 gallons of water. When he was a Commissioner before, they did that so that the community would be very conservative with their water and not experience too much of an increase. He has seen the Consumer Price Index at different percentages. This year is an anomaly at 9.1% but that is still only \$18.00 a year which comes out to \$1.50 a month unless you use a large amount of water. If you compare that to what the city's experience is, and their increases are a lot more than 9.1%. He thinks that the city has to survive and we need to take care of the city too so we should let it ride a little bit longer and hopefully the Consumer Price Index will go down next year.

City Manager Swingle added that any change the city makes to our rates has to be ran through USDA because their loans are based on us having this ordinance in place for their loans that are out there.

Commissioner Fahl stated when you look at the numbers it doesn't seem so alarming so she is okay with it.

City Manager Swingle stated that he will direct the Utility Office to make the change with the August billing cycles.

4. Discussion/Action: Approval of the City of Truth or Consequences Classification and Pay Plan Policy:

City Manager Swingle reviewed the City of Truth or Consequences Classification and Pay Plan Policy. (Complete copy attached hereto and made a part hereof).

Commissioner Fahl moved to approve the City of Truth or Consequences Classification and Pay Plan Policy. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

Carol Kirkpatrick, Finance Director reviewed the Purchase Requisitions over \$20,000 that was provided in the packet.

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

6. Discussion/Action: Approval of Chief of Police Contract:

City Manager Swingle explained that this is the renewal of the employment contract for the Chief of Police contract. The Chief has completed his one year with the city and we would like to renew his contract. His contract is eligible to be renewed up to 3 years so we would like to renew it for another year. The only change would be his salary based on the salary rate study. He had an increase of a couple thousand dollars for his position so what we negotiated was not that far off from what the salary study recommended. He is doing an outstanding job for the city and the community. He doesn't think that you've had a Chief of Police who has worked any harder than the Chief you have now.

Commissioner Fahl moved to approve the Chief of Police Contract. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

7. Discussion/Action: Approval of the Municipal Golf Course Tenant Lease Agreement:

City Manager Swingle explained that this is an annual lease agreement for the residence building located at the Truth or Consequences, Municipal Golf Course between the City of Truth or Consequences and the Chief of Police Victor Rodriguez. We would like to renew this lease for another year. We estimated the fair market value

of that apartment to be around \$500 and that is probably high for what it is. The Chief is responsible for paying his utilities at the apartment and he provides security to the Golf Course.

Commissioner Mitchell moved to approve the Municipal Golf Course Tenant Lease Agreement. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Approval of Professional Services Agreement with 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc.:

City Manager Swingle explained that this is for the approval of the Professional Services Agreement with 1898 & Co, a division of Burns & McDonnell Engineering Company, Inc. to perform an electric rate study. The cost of the study is \$48,300. It is a very expensive endeavor. They will do a lot of data collection, and financial forecasting of what we are currently doing. We know now that we are in deficit. The revenue that they're generating is not keeping pace with the cost of the operations of the Electric Department. We haven't had a rate study done on the electric department in a substantial number of years so we really need to get a grip on our rates.

Commissioner Mitchell moved to approve the Professional Services Agreement with 1898 & Co., a division of Burns & McDonnell Engineering Company, Inc. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of Contract with Mike Torres for Integrated Technology Services:

Carol Kirkpatrick, Finance Director explained that this falls under a small purchase of professional services. We are hiring a local person, Mike Torres to take over our Integrated Technology Services contract. We are hoping to get some great service from him.

City Manager Swingle also explained that we went out for an RFP for Integrated Technology Services, and the companies that were responding would like to remotely address our IT issues, and you can do that to a point. However, the city has never developed an IT network within the city. We someone to create a system for us. This is going to be expensive and it will have to be pieced over a number of years to put this together. Our systems don't talk well, and some of our files are not saved other than on our hard drive on the desk top. The important things such as Finance and Utilities are through Tyler and it is in the clouds and very safe and secure. However, the rest of the system is very piece milled together and we have to develop that network. Mike Torres

is retired from the schools. He was their Integrated Technology director. He has a plethora of experience and knowledge in putting systems together as well as daily maintenance.

Commissioner Fahl moved to approve the Contract with Mike Torres for Integrated Technology Services. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

10. Discussion/Action: Approval of the Police Department Confidential Informant Policy:

Police Chief Rodriguez explained that this is the Police Department Confidential Informant Policy. It is for the way we will do business when we do any type of confidential Informant handling or use of their services. This has been used in law enforcement forever, and this just gives the Police department a clear understanding of how we would use these individuals as far as handling them, and what criteria the Confidential Informants and Officers have to follow. His department has a budget allocated for that.

Commissioner Mitchell moved to approve the Police Department Confidential Informant Policy. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Mayor Pro-Tem Hechler adjourned the meeting at 11:25 a.m.

Passed and Approved this 10th day of August, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
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 10, 2022; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Amanda Forrister, Mayor
Hon. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. PRESENTATIONS

1. Presentation of City of Truth or Consequences Employee Service Anniversary Awards. City Manager Swingle and Department Supervisors

D. PUBLIC COMMENT (3 Minute Rule Applies)

E. REPORTS

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

F. CONSENT CALENDAR

1. Amended City Commission Regular Minutes, July 13, 2022
2. City Commission Regular Minutes, July 27, 2022
3. July 2022 Accounts Payable

G. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 731 amending the City of Truth or Consequences Municipal Code of Ordinances, by amending Sections 11-10-4 and 11-10-5 and adding Section 11-10-6 to the Planning & Zoning Code Pertaining to Storage Units/Shipping Containers. Traci Alvarez, Assistant City Manager
2. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project. City Manager Swingle

H. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 08 22/23 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA). Crystal Walton, SJOA Executive Director
2. Discussion/Action: Publication of Ordinance No. 737 amending article V of our Municipal Code of Ordinances pertaining to Rental Spaces and Licensure. Victor Rodriguez, Chief of Police
3. Discussion/Action: Publication of Ordinance No. 738 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-53 regulating the use of BB or pellet guns. Victor Rodriguez, Chief of Police
4. Discussion/Action: Publication of Ordinance No. 739 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-149 of the code pertaining to closing of certain City Parks and Properties. Victor Rodriguez, Chief of Police

I. NEW BUSINESS

1. Discussion/Action: Review and approval of the Junior Bill Appropriation for the SJOA. Traci Alvarez, Assistant City Manager
2. Discussion/Action: Approval of the Chamber of Commerce Lodger's Tax Contract Extension Letter. City Manager Swingle
3. Discussion/Action: Review, Approve and/or Allocate Funds for MainStreet Truth or Consequences. Tammy Gardner, Executive Assistant
4. Discussion/Action: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway (GTSB). Tammy Gardner, Executive Assistant
5. Discussion/Action: Review, Approve and/or Allocate Funds for Veteran's Memorial Park and Museum. Tammy Gardner, Executive Assistant
6. Discussion/Action: Approval of Purchase Requisitions over \$20,000. City Manager Swingle
7. Discussion/Action: Approval of Professional Services Agreement with Delta Airport Consultants, Inc. for RFP #21-22-009 Engineering Services for T or C Airport Improvements. City Manager Swingle
8. Discussion/Action: Approval of award and contract for the Morgan Street Booster Pump. City Manager Swingle
9. Discussion/Action: Consideration of the appointment of Jessica McKenzie to the Lodgers Tax Advisory Board. Angela Torres, City Clerk

J. ADJOURNMENT

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

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

NEXT REGULAR CITY COMMISSION MEETING AUGUST 24, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: AUGUST 10, 2022

Agenda Item #: F.3

SUBJECT: July 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: August 1, 2022
SUBMITTED BY: Ruby Otero, Accounts Payable
WHO WILL PRESENT THE ITEM: Consent Calendar

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 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,062,305.04

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 8-10-2022

JULY 1-31-2022

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>				<u>Fund Numbers</u>	
		7/1/2022	7/15/2022	7/22/2022	7/29/2022	GRAND TOTAL TRANSFERS	
101	General	\$4,687.17	\$38,450.92	\$12,820.67	\$66,398.73	\$122,357.49	101
201	Local Government Corrections		\$297.00	\$2,640.00		\$2,937.00	201
209	State Fire		\$3,248.89	\$12,091.54	\$665.00	\$16,005.43	209
211	Law Enforcement Protection		\$190.18			\$190.18	211
214	Lodger's Tax		\$824.92			\$824.92	214
216	Street Renovation		\$4,659.16	\$993.56	\$1,484.99	\$7,137.71	216
217	Municipal Recreation					\$0.00	217
292	Federal Seizure Share					\$0.00	292
293	Veterans Wall Perpetual					\$0.00	293
294	State Library		\$99.95		\$182.47	\$282.42	294
295	Municipal Pool	\$600.00	\$8,209.60	\$5,504.18	\$1,678.94	\$15,992.72	295
296	PD-GRT Fund		\$3,463.79		\$2,690.03	\$6,153.82	296
298	PD-Donations					\$0.00	298
302	Electrical Construction					\$0.00	302
303	Veterans Memorial			\$149.52		\$149.52	303
304	SJOA - Grants					\$0.00	304
305	Capital Improvement General					\$0.00	305
306	Capitl Improvement Joint Utility					\$0.00	306
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
321	USDA Water System Improvements					\$0.00	321
360	NMFA PROJECTS		\$38,224.47			\$38,224.47	360
380	COMMUNITY DEVELOPMENT		\$6,439.68			\$6,439.68	380
403	Pledge State Tax	\$15,439.97	\$4,537.74			\$19,977.71	403
501	Cemetery		\$166.02			\$166.02	501
502	Utility Office		\$4,471.77	\$623.76	\$709.10	\$5,804.63	502
503	Electric Dept	\$600.00	\$618,140.36	\$9,014.86	\$26,873.59	\$654,628.81	503
504	Water Dept	\$600.00	\$26,906.55	\$6,047.18	\$653.33	\$34,207.06	504
505	Solid Waste	\$600.00	\$73,644.81	\$20,676.91	\$461.37	\$95,383.09	505
506	WasteWater	\$600.00	\$19,359.47	\$3,900.72	\$3,007.33	\$26,867.52	506
507	Solid Waste Landfill/Collection					\$0.00	507
508	Golf Course	\$600.00	\$1,398.88	\$1,137.52	\$2,305.37	\$5,441.77	508
509	Municipal Airport		\$1,418.75	\$808.25	\$148.85	\$2,375.85	509
600	Internal Service Fund			\$73.00	\$684.22	\$757.22	600
700	PD Bond					\$0.00	700
999	Revolving					\$0.00	999
	Grand Total-Accounts Payable	\$23,727.14	\$854,152.91	\$76,481.67	\$107,943.32	\$1,062,305.04	



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 7/1/2022 - 7/31/2022

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					
TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,687.17
NM MUNICIPAL CLERKS AND FI...	..27876/17355	07/15/2022	ANNUAL DUES FOR KERIN SALC...	101-1004-43770	60.00
NM MUNICIPAL CLERKS AND FI...	..27876/17355	07/15/2022	ANNUAL DUES CAROL KIRKPATR...	101-1004-43770	60.00
NM GOVERNMENT FINANCE OF...	..27876/17355	07/15/2022	ANNUAL DUES FOR CAROL KIRK...	101-1004-43770	50.00
NM GOVERNMENT FINANCE OF...	..27876/17355	07/15/2022	ANNUAL DUES FOR CAROL KIRK...	101-1004-43770	50.00
TURTLEBACK PEST CONTROL, I...	06242022	07/15/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
NM ASSOCIATION OF CHIEFS OF...	..06282022	07/15/2022	ANNUAL REGISTRATION-CHIEF ...	101-1007-43770	150.00
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	27.29
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	63.38
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/GENERAL FY 22-23	101-1018-43780	605.86
CITY UTILITIES	07/13/22	07/15/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	30.22
SIERRA COUNTY CLERK	07132022	07/15/2022	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	25.00
KING'S LOCKSMITH	08174	07/15/2022	DND SC KEY COPY- FRONT DOOR	101-1009-43403	21.95
KING'S LOCKSMITH	08174	07/15/2022	SC LOCK CYLINDER REKEY- MAS...	101-1009-43403	58.00
KING'S LOCKSMITH	08174	07/15/2022	DND SC KEY COPY-STORAGE 1 ...	101-1009-43403	8.78
KING'S LOCKSMITH	08174	07/15/2022	DND SK KEY COPY-STORAGE 2	101-1009-43403	17.56
KING'S LOCKSMITH	08174	07/15/2022	DND SC KEY COPY MASTER	101-1009-43403	21.95
KING'S LOCKSMITH	08174	07/15/2022	SERVICE CALL	101-1009-43403	50.00
MANANA	106.22	07/15/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SIERRA COUNTY SENTINEL	109342	07/15/2022	HELP WANTED ADS FY22-23- O...	101-1004-43740	325.50
SIERRA COUNTY SENTINEL	109390	07/15/2022	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	181.52
COPPLER LAW FIRM, P.C.	11515	07/15/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	770.03
CURTIS MOLINA	255459	07/15/2022	DEPOSIT REFUND ROTARY PARK...	101-1099-34348	50.00
ALARM CONTROL TECHNOLOGI...	25602 & 25601	07/15/2022	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
NU-WAY LAUNDRY & CLEANERS	37430	07/15/2022	NU-WAY CARPET SERVICES 22-...	101-1014-44607	137.99
SILVERSKY, INC.	459138-SI	07/15/2022	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	206.42
SIERRA VISTA HOSPITAL / SIERR...	47683C15467	07/15/2022	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	150.00
TRANS UNION RISK & ALTERNAT...	485949-202206-1	07/15/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	110.00
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	101-1009-47420	219.36
NM LEAGUE OF ZONING OFFICI...	62822	07/15/2022	NEW MEXICO LEAGUE OF ZONI...	101-1010-43770	35.00
ARENAS VALLEY ANIMAL CLINIC...	67901/67989/68055	07/15/2022	VET SERVICES	101-1006-48598	135.80
ARENAS VALLEY ANIMAL CLINIC...	68109/68138	07/15/2022	VET SERVICES	101-1006-48598	445.69
ARENAS VALLEY ANIMAL CLINIC...	68252/68262	07/15/2022	VET SERVICES	101-1006-48598	70.53
ARENAS VALLEY ANIMAL CLINIC...	68314/68360	07/15/2022	VET SERVICES	101-1006-48598	110.68
ARENAS VALLEY ANIMAL CLINIC...	68512/68561	07/15/2022	VET SERVICES	101-1006-48598	138.88
ARENAS VALLEY ANIMAL CLINIC...	68568/68733	07/15/2022	VET SERVICES	101-1006-48598	211.59
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	97.20
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	49.92
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	197.93
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	955.78
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	80.16
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	99.08
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	257.01

Expense Approval Report

Payable Dates: 7/1/2022 - 7/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	67.37
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	176.82
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	8,840.95
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	4,187.44
NM CITY MANAGEMENT ASSOC.	7121	07/15/2022	ANNUAL DUES FOR BRUCE SWI...	101-1003-43770	750.00
JAIME F. RUBIN, LLC	7122	07/15/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	4,961.41
CHAPARRAL SURVEYING, LLC	7122	07/15/2022	NMGR	101-1010-48598	83.25
CHAPARRAL SURVEYING, LLC	7122	07/15/2022	SW 1/4 OF SECTION 28, TOWN...	101-1010-48598	1,200.00
BRADY INDUSTRIES, LLC	7414919	07/15/2022	PINE CLEANER GAL/CASE	101-1014-44607	247.60
BRADY INDUSTRIES, LLC	7414919	07/15/2022	DISINFECTANT LYSOL SPRAY CA...	101-1014-44607	547.60
BRADY INDUSTRIES, LLC	7414919	07/15/2022	WYPALL WIPES CASE	101-1014-44607	302.92
BRADY INDUSTRIES, LLC	7414919	07/15/2022	DISINFECTANT CLAIRE GERMICI...	101-1014-44607	258.68
BRADY INDUSTRIES, LLC	7414919	07/15/2022	FUEL CHARGE	101-1014-44607	8.00
BRADY INDUSTRIES, LLC	7414919	07/15/2022	TOILET BOWL CLEANER	101-1014-44607	136.88
QUEST DIAGNOSTICS, INC.	9199232584	07/15/2022	SCREENING & MRO FEE FY22-23...	101-1004-48599	326.40
NM MUNICIPAL LEAGUE	99	07/15/2022	ANNUAL MEMBERSHIP 7/1/22 -...	101-1000-43770	7,300.00
VERIZON WIRELESS	9909686302	07/15/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	246.84
VERIZON WIRELESS	9909686302	07/15/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	123.42
WEX BANK	06302022	07/22/2022	WEX BANK FUEL CARD OPEN PO...	101-1014-43316	655.12
WEX BANK	07012022	07/22/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	851.58
AMAZON CAPITAL SERVICES, IN...	1Q9Y-T43T-TRMR	07/22/2022	BROTHER MOBILE PRINTER PAP...	101-1007-44607	125.50
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	WEEKLY/MONTHLY PLANNER ...	101-1000-44606	37.60
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	DURACELL AA BATTERY 36/PACK	101-1000-44606	28.64
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	DUST OFF AIR 6/PACK	101-1000-44606	22.19
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	WEEKLY/MONTHLY PLANNER ...	101-1000-44606	13.79
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	HANGING FOLDERS 5 TAB GRE...	101-1000-44606	12.51
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	WEEKLY/MONTHLY PLANNER B...	101-1000-44606	10.79
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	WEEKLY/MONTHLY PLANNER ...	101-1000-44606	10.19
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	BIC HIGHLIGHTER PINK	101-1000-44606	3.78
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	BIC HIGHLIGHTER GREEN	101-1000-44606	3.78
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	BIC HIGHLIGHTER ORAGNE	101-1000-44606	3.78
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	AVERY INDEX MAKER LABEL DIV...	101-1000-44606	145.59
STAPLES CONTRACT & COMME...	3512950677	07/22/2022	WEEKLY/MONTHLY PLANNER B...	101-1000-44606	11.88
TESTON'S FREEWAY CHEVRON	4302	07/22/2022	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	713.52
TESTON'S FREEWAY CHEVRON	4312	07/22/2022	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	175.79
WINDSTREAM CORPORATION	7/19/22	07/22/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	90.02
WEX BANK	7012022	07/22/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	5,909.68
TDS	7012022	07/22/2022	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	117.96
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	210.53
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	1,037.81
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	130.48
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	299.05
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	48.82
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	204.98
SAMBA HOLDINGS, INC.	INV00911426	07/22/2022	SAMBA DRIVING REPORTS - NH...	101-1004-48599	0.72
LASTING PAWS PET MEMORIAL ...	LC10391-I-0028	07/22/2022	ANIMAL CREMATIONS	101-1006-48598	912.32
XEROX CORP.	016585793	07/29/2022	XEROX BASE CHARGE/METER U...	101-1001-43465	327.37
XEROX CORP.	016585796	07/29/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	308.48
XEROX CORP.	01658579807/016585798/016...	07/29/2022	XEROX CHARGE/METER USAGE	101-1040-43465	310.43
XEROX CORP.	016585804	07/29/2022	XEROX METER READS OPEN PO ...	101-1014-43465	26.48

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XEROX CORP.	016585814	07/29/2022	METER USAGE OPEN PO 22/23	101-1003-43465	315.56
XEROX CORP.	016585816	07/29/2022	BASE CHARGE/METER USAGE FY...	101-1009-43465	221.96
BANK OF AMERICA	04537	07/29/2022	HOSE	101-1006-44607	49.94
NM MUNICIPAL CLERKS AND FI...	06282022	07/29/2022	ANGELA TORRES ANNUAL DUES...	101-1001-43770	60.00
NM MUNICIPAL CLERKS AND FI...	06282022	07/29/2022	LISA GABALDON ANNUAL DUES...	101-1001-43770	60.00
NM MUNICIPAL JUDGES ASSO.	06282022	07/29/2022	JUDGE ASSOCIATION MEMBER...	101-1002-43770	75.00
NM MUNICIPAL JUDGES ASSO.	06282022	07/29/2022	JUDGE ASSOCIATION MEMBER...	101-1002-43770	150.00
NM MUNICIPAL COURT CLERKS...	06282022	07/29/2022	ANNUAL COURT CLERK DUES	101-1002-43770	60.00
NM LEAGUE OF ZONING OFFICI...	06282022	07/29/2022	YEARLY MEMBERSHIP FEE-JAMI...	101-1008-43770	35.00
SCRDA	07092022	07/29/2022	DISPATCH SERVICES FOR THE CI...	101-1007-48599	48,875.25
BANK OF AMERICA	07212022	07/29/2022	FACEBOOK HIRING AD FOR THE...	101-1007-43740	379.31
SIERRA COUNTY CLERK	07252022	07/29/2022	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	25.00
BANK OF AMERICA	1589829	07/29/2022	PARKS POLO SHIRTS	101-1009-42620	1,224.90
BANK OF AMERICA	1589829	07/29/2022	SALES TAX	101-1009-42620	102.59
THE LINE, LLC	1627	07/29/2022	UNIFORM AND SUPPLIES FOR N...	101-1008-42620	681.77
BANK OF AMERICA	166117	07/29/2022	RGC RCT006TS WLNGTN 9.5M	101-1009-42620	93.49
BANK OF AMERICA	166118	07/29/2022	DRILLER ST SE4688 11D	101-1009-42620	149.99
BANK OF AMERICA	166119	07/29/2022	42IN SPINDLE RIDER SKU# 17...	101-1009-47420	63.98
ARCHIVESOCIAL INC.	22617	07/29/2022	SOCIAL MEDIA ARCHIVE ACCT. ...	101-1001-43770	2,988.00
CIVICPLUS, LLC	232195	07/29/2022	OPEN PO FOR FY 22/23	101-1001-43740	275.00
VALLEY VET SUPPLY	263035	07/29/2022	SYRINGES (20X1")	101-1006-44607	22.95
VALLEY VET SUPPLY	263035	07/29/2022	XS MICROCHIP	101-1006-44607	299.75
VALLEY VET SUPPLY	263035	07/29/2022	SYRINGES (22X3/4")	101-1006-44607	46.98
BANK OF AMERICA	3036048	07/29/2022	SERVICE CHARGE-CC	101-1004-42720	14.86
STAPLES CONTRACT & COMME...	3513241014	07/29/2022	RECEIPT BOOK	101-1006-44606	27.80
STAPLES CONTRACT & COMME...	3513241014	07/29/2022	PRINTER INK	101-1006-44606	105.87
STAPLES CONTRACT & COMME...	3513241014	07/29/2022	SHARPIE MARKERS	101-1006-44606	8.33
STAPLES CONTRACT & COMME...	3513241014	07/29/2022	PAPER CLIPSS	101-1006-44606	9.45
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/GENERAL FY 22-23	101-1018-43780	501.82
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	27.24
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	65.65
KACI FRAZIER	8/1/22	07/29/2022	PER DIEM- CLASS ALBUQ. 8/1/2...	101-1007-42310	527.20
BANK OF AMERICA	835768E592	07/29/2022	HUMANE CONFRENECE	101-1006-42720	50.00
BSN SPORTS	917546817	07/29/2022	HOLLYWOOD BASES SET OF 3	101-1009-44609	215.00
GRAINGER, INC.	9375100451/9374554955	07/29/2022	T8 LIGHT BALLASTS	101-1014-44607	320.40
GRAINGER, INC.	9375100451/9374554955	07/29/2022	DIAL HAND SOAP DISPENSER	101-1014-44607	220.64
GRAINGER, INC.	9375100451/9374554955	07/29/2022	SANITAIRE UPRIGHT VACUUM	101-1014-44613	1,005.30
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	278.82
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	185.87
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	233.67
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	251.14
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	110.04
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,003.80
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	177.64
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	145.81
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.77
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.97
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	86.28
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	107.23
BANK OF AMERICA	INV03222731	07/29/2022	MEMBERSHIP RENEWAL	101-1007-43770	195.00
BARTOO SAND & GRAVEL, INC.	M39492	07/29/2022	DEMOLITION WORK ON WYONA	101-1010-48555	3,130.95

Fund 101 - General Total: 122,357.49

Fund: 201 - Corrections

ADMINISTRATIVE OFFICE OF	06302022	07/15/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	198.00
NM JUDICIAL EDUCATION CENT...	06302022	07/15/2022	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	99.00
SIERRA COUNTY TREASURER	07012022	07/22/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,640.00

Fund 201 - Corrections Total: 2,937.00

Fund: 209 - Fire

NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	77.53
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/FIRE SOUTH STATION...	209-1603-43780	27.09

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FIRE PROGRAMS SOFTWARE	222372	07/15/2022	ANNUAL ACCESS/SUPPORT/UP...	209-1603-43815	2,597.00
MEGAHERTZ COMPUTER CONS...	58751	07/15/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	147.15
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	345.87
THE WALKER AGENCY, LLC	001386	07/22/2022	ANNUAL VOLUNTARY FIRE FIGH...	209-1603-46730	11,806.00
TESTON'S FREEWAY CHEVRON	4307	07/22/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	165.87
WINDSTREAM CORPORATION	7/19/22	07/22/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	119.67
XEROX CORP.	016585818	07/29/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	379.07
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/FIRE SOUTH STATION...	209-1603-43780	69.89
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	27.24
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.80
Fund 209 - Fire Total:					16,005.43

Fund: 211 - Law Enforce Prot

INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	211-2003-47420	190.18
Fund 211 - Law Enforce Prot Total:					190.18

Fund: 214 - Lodgers Tax

LINDMARK OUTDOOR MEDIA	INV39423/INV39436	07/15/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
Fund 214 - Lodgers Tax Total:					824.92

Fund: 216 - Muni Street

B & H OIL CO.	53395	07/15/2022	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	4,139.89
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	216-4503-47420	519.27
FOXWORTH-GALBRAITH	1134896	07/22/2022	TRIMMER LINE	216-4503-44607	142.72
AMAZON CAPITAL SERVICES, IN...	1M43-VDRW-1FN7	07/22/2022	JEANS	216-4503-42620	191.46
AMAZON CAPITAL SERVICES, IN...	1M43-VDRW-1FN7	07/22/2022	JACKET	216-4503-42620	89.99
AMAZON CAPITAL SERVICES, IN...	1M43-VDRW-1FN7	07/22/2022	SHIRTS	216-4503-42620	149.94
AMAZON CAPITAL SERVICES, IN...	1M43-VDRW-1FN7	07/22/2022	COMPOSITE TOE BOOTS	216-4503-44615	119.99
TESTON'S FREEWAY CHEVRON	4301	07/22/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	299.46
BANK OF AMERICA	341391	07/29/2022	STEEL TOE BOOTS	216-4503-44615	169.99
MESILLA VALLEY COMMERCIAL ...	97943	07/29/2022	LT245/75R17 TIRES, G-99291	216-4503-47420	555.00
MESILLA VALLEY COMMERCIAL ...	97943	07/29/2022	12-16.5 TIRES, BACKHOE 66-19	216-4503-47420	490.00
MESILLA VALLEY COMMERCIAL ...	97943	07/29/2022	25" O-RINGS, 120 G BLADE & L...	216-4503-47420	270.00
Fund 216 - Muni Street Total:					7,137.71

Fund: 294 - State Library

TDS	07012022	07/15/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
XEROX CORP.	016585811/016697017	07/29/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	14.18
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	168.29
Fund 294 - State Library Total:					282.42

Fund: 295 - Muni Pool

TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	2,120.91
JR AQUATIC SERVICES LLC	119	07/15/2022	TRAVEL CHARGE	295-4803-43403	135.85
JR AQUATIC SERVICES LLC	119	07/15/2022	INITIAL CONSULTATION	295-4803-43403	271.70
RY CONSTRUCTION, LLC	320	07/15/2022	ADD SELF LEVELING CONCRETE ...	295-4803-43403	645.88
RY CONSTRUCTION, LLC	320	07/15/2022	RESURFACE SHOWER AREAS A...	295-4803-43403	2,061.50
RY CONSTRUCTION, LLC	320	07/15/2022	ADD CEMENT GROUT TO AREAS...	295-4803-43403	1,736.00
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	68.90
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	1,168.86
POOL PRO, LLC	202873	07/22/2022	CYANURIC ACID	295-4803-44607	768.00
POOL PRO, LLC	202873	07/22/2022	CALCIUM HYPOCHLORITE GRA...	295-4803-44607	424.00
POOL PRO, LLC	202873	07/22/2022	CALCIUM HYPOCHLORITE	295-4803-44607	1,710.00
POOL PRO, LLC	202873	07/22/2022	ALGAECIDE	295-4803-44607	1,335.00
POOL PRO, LLC	202873	07/22/2022	ACID MAGIC	295-4803-44607	1,194.00
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
XEROX CORP.	016585803	07/29/2022	BASE CHARGE/METER USAGE 2...	295-4803-43465	34.36
JR AQUATIC SERVICES LLC	126	07/29/2022	PARTS FOR CLEANING	295-4803-43403	60.00
JR AQUATIC SERVICES LLC	126	07/29/2022	LABOR	295-4803-43403	350.00
JR AQUATIC SERVICES LLC	126	07/29/2022	TRAVEL CHARGE	295-4803-43403	280.38
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	39.09
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE LIFEGUARD STORE	INV001228386	07/29/2022	LIGHTNING TRACKER	295-4803-44613	76.50
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	BLACK FOAM DISPENSER	295-4803-44607	7.90
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	FOAM SHAMPOO BODY FRESH ...	295-4803-44607	222.00
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	CLOROX BLEACH 3/CS 121 OZ	295-4803-44607	20.05
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	LINER 38X60 1.5MIL 100/CS	295-4803-44607	68.35
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	GLASS CLEANER SSS AEROSOL 1...	295-4803-44607	78.60
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	TOILET TISSUE 2 PLY	295-4803-44607	84.05
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	SSS OXYPRO 365 DISINFECTANT	295-4803-44607	90.00
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	44098 FOAM CLEAN LOTION S...	295-4803-44607	99.00
TRIPLE-S JANITORIAL SUPPLIES	S063980000	07/29/2022	CENTER PULL TOWELS SSS	295-4803-44607	139.90
Fund 295 - Muni Pool Total:					15,992.72

Fund: 296 - PD GRT

WAC UPFITTERS	1261	07/15/2022	KUSTOM SIGNALS RAPTOR RAD...	296-2403-44613	2,894.00
AMAZON CAPITAL SERVICES, IN...	1TGJ-M736-V9VT	07/15/2022	SONY DIGITAL VOICE RECORDER	296-2403-44615	569.79
BANK OF AMERICA	07122022	07/29/2022	REGISTRATION FOR TRAINING	296-2403-42720	445.00
BANK OF AMERICA	07122022	07/29/2022	MEMBERSHIP FEE	296-2403-42720	40.00
BANK OF AMERICA	07122022	07/29/2022	LATE FEE- WITHIN 10 DAYS OF ...	296-2403-42720	25.00
BANK OF AMERICA	2000101-06760159	07/29/2022	MIDEA 3-1 PORTABLE AIR COND..	296-2403-44613	518.03
KAUFMAN'S WEST, LLC	6747L	07/29/2022	SAFARILAND NEW HARDWARE 6...	296-2403-44615	1,662.00
Fund 296 - PD GRT Total:					6,153.82

Fund: 303 - Vet Wall

WINDSTREAM CORPORATION	7/19/22	07/22/2022	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	149.52
Fund 303 - Vet Wall Total:					149.52

Fund: 360 - NMFA PROJECTS

WILSON & COMPANY, INC. ENG...	107526	07/15/2022	ENG SERVICES ROADWAY IMPR...	360-7009-80847	38,224.47
Fund 360 - NMFA PROJECTS Total:					38,224.47

Fund: 380 - OTHER STATE FUNDED PROJECTS

WILSON & COMPANY, INC. ENG...	107478	07/15/2022	ENGINEERING SERVICES VACU...	380-7001-80860	6,439.68
Fund 380 - OTHER STATE FUNDED PROJECTS Total:					6,439.68

Fund: 403 - Pledge State

NEW MEXICO FINANCE AUTHOR..	070122	07/01/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR..	070122	07/01/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR..	070122	07/01/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
BANK OF THE SOUTHWEST	07042022	07/15/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,537.74
Fund 403 - Pledge State Total:					19,977.71

Fund: 501 - Cemetary

CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN..	501-1803-43780	166.02
Fund 501 - Cemetary Total:					166.02

Fund: 502 - Util Office - Pool

NEW MEXICO ONE CALL, INC.	153010139	07/15/2022	NM ONE CALL UTILITY OFFICE FY..	502-3601-43465	544.00
WESTERN FIX, LLC	29	07/15/2022	4 METER READER PANTS- KATY...	502-3601-42620	250.00
WESTERN FIX, LLC	29	07/15/2022	4 METER READER PANTS- RENE ...	502-3601-42620	250.00
PITNEY BOWES INC.	6/12/22	07/15/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	2,478.98
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	502-3601-47420	105.24
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	257.01
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	586.54
TESTON'S FREEWAY CHEVRON	4300	07/22/2022	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	364.16
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	259.60
XEROX CORP.	016585799/016585817/01658...	07/29/2022	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	517.01
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	192.09
Fund 502 - Util Office - Pool Total:					5,804.63

Fund: 503 - Electric

TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
TRIPLE H SOLAR, LLC	0305	07/15/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	805.00
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	24.80
CITY UTILITIES	07/13/22	07/15/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	42.44
BIXBY ELECTRIC, INC	07052022	07/15/2022	12.47 kV DISTRIBUTION LINE R...	503-3702-47415	240,739.80
SIERRA ELECTRIC CO-OP, INC.	07052022/07082022	07/15/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	572.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA ELECTRIC CO-OP, INC.	07052022/07082022	07/15/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	262,927.15
TRI-STATE GENERATION & TRA...	303635	07/15/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,524.77
SILVERSKY, INC.	459138-SI	07/15/2022	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	206.42
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	503-3702-47420	34.97
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	363.77
CHERRILL'S WESTERN APPAREL	698526	07/15/2022	JEANS	503-3702-42620	222.00
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,961.28
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	149.99
VERIZON WIRELESS	9910271460	07/15/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	50.37
WESTERN AREA POWER ADMIN	JJPB1798A0622	07/15/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	43,798.76
SSA SOLAR OF NM 4, LLC	NM-14-015A-202206-1	07/15/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	27,716.14
REED'S TIRE CENTER	11518	07/22/2022	OIL, FILTER & LABOR	503-3702-47420	162.48
AMAZON CAPITAL SERVICES, IN...	19FR-TFKQ-XGPM	07/22/2022	STEEL TOE BOOTS- CHRIS REES	503-3702-44615	194.99
T & E FLOW SERVICES, LLC	22313	07/22/2022	WIDE RANGE DISTRIBUTION GR...	503-3702-44613	919.00
T & E FLOW SERVICES, LLC	22313	07/22/2022	BLOCK & TACKLE, 259 ANCHOR...	503-3702-44613	148.00
COOPERATIVE EDUCATIONAL S...	24-128073	07/22/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	5,370.54
TESTON'S FREEWAY CHEVRON	4303	07/22/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	1,806.57
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
XEROX CORP.	016697018/016585815	07/29/2022	BASE CHARGE & METER USAGE...	503-3702-43465	126.98
WESTERN UNITED ELECTRIC	065088	07/29/2022	25 KVA CSP TRANSFORMER 124...	503-3702-44607	14,221.40
WESTERN UNITED ELECTRIC	065088	07/29/2022	15 KVA CSP TRANSFORMER 124...	503-3702-44607	5,137.16
REED'S TIRE CENTER	11588	07/29/2022	TIRES	503-3702-47420	516.00
SHARE CORP.	206329	07/29/2022	WEED KILLER	503-3702-44607	485.00
WESTERN UNITED ELECTRIC	6063863/6065086	07/29/2022	8' CROSS ARM DEAD END	503-3702-44607	1,894.02
WESTERN UNITED ELECTRIC	6063863/6065086	07/29/2022	10' CROSS ARM TANGENT	503-3702-44607	1,270.02
WESTERN UNITED ELECTRIC	6063863/6065086	07/29/2022	8' CROSS ARM TANGENT	503-3702-44607	1,027.98
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	24.80
LANDIS+GYR TECHNOLOGY, INC	90361018	07/29/2022	SaaS MONTHLY FLAT FEE- OPEN...	503-3702-43770	950.00
GRAINGER, INC.	9370367295	07/29/2022	EXTENSION LADDER	503-3702-44613	738.06
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	193.19
DITCH WITCH SOUTHWEST	P09652	07/29/2022	UTILITY GUARD CASE FOR LINE ...	503-3702-44613	288.98
Fund 503 - Electric Total:					654,628.81

Fund: 504 - Water

TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
TAXATION AND REVENUE	06302022	07/15/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,440.27
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/WATER FY 22-23	504-3803-43780	51.02
COOPERATIVE EDUCATIONAL S...	24-127757	07/15/2022	ENGINEERING SERVICES WATER...	504-3803-48598	11,077.65
SILVERSKY, INC.	459138-SI	07/15/2022	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	206.42
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	504-3803-47420	32.60
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	176.16
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	13,022.33
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	900.10
AMAZON CAPITAL SERVICES, IN...	1VQP-D6HK-YMN7	07/22/2022	SCEPTRE CURVED 24IN 75HZ P...	504-3803-44613	129.98
TESTON'S FREEWAY CHEVRON	4336,4337	07/22/2022	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	2,227.44
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	153.81
DPC INDUSTRIES, INC.	DE74000403.22	07/22/2022	MONTHLY DEMURRAGE FEE FO...	504-3803-43465	60.00
BAKER UTILITY SUPPLY CORP.	INV301696	07/22/2022	OPEN PO JULY 2022 UNSTOCKE...	504-3803-44607	3,475.95
USA BLUEBOOK	051524	07/29/2022	NITRILE GLOVES 5MIL LARGE	504-3803-44607	131.85
USA BLUEBOOK	051524	07/29/2022	NITRILE GLOVES 5MIL XLARGE	504-3803-44607	175.80
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	BIC BRITE LINER HIGHLIGHTER ...	504-3803-44606	6.05
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	POST IT SIGN HERE MESSAGE F...	504-3803-44606	6.78
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	STRIDE QUIK FIT 1/2 LANDSCAP...	504-3803-44606	16.61
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	STAPLES HEAVY DUTY 1" 3 RING...	504-3803-44606	33.72
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	STAPLES MOVING AND STORAG...	504-3803-44606	35.22
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	V LIGHT LED DESK LAMP 21.5" ...	504-3803-44606	46.00
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	LOCTITE FUN TAK REMOVABLE ...	504-3803-44606	2.19
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	DURACELL COPPERTOP AAA AL...	504-3803-44606	13.79
STAPLES CONTRACT & COMME...	3513408999	07/29/2022	TRU RED 8.5" X 11" COPY PAPER	504-3803-44606	47.88
STAPLES CONTRACT & COMME...	3513408999	07/29/2022	V7 CBLDAPHD 1N DISPLAYPORT ...	504-3803-44606	17.99
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/WATER FY 22-23	504-3803-43780	49.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.97
Fund 504 - Water Total:					34,207.06
Fund: 505 - Solid Waste					
TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
PARKHILL SMITH & COOPER	01868422.00-2	07/15/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	829.19
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	25.22
CITY UTILITIES	07/13/22	07/15/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	24,992.76
SILVERSKY, INC.	459138-SI	07/15/2022	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	206.42
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	505-3904-47420	333.44
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	385.22
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	648.76
CITY OF LAS CRUCES	87843	07/15/2022	SCSWA OPEN PO FY2022-2023	505-3904-45601	46,223.80
NM MUNICIPAL LEAGUE	#3263	07/22/2022	ANNUAL DUES JULY 01,2022-J...	505-3904-43770	100.00
PARKHILL SMITH & COOPER	01869722.00-1	07/22/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	4,027.51
WEX BANK	82207513	07/22/2022	WEX DIESEL & GASOLINE	505-3904-43316	5,983.23
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	490.97
WAGNER EQUIPMENT CO.	EH05227	07/22/2022	REVOME & INSTALL CAB (010 7...	505-3904-47420	3,562.65
WAGNER EQUIPMENT CO.	EH05227	07/22/2022	REMOVE & INSTALL WIRING H...	505-3904-47420	4,578.47
WAGNER EQUIPMENT CO.	EH05227	07/22/2022	TROUBLE SHOOT ENGINE (035 ...	505-3904-47420	728.82
WAGNER EQUIPMENT CO.	EH05227	07/22/2022	TROUBLESHOOT SERVIC BRAKE ...	505-3904-47420	666.00
WAGNER EQUIPMENT CO.	EH05227	07/22/2022	TROUBLESHOOT BUCKET CONT...	505-3904-47420	539.26
XEROX CORP.	016585802/016697014	07/29/2022	METER USAGE & BASE CHARGE...	505-3904-43465	155.14
SOUTHWESTERN EQUIPMENT ...	041716	07/29/2022	COIL AIR VALVE	505-3904-47420	28.00
SOUTHWESTERN EQUIPMENT ...	041716	07/29/2022	AIR VALVE	505-3904-47420	86.62
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	25.22
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	166.39
Fund 505 - Solid Waste Total:					95,383.09

Fund: 506 - WWTP

TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
VILLAGE OF WILLIAMSBURG	06302022	07/15/2022	SEWER RECEIPTS FY 22/23 OPEN...	506-4005-48798	3,742.77
NEW MEXICO GAS COMPANY, I...	07/12/22	07/15/2022	GAS BILLS/VACUUM STATION FY...	506-4005-43780	26.91
CITY UTILITIES	07/13/22	07/15/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	4.00
COOPERATIVE EDUCATIONAL S...	24-127760	07/15/2022	ENGINEERING SERVICES SEWER...	506-4005-48598	3,750.18
SILVERSKY, INC.	459138-SI	07/15/2022	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	206.42
B & H OIL CO.	53400,53397,53555,53568	07/15/2022	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	787.93
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	506-4005-47420	65.00
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	280.46
CITY UTILITIES	7/13/22	07/15/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	9,652.55
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	843.25
AMAZON CAPITAL SERVICES, IN...	1614-7YC7Y-VCVC	07/22/2022	FINNHOMY PREMIUM 1 TIER M...	506-4005-44606	34.99
HALL ENVIRONMENTAL ANALYS...	2206035,2206554,2206C61,22...	07/22/2022	TESTING FOR THE MONTH OF J...	506-4005-48598	2,469.49
TESTON'S FREEWAY CHEVRON	4336,4337	07/22/2022	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	1,086.09
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	310.15
XEROX CORP.	016585808	07/29/2022	BASE CHARGE/METERED USAGE...	506-4005-43465	225.93
USA BLUEBOOK	051524	07/29/2022	NITRILE GLOVES 5MIL LARGE	506-4005-44607	197.32
USA BLUEBOOK	051524	07/29/2022	NITRILE GLOVES 5MIL LARGE	506-4005-44607	131.85
HALL ENVIRONMENTAL ANALYS...	2207596/2207244	07/29/2022	EPA MWTHOD 624 VOCS	506-4005-48598	100.00
HALL ENVIRONMENTAL ANALYS...	2207596/2207244	07/29/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2207596/2207244	07/29/2022	TAX ON LABOR 7.875%	506-4005-48598	42.63
HALL ENVIRONMENTAL ANALYS...	2207596/2207244	07/29/2022	SM5210B BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2207596/2207244	07/29/2022	EPA METHOD 625 SVOCs	506-4005-48598	225.00
IDEXX DISTRIBUTION, INC	3110426057	07/29/2022	COLILERT/QTRAY2K COMBO 20...	506-4005-44605	479.20
IDEXX DISTRIBUTION, INC	3110426057	07/29/2022	WV120SBST-20 VESSELS W/ST ...	506-4005-44605	49.46
IDEXX DISTRIBUTION, INC	3110426057	07/29/2022	WQT2KC PRE-DISP QT 2000 C...	506-4005-44605	73.92
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	TRU RED 8" NON STICK TITANI...	506-4005-44606	3.27
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	POST IT POP UP SUPER STICKY ...	506-4005-44606	9.80
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	POST IT POP UP SUPER STICKY ...	506-4005-44606	9.80
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	STAPLES FILE FOLDER 1/3 CUT ...	506-4005-44606	10.38
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	DUST OFF AIR DUSTER 70Z 12 ...	506-4005-44606	41.22
STAPLES CONTRACT & COMME...	3512547270	07/29/2022	PERK DISINFECTING WIPES LE...	506-4005-44606	32.72

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STAPLES CONTRACT & COMME...	3512547271	07/29/2022	BROTHER GENUINE P TOUCH T...	506-4005-44606	34.17
STAPLES CONTRACT & COMME...	3512950678	07/29/2022	BROTHER TN 223M MAGENTA ...	506-4005-44606	53.19
STAPLES CONTRACT & COMME...	3512950678	07/29/2022	BROTHER TN 223 YELLOW STA...	506-4005-44606	53.19
STAPLES CONTRACT & COMME...	3512950678	07/29/2022	BROTHER TN 223 CYAN STAND...	506-4005-44606	53.19
STAPLES CONTRACT & COMME...	3512950678	07/29/2022	BROTHER TN 223 BLACK STAND...	506-4005-44606	42.34
NEW MEXICO GAS COMPANY, I...	7/28/22	07/29/2022	GAS BILLS/VACUUM STATION FY...	506-4005-43780	26.88
GRAINGER, INC.	9370842131	07/29/2022	INSULATING ELECTRICAL TAPE ...	506-4005-44607	75.78
GRAINGER, INC.	9370842131	07/29/2022	INSULATING ELECTRICAL TAPE ...	506-4005-44607	40.74
GRAINGER, INC.	9370842131	07/29/2022	INSULATING ELECTRICAL TAPE	506-4005-44607	10.68
GRAINGER, INC.	9370842131	07/29/2022	ERGONOMIC TILT BACK CYLIND...	506-4005-44613	393.51
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	366.16
Fund 506 - WWTP Total:					26,867.52

Fund: 508 - Golf Course

TDS	07-01-2022	07/01/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	100.32
CITY UTILITIES	7/14/2	07/15/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,298.56
AUSTIN TURF & TRACTOR, INC.	149520	07/22/2022	FUEL PUMP W/FILTER	508-4303-44607	179.21
YAMAHA MOTOR FINANCE COR...	779125	07/22/2022	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	54.80
XEROX CORP.	016697019	07/29/2022	BASE CHARGE/METER USAGE FY...	508-4303-43465	170.25
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	BEDKNIFE	508-4303-44607	276.00
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	LOCK NUT	508-4303-44607	61.65
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	SCREW	508-4303-44607	69.42
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	SCREW	508-4303-44607	86.85
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	ROLLER BEARING KIT	508-4303-44607	146.60
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	ROLLER	508-4303-44607	215.00
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	ROLLER	508-4303-44607	334.91
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	TCU15881 60" BLD	508-4303-44607	329.10
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	V-BELT	508-4303-44607	277.72
AUSTIN TURF & TRACTOR, INC.	149283	07/29/2022	BEDKNIFE	508-4303-44607	257.25
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	80.62
Fund 508 - Golf Course Total:					5,441.77

Fund: 509 - Muni Airport

SIERRA ELECTRIC CO-OP, INC.	2154-07/05/22	07/15/2022	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,026.75
NMED PETROLEUM STORAGE T...	313668	07/15/2022	ANNUAL STORAGE TANK FEE 2...	509-4403-43770	200.00
INTERNAL SERVICE FUND	610084	07/15/2022	MAINTENANCE & SERVICE FOR ...	509-4403-47420	84.59
NM AIRPORT MGR'S ASSOC.	62822	07/15/2022	NM AIRPORT MANAGER ANNU...	509-4403-43770	75.00
NM RETIREE HEALTH CARE	694737	07/15/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
AMAZON CAPITAL SERVICES, IN...	1G4W-L6JY-YGK4	07/22/2022	DEWALT TOOL KIT	509-4403-44607	142.62
TESTON'S FREEWAY CHEVRON	4297	07/22/2022	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	288.96
WINDSTREAM CORPORATION	7/19/22	07/22/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.92
NM RETIREE HEALTH CARE	912240	07/22/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	34.75
XEROX CORP.	016697020	07/29/2022	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	41.69
VERIZON WIRELESS	9911196543	07/29/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	107.16
Fund 509 - Muni Airport Total:					2,375.85

Fund: 600 - Internal Serv

WEX BANK	9052228	07/22/2022	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	73.00
XEROX CORP.	016697021	07/29/2022	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	94.23
FOXWORTH-GALBRAITH	1148095	07/29/2022	COOLER WINDOW 3000CFM B...	600-7003-44613	589.99
Fund 600 - Internal Serv Total:					757.22

Grand Total: 1,062,305.04

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	122,357.49
201 - Corrections	2,937.00
209 - Fire	16,005.43
211 - Law Enforce Prot	190.18
214 - Lodgers Tax	824.92
216 - Muni Street	7,137.71
294 - State Library	282.42
295 - Muni Pool	15,992.72
296 - PD GRT	6,153.82
303 - Vet Wall	149.52
360 - NMFA PROJECTS	38,224.47
380 - OTHER STATE FUNDED PROJECTS	6,439.68
403 - Pledge State	19,977.71
501 - Cemetary	166.02
502 - Util Office - Pool	5,804.63
503 - Electric	654,628.81
504 - Water	34,207.06
505 - Solid Waste	95,383.09
506 - WWTP	26,867.52
508 - Golf Course	5,441.77
509 - Muni Airport	2,375.85
600 - Internal Serv	757.22
Grand Total:	1,062,305.04

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	5,731.44
101-1000-43770	SUBSCRIPTION & DUES	7,300.00
101-1000-44606	OFFICE SUPPLIES-GOVERN...	304.52
101-1001-41226	RETIREE INSURANCE	215.16
101-1001-43465	RENT OF EQUIPMENT	327.37
101-1001-43740	PRINTING/PUBLISHING	506.52
101-1001-43770	SUBSCRIPTION & DUES	3,108.00
101-1001-43775	TELEPHONE	278.82
101-1002-41226	RETIREE INSURANCE	93.79
101-1002-43770	SUBSCRIPTION & DUES	285.00
101-1002-43775	TELEPHONE	185.87
101-1003-41226	RETIREE INSURANCE	445.57
101-1003-43465	RENT OF EQUIPMENT	315.56
101-1003-43770	SUBSCRIPTION & DUES	750.00
101-1003-43775	TELEPHONE	323.69
101-1004-41226	RETIREE INSURANCE	408.46
101-1004-42720	EMPLOYEE TRAINING-AD...	14.86
101-1004-43740	PRINTING/PUBLISHING	325.50
101-1004-43770	SUBSCRIPTION & DUES	220.00
101-1004-43775	TELEPHONE	251.14
101-1004-48599	OTHER CONTRACTUAL SE...	477.12
101-1006-41226	RETIREE INSURANCE	227.47
101-1006-42720	EMPLOYEE TRAINING-CO...	50.00
101-1006-43775	TELEPHONE	110.04
101-1006-44606	OFFICE SUPPLIES	151.45
101-1006-44607	FIELD SUPPLIES	419.62
101-1006-48598	PROFESSIONAL SERVICES	2,025.49
101-1007-41226	RETIREE INSURANCE	1,993.59
101-1007-42310	PER DIEM-POLICE DEPT	527.20
101-1007-43316	GAS & OIL	5,909.68
101-1007-43465	RENT OF EQUIPMENT	308.48

Account Summary

Account Number	Account Name	Payment Amount
101-1007-43740	PRINTING/PUBLISHING	379.31
101-1007-43770	SUBSCRIPTION & DUES	345.00
101-1007-43775	TELEPHONE	1,399.64
101-1007-43815	SOFTWARE	110.00
101-1007-44607	FIELD SUPPLIES	125.50
101-1007-48599	OTHER CONTRACTUAL SE...	48,875.25
101-1008-41226	RETIREE INSURANCE	193.27
101-1008-42620	UNIFORMS LINEN-CODE ...	681.77
101-1008-43316	GAS & OIL	851.58
101-1008-43770	SUBSCRIPTION & DUES	35.00
101-1008-43775	TELEPHONE	301.06
101-1009-41226	RETIREE INSURANCE	229.56
101-1009-42620	UNIFORMS/LINEN-MUNI ...	1,570.97
101-1009-43316	GAS & OIL	713.52
101-1009-43403	REGULAR BUILDING MAI...	178.24
101-1009-43465	RENT OF EQUIPMENT	221.96
101-1009-43775	TELEPHONE	145.81
101-1009-44609	RECREATION SUPPLIES-M...	215.00
101-1009-47415	MAINTENANCE--REPAIRS ...	900.00
101-1009-47420	MAINTENANCE VEHICLE/...	283.34
101-1010-41226	RETIREE INSURANCE	161.54
101-1010-43770	SUBSCRIPTION & DUES	35.00
101-1010-43775	TELEPHONE	93.77
101-1010-48555	CLEAN UP & DEMOLITION...	3,130.95
101-1010-48598	PROFESSIONAL SERVICES	1,283.25
101-1011-41226	RETIREE INSURANCE	556.06
101-1011-43775	TELEPHONE	69.97
101-1012-41226	RETIREE INSURANCE	116.19
101-1012-43775	TELEPHONE	86.28
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	175.79
101-1014-41226	RETIREE INSURANCE	404.47
101-1014-43316	GAS & OIL	655.12
101-1014-43403	REGULAR BUILDING MAI...	728.04
101-1014-43465	RENT OF EQUIPMENT	26.48
101-1014-43775	TELEPHONE	107.23
101-1014-44607	FIELD SUPPLIES-FACILITY ...	2,180.71
101-1014-44613	NON-CAPITAL ITEMS	1,005.30
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1016-41226	RETIREE INSURANCE	381.80
101-1018-43780	UTILITIES	19,037.02
101-1018-43815	SOFTWARE LIC/SOFTWAR...	206.42
101-1040-43465	RENT OF EQUIPMENT	310.43
101-1099-34348	RENT OF PUBLIC FACILITIES	50.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	297.00
201-1903-48710	CARE OF PRISONERS-COR...	2,640.00
209-1603-43316	GAS & OIL	165.87
209-1603-43465	RENT OF EQUIPMENT	379.07
209-1603-43775	TELEPHONE	362.72
209-1603-43780	UTILITIES	694.77
209-1603-43815	SOFTWARE LIC/SOFTWAR...	2,597.00
209-1603-46730	INSURANCE (NON EMPLO...	11,806.00
211-2003-47420	MAINTENANCE-VEHICLE/...	190.18
214-2503-47597	9% ADVERTISING/MARKET..	824.92
216-4503-42620	UNIFORM LINEN-MUNI S...	431.39
216-4503-43316	GAS & OIL	4,439.35
216-4503-44607	FIELD SUPPLIES-STREETS	142.72
216-4503-44615	SAFETY EQUIPMENT	289.98

Account Summary

Account Number	Account Name	Payment Amount
216-4503-47420	MAINT.VEHICLE/FURN/E...	1,834.27
294-5003-43465	RENT OF EQUIPMENT	14.18
294-5003-43775	TELEPHONE	168.29
294-5003-60834	STATE LIBRARY GRANT-ST...	99.95
295-4803-41226	RETIREE INSURANCE	142.08
295-4803-43403	REGULAR BUILDING MAI...	5,541.31
295-4803-43465	RENT OF EQUIPMENT	34.36
295-4803-43775	TELEPHONE	28.76
295-4803-43780	UTILITIES-MUNI POOL	3,928.86
295-4803-44607	FIELD SUPPLIES-MUNI PO...	6,240.85
295-4803-44613	NON-CAPITAL ITEMS	76.50
296-2403-42720	EMPLOYEE TRAINING	510.00
296-2403-44613	NON-CAPITAL ITEMS	3,412.03
296-2403-44615	SAFETY EQUIPMENT	2,231.79
303-4703-43775	TELEPHONE	149.52
360-7009-80847	ROADWAYS/BRIDGES	38,224.47
380-7001-80860	INFRASTRUCTURE	6,439.68
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90910	DEBT SERVICE INTEREST	4,537.74
501-1803-43780	UTILITIES	166.02
502-3601-41226	RETIREE INSURANCE	516.61
502-3601-42620	UNIFORM/LINEN	500.00
502-3601-43316	GAS & OIL	364.16
502-3601-43465	RENT OF EQUIPMENT	3,539.99
502-3601-43775	TELEPHONE	192.09
502-3601-43780	UTILITIES	586.54
502-3601-47420	MAINTENANCE-VEHICLE/...	105.24
503-3702-41226	RETIREE INSURANCE	777.05
503-3702-42620	UNIFORM/LINEN-ELECTRI...	222.00
503-3702-43316	GAS & OIL	1,806.57
503-3702-43465	RENT OF EQUIPMENT	126.98
503-3702-43770	SUBSCRIPTION & DUES	950.00
503-3702-43775	TELEPHONE	243.56
503-3702-43780	UTILITIES	6,376.01
503-3702-43815	SOFTWARE LIC/SOFTWAR...	206.42
503-3702-44607	FIELD SUPPLIES	24,035.58
503-3702-44613	NON-CAPITAL ITEMS	2,094.04
503-3702-44615	SAFETY EQUIPMENT	194.99
503-3702-47415	MAINTENANCE--REPAIRS ...	240,739.80
503-3702-47420	MAINTENANCE-VEHICLE/...	713.45
503-3702-48598	PROFESSIONAL SERVICES	6,175.54
503-3702-50795	WHOLESALE POWER COS...	369,966.82
504-3803-41226	RETIREE INSURANCE	329.97
504-3803-43316	GAS & OIL	2,227.44
504-3803-43465	RENT OF EQUIPMENT	60.00
504-3803-43775	TELEPHONE	69.97
504-3803-43780	UTILITIES	14,622.93
504-3803-43797	WATER CONSERVATION-...	1,440.27
504-3803-43815	SOFTWARE LIC/SOFTWAR...	206.42
504-3803-44606	OFFICE SUPPLIES	226.23
504-3803-44607	FIELD SUPPLIES-WATER D...	3,783.60
504-3803-44613	NON-CAPITAL ITEMS	129.98
504-3803-47420	MAINTENANCE-VEHICLE/...	32.60
504-3803-48598	PROFESSIONAL SERVICES	11,077.65
505-3904-41226	RETIREE INSURANCE	876.19
505-3904-43316	GAS & OIL	5,983.23

Account Summary

Account Number	Account Name	Payment Amount
505-3904-43465	RENT OF EQUIPMENT	155.14
505-3904-43770	SUBSCRIPTION & DUES	100.00
505-3904-43775	TELEPHONE	166.39
505-3904-43780	UTILITIES	1,299.20
505-3904-43815	SOFTWARE LIC/SOFTWAR...	206.42
505-3904-45601	WASTE DISPOSAL	71,216.56
505-3904-47420	MAINTENANCE-VEHICLE/...	10,523.26
505-3904-48599	OTHER CONTRACTUAL SE...	4,856.70
506-4005-41226	RETIREE INSURANCE	590.61
506-4005-43316	GAS & OIL	1,874.02
506-4005-43465	RENT OF EQUIPMENT	225.93
506-4005-43775	TELEPHONE	366.16
506-4005-43780	UTILITIES	11,153.59
506-4005-43815	SOFTWARE LIC/SOFTWAR...	206.42
506-4005-44605	CHEMICALS/LABORATORY...	602.58
506-4005-44606	OFFICE SUPPLIES	378.26
506-4005-44607	FIELD SUPPLIES-WASTEW...	456.37
506-4005-44613	NON-CAPITAL ITEMS	393.51
506-4005-47420	MAINTENANCE-VEHICLE/...	65.00
506-4005-48598	PROFESSIONAL SERVICES	6,812.30
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,742.77
508-4303-41226	RETIREE INSURANCE	155.12
508-4303-43465	RENT OF EQUIPMENT	1,073.76
508-4303-43775	TELEPHONE	680.62
508-4303-43780	UTILITIES	1,298.56
508-4303-44607	FIELD SUPPLIES	2,233.71
509-4403-41226	RETIREE INSURANCE	67.16
509-4403-43316	GAS & OIL	288.96
509-4403-43465	RENT OF EQUIPMENT	41.69
509-4403-43770	SUBSCRIPTION & DUES	275.00
509-4403-43775	TELEPHONE	449.08
509-4403-43780	UTILITIES	1,026.75
509-4403-44607	FIELD SUPPLIES	142.62
509-4403-47420	MAINTENANCE VEH/EQUI...	84.59
600-7003-43316	GAS & OIL	73.00
600-7003-43465	RENT OF EQUIPMENT	94.23
600-7003-44613	NON-CAPITAL ITEMS	589.99
Grand Total:		1,062,305.04

Project Account Summary

Project Account Key	Payment Amount
None	1,062,305.04
Grand Total:	1,062,305.04



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: G.1

SUBJECT: Public Meeting/Final Adoption of Ordinance 731 Amending the City of Truth or Consequences Municipal Code of Ordinances, By Amending Sections 11-10-4 And 11-10-5 And Adding Section 11-10-6 To the Planning and Zoning Code Pertaining to Storage Units/Shipping Containers

DEPARTMENT: Assistant City Manager

DATE SUBMITTED: August 3, 2022

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Traci Alvarez

Summary/Background:

Staff wishes to amend the code to include a section pertaining to shipping containers under Article X. - Accessory Buildings.

Recommendation:

Approve Ordinance 731 for final adoption

Attachments:

- Ordinance 731
- Draft Redline Version
- Code References

Fiscal Impact (Finance): No

Legal Review (City Attorney): Yes

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 8-10-2022

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 731

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTIONS 11-10-4 AND 11-10-5 AND ADDING SECTION 11-10-6 TO THE PLANNING AND ZONING CODE PERTAINING TO STORAGE UNITS/SHIPPING CONTAINERS

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

Section one. That section 11-10-4 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 11-10-4 – Storage Units/Shipping Containers

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

A. Placement of storage units/shipping containers within C-1, M-1 and T-1 districts are permitted as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:

1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
2. Containers may not exceed 46 feet in length and 10 feet in height
3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

B. Placement of storage units/shipping containers within Residential Districts is allowed as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:

1. Conditional Use Permit is required for placement of all storage units/shipping containers within the following districts: R-1, R-2, R-3, R-4 and RR-1.
2. Containers may not exceed 46 feet in length and 10 feet in height
3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

C. Temporary placement of storage containers within Conditional Use Areas are allowed through written approval of the Designated Zoning Official as long as they are not used for dwelling purposes for:

1. the purpose of moving household contents in to or out of a house are allowed for up to 30 days in any 12-month period and can only be on the property or driveway.
2. the purpose of construction projects are allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:
 - a. The storage unit/shipping container is located on a site with an active building permit
 - b. The storage container is necessary part of the construction process
 - c. Not be allowed in public right-of-way
 - d. Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.

Section two. That section 11-10-5 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 11-10-4 **5.** - Water Run-Off.

There shall be no water run-off on an adjacent property caused by an accessory building structure. Side gutters may be required by the designated Zoning Administrator.

Section three. That section 11-10-6 of the Code of Ordinances of the City of Truth or Consequences be amended so that such section shall read as follows:

Sec. 11-10-~~5~~ **6.** - Use.

An accessory building shall not be used for commercial or dwelling purposes unless approved by the City ~~for Home Occupation uses.~~ **by Sec. 11-5-6. - Special Use Permit.**

Section three. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section four. This Ordinance shall take effect on the 15th day of August 2022.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 10th day of August, 2022.

Amanda Forrister, Mayor

ATTEST:

ANGELA TORRES – City Clerk

ARTICLE X. - ACCESSORY BUILDINGS

Sec. 11-10-1. - Accessory Building.

A subordinate building, the use of which is incidental to and located on the same lot with the ~~principle~~principal building. An accessory building shall not exceed one-fourth ($\frac{1}{4}$) of the use or area of the main business or building.

Sec. 11-10-2. - Temporary Accessory Building.

A maximum of one (1) temporary building which is not attached permanently to a foundation and that does not exceed a maximum of one hundred twenty (120) square feet in gross floor area, and ten (10) feet in height shall be permitted as an accessory building on a lot, provided it is located in the rear yard, and provided such building shall be secured to the ground in a manner approved by the designated Zoning Administrator.

Sec. 11-10-3. - Permanent Accessory Building.

Permanent accessory buildings and structures shall be permanently attached to a slab or foundation and shall be subject to the following provisions:

- A. *Height:* A maximum height of fifteen (15) feet is permitted.
- B. *Accessory Use or Structure:* A subordinate use or structure customarily incidental to and located on the same lot with the principal use or building, and shall not occupy more than thirty percent (30%) of the rear yard.
- C. *Set-back Requirements (All Districts):*
 1. *Interior lot:* No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards.
 2. *Lots with more than one street frontage:* No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
 3. *Permanent Accessory Building, Setback Requirements:* Open-sided carports may be adjacent to main use or structures and no closer than five (5) feet from property lines in yards other than the primary front yard. Such carports may not encroach in the clear-sight triangle.

Sec. 11-10-4 – Storage Units/Shipping Containers

The regulation of storage units/shipping containers within the city limits of the City of Truth or Consequences shall be controlled by and shall conform to the regulations prescribed in this section. A storage unit/shipping container means a unit originally or specifically designed or used to store goods or merchandise during shipping or hauling by container ships, rail, commercial trucks, or other types of transportation.

- A. Placement of storage units/shipping containers within C-1, M-1 and T-1 districts are permitted as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:

1. Conditional Use Permit is required for placement of all storage units/shipping containers within the boundaries of the Metropolitan Redevelopment Area (MRA) and Historic MainStreet District Area defined in the Downtown Master Plan.
2. Containers may not exceed 46 feet in length and 10 feet in height

3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

B. Placement of storage units/shipping containers within Residential Districts is allowed as accessory storage units as long as they are not used for dwelling purposes and with the following exceptions:

1. Conditional Use Permit is required for placement of all storage units/shipping containers within the following districts: R-1, R-2, R-3, R-4 and RR-1.
2. Containers may not exceed 46 feet in length and 10 feet in height
3. Must be a subordinate use or structure customarily incidental to and located on the same lot with the principal use or building
4. Interior lot: No less than ten (10) feet from main use or structure and in conformance with the front setback for that district and no less than five (5) feet from the property lines of side and rear yards
5. Lots with more than one street frontage: No less than ten (10) feet from main use or structure, and no less than five (5) feet from the property line of yards without street frontage.
6. May not encroach in the clear-sight triangle.
7. Shall not create an unsanitary or hazardous premises as outlined in Sec 6-74 and 6-75.

C. Temporary placement of storage units/shipping containers within Conditional Use Areas are allowed through written approval of the Designated Zoning Official as long as they are:

1. Not used for dwelling purposes
2. For the purpose of moving household contents in to or out of a house; will be allowed for up to 30 days in any 12-month period and can only be on the property or driveway in a location approved/designated by the Zoning Official.
3. For the purpose of construction projects; will be allowed up to 3 months in any 12-month period from the time it's put on the construction site. The designated zoning official or designee may grant an extension but only if it is determined that:

- a) The storage unit/shipping container is located on a site with an active building permit
- b) The storage container is necessary part of the construction process
- c) Not be allowed in public right-of-way and in a location approved/designated by the Zoning Official.
- d) Construction is moving forward in a timely manner and in accordance with generally accepted industry standards.

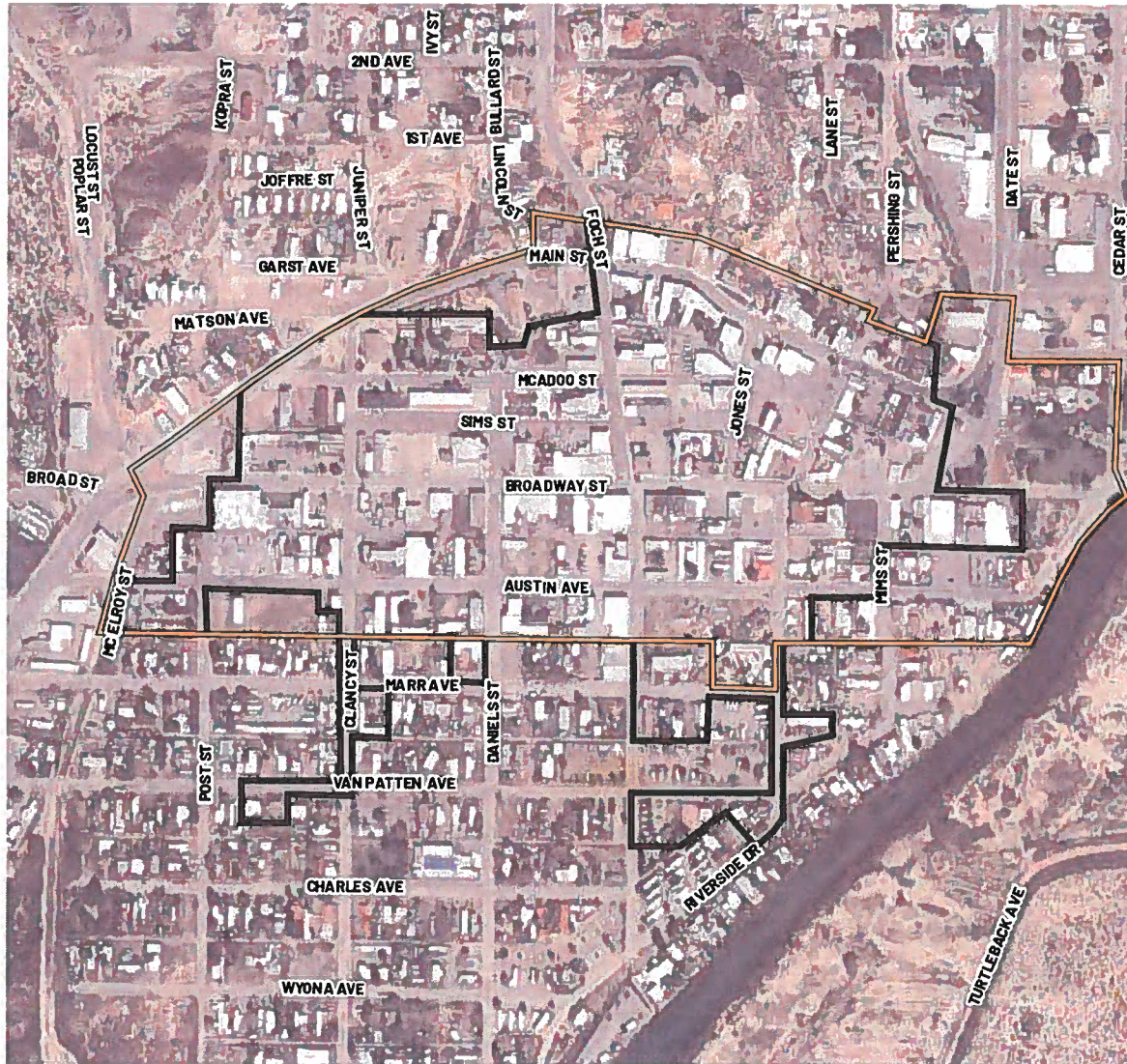
Sec. 11-10-4 5. - Water Run-Off.

There shall be no water run-off on an adjacent property caused by an accessory building structure. Side gutters may be required by the designated Zoning Administrator.

Sec. 11-10-5 6. - Use.

An accessory building shall not be used for commercial or dwelling purposes unless approved by the City ~~for Home Occupation uses.~~ **by Sec. 11-5-6. - Special Use Permit.**

HOT SPRINGS BATHHOUSE AND COMMERCIAL HISTORIC DISTRICT



LOCATION: Truth or Consequence

BOUNDARY TYPE: Historic

ACRES: 60 (approx.)

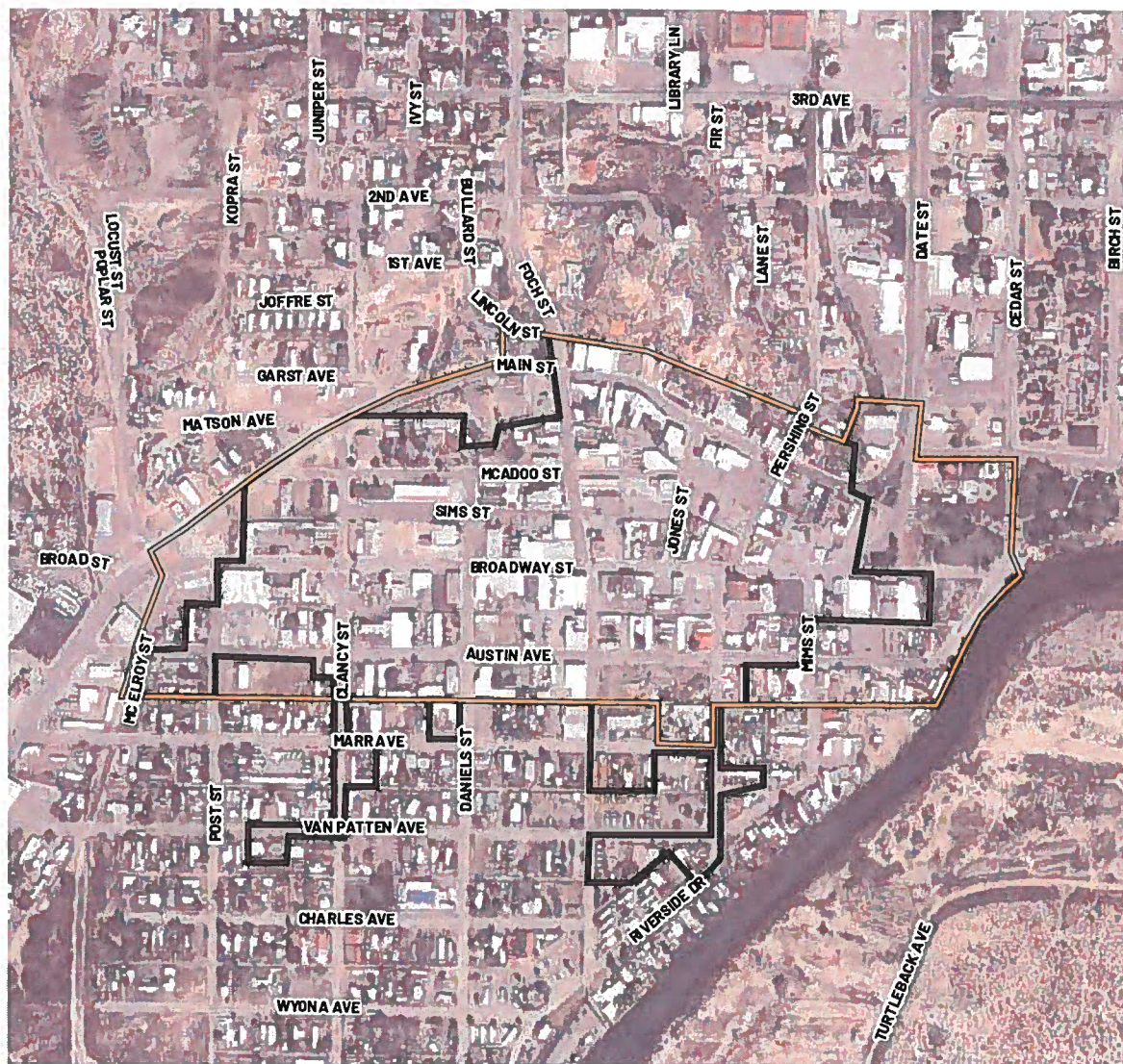
BOUNDARY TYPE

-  Metropolitan Redevelopment Area
-  MainStreet District
-  Arts and Cultural District
-  Historic District



0 170 340 680 Feet

T OR C MAINSTREET AND MRA DISTRICT



LOCATION: Truth or Consequence

BOUNDARY TYPE: MainStreet

ACRES: 73 (approx.)

BOUNDARY TYPE

-  Metropolitan Redevelopment Area
-  MainStreet District
-  Arts and Cultural District
-  Historic District



0 195 390 780 Feet

Sec. 11-5-3. - Conditional Use Permit.

A permit may be authorized by the Planning and Zoning Commission for uses stipulated as conditional within specific Districts and as presented in Article IX of this Code.

A. *Provisions for conditional use.*

1. The use must be desirable or essential to the public welfare, safety, health, morals or convenience of the residents in that District.
2. The use must be compatible to the existing uses in that District.
3. The use may be important to the development of an undeveloped area.
4. The applicant shall notify all property owners of his/her intent in a manner specified in Section 11-7-2 and shall be subject to a public hearing as specified therein.

B. *Fee.* A non-refundable application as set by City Commission Resolution must accompany each application.

C. *Submission requirements.* The application for a conditional use permit shall be in the format stipulated by the City and shall contain plans and other information as required by the City. The completed application for a conditional use permit,, shall be submitted to the City Clerk for placement upon the agenda of the Planning and Zoning Commission.

D. *Review.* A conditional use permit shall be subject to review on each annual anniversary following its approval. If it is determined from the review that the current use is significantly different or larger in scale than that originally approved, the conditional use permit may be revoked by the Planning and Zoning Commission.

E. *Transferal.* Conditional use permits shall not be transferable from location to location, building owner to building owner, or applicant to other party.

Sec. 11-5-6. - Special Use Permit.

A special use permit may be authorized by the City Commission after hearing the recommendation of the Planning and Zoning Commission. A special use permit is required for a special land use, which is not permitted by right within the District wherein it is requested.

A. *Provisions for special use permit.*

1. In making a decision on a Special Use Permit, the Planning and Zoning Commission and the City Commission shall review the following factors and accord each factor the necessary weight on a case-by-case basis.
 - a. The increase in congestion of streets and other rights-of-way;
 - b. Diminishment of safety from fire, panic and other dangers;
 - c. Diminishment to the health and general welfare of the public;
 - d. Degradation of light and air for all properties in the immediate area of the proposed Permit; increases of overcrowding of land and undue concentrations of populations;
 - e. Adverse affects on provisions for transportation, water, sewer, schools, parks and other public facilities or increases in the effects of natural hazards;
 - f. Increases or facilitation of the unlawful use of structures, buildings or land; and
 - g. Promote the use or waste of energy in the use of structures, buildings, and land.
2. Special Use Permits shall not be granted in such cases where the use will result in negative impacts, which substantially outweigh the positive impacts of the purposed use.

- B. *Fee.* A non-refundable application fee to be set by City Commission Resolution must accompany each application.
- C. *Submission requirements.* The application for a special use permit shall be in the format stipulated by the City. There shall be a comprehensive statement included with each application indicating in detail the reason for the request, the purpose and proposed use of the property, all improvements to be made, and a site plan including the following:
1. Location of existing and proposed structures including the dimensions of setbacks;
 2. Existing and proposed vehicular circulation systems, including parking areas, storage areas, service areas, loading areas, and major points of access, including street pavement width and right-of-way;
 3. Location and treatment of open spaces including landscaping plan and schedule;
 4. Lighting;
 5. Signage;

A drainage plan, site plan and grading plan shall be required for all developments exceeding one (1) acre and to all new and all re-development within the C-1 and M-1 Planning and Zoning Districts, to all manufactured home parks, manufactured home subdivisions, recreational vehicle parks, and to all special and conditional uses in other Districts. For lesser developments when the designated Zoning Administrator determines said plans to be necessary, the designated Zoning Administrator shall so inform the applicant prior to accepting an application.

- D. *Public hearing and notice procedure.* A public hearing shall be held by the Planning and Zoning Commission for all special use permits. All property owners shall be notified in accordance with the provisions of Article 7 of this Code.
- E. *Review and approval.* The City Commission may deny special use permits, or may grant final approval in accord with certain conditions, with right of appeal in accordance with Article VII of this Code. Approval may also be granted with additional conditions imposed, which are deemed necessary to insure that the purpose and intent of this Code is met and to protect and provide safeguards for persons and property in the vicinity.
- F. *Time limitation and revocation.* If a special use is not initiated within one (1) year following approval or if a special use is discontinued for a period of one (1) year, said permit shall be automatically revoked. The City Commission may impose a different time limitation on a special use permit. All improvements shall be in accord with the development standards of the District except as otherwise authorized by the special use permit. Significant variation from the approved special use and related improvements shall result in the automatic revocation of the special use permit.
- G. *Re-submittal of application for special use permit.* Application for a special use permit shall not be resubmitted or reconsidered for a period of one (1) year after it has been acted upon by the City Commission except that an application may be made for a different special use permit on the same parcel of land six (6) months after such previous action has been taken.
- H. *Special use.* Special uses shall not be considered a District boundary change.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: G.2

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project

DEPARTMENT: City Manager's Office

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

This is publication of Ordinance No. 736 repealing Ordinance No. 677 pertaining to the Truth or Consequences Brewing Company Local Economic Development Project.

Recommendation:

Final Adoption of Ordinance

Attachments:

- Ordinance No. 736
- -

Fiscal Impact (Finance): N/A

-

Legal Review (City Attorney): Yes

-

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. 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 8-10-2022

ORDINANCE NO. 736

AN ORDINANCE REPEALING ORDINANCE NO. 677, TITLED AN ORDINANCE APPROVING PROPOSAL OF TRUTH OR CONSEQUENCES BREWING COMPANY FOR AN ECONOMIC DEVELOPMENT PROJECT

WHEREAS, the City of Truth or Consequences (the “City”), acting through its Board of City Commissioners is a New Mexico municipality duly organized and existing under the laws of the State of New Mexico (the “State”); and

WHEREAS, Article 9, section 14 of the State Constitution permits political subdivisions, such as municipalities, to create new job opportunities by providing land, buildings, or infrastructures for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-17 NMSA 1978 (the “Act”), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan, and has approved by a second ordinance an application for a project in keeping with such plan: and

WHEREAS, in January 2016, pursuant to City Ordinance No. 668 (the “Economic Development Plan Ordinance”), the City established the City’s Economic Development Plan (the “Plan”), as the City Economic Development Plan, as required by Section 5-10-6, NMSA 1978; and

WHEREAS, as provided in the City’s Economic Development Plan Ordinance, the City considered an application from Truth or Consequences Brewing Company, which proposed that the City serve as the local government conduit for an appropriation up to \$125,000 from the Legislature of the State of New Mexico (the “LEDA Funds”) to Truth or Consequences Brewing Company, for the purpose of establishing a brewery on property located at 410 N. Broadway in the City of Truth or Consequences, New Mexico; and

WHEREAS, Truth or Consequences Brewing Company, was able to complete the Job Target requirements for the Project Participation Agreement (PPA) attached hereto; and

WHEREAS, the City has remitted to Truth or Consequences Brewing Company the \$125,000 based upon expenditures Truth or Consequences Brewing Company has made and jobs created; and

WHEREAS, Section 6 (Termination) of Ordinance No. 677 provides that termination of the Project that is the subject of Ordinance No. 677 shall be by ordinance; and

WHEREAS, the New Mexico Economic Development Department and Truth or Consequences Brewing Company concur with the repeal of Ordinance No. 677.

NOW, THEREFORE, BE IT ORDERED, the Board of the City of Truth or Consequences Commission hereby repeals ordinance No. 677; and

BE IT FURTHER ORDERED, the Board of the City of Truth or Consequences Commission hereby terminates its Intergovernmental Agreement pertaining to the Project by and between the New Mexico Economic Development Department and the City, and terminates the Project Participation Agreement by and between the City and Truth or Consequences Brewing Company, both of which were approved on March 19th, 2017.

PASSED, APPROVED AND ADPOTED this 27 day of July, 2022.

CITY OF TRUTH OR CONSEQUENCES COMMISSION, NEW MEXICO

By: _____
Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: G.3

SUBJECT: Public Hearing/Discussion/Action: Approval to Submit USDA/RUS Funding Applications for Police Department vehicles and equipment needs and Authorization and Approval for City Manager and/or Mayor to Execute, Sign and Submit Required and Requested Documents Related to the USDA/RUS Applications for Federal Assistance

DEPARTMENT: Community Development

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: Traci Alvarez

WHO WILL PRESENT THE ITEM: Assistant City Manager Traci Alvarez

Summary/Background:

This is the same grant/loan program that was used for the new street sweeper, front end loader, police vehicles, electric reel trailer, backhoe, skid steer, various parks equipment, Kubota and landscape trailer.

Recommendation:

Approve application submission and authorize signatory authority.

Attachments:

- Public Hearing Notice
- Application

Fiscal Impact (Finance): Yes

55% Grant – 45% Match Estimated \$150,000.00 total application amount

Legal Review (City Attorney): Yes

-

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 8-10-2022

*Amanda Forrister
Mayor*

*Rolf Hechler
Mayor Pro-Tem*

*Merry Jo Fahl
Commissioner*



*Destiny Mitchell
Commissioner*

*Shelly Harrelson
Commissioner*

*Bruce Swingle
City Manager*

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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City of Truth or Consequences City Commission will hold a Public Hearing during their Regular Meeting scheduled on Wednesday, August 10, 2022 to receive input regarding the following:

Public Hearing/Discussion/Action: The City of Truth or Consequences will file an application with the USDA Rural Development Community Facilities Grant Application for financial assistance for Police Department vehicle and equipment needs.

The regular scheduled meeting will be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico starting at 9:00 a.m.

Should you have any questions regarding this Public Hearing, please contact our Assistant City Manager Traci Alvarez at (575) 952-0565, or by email to talvarez@torcnm.org.

The agenda may be obtained on Friday, August 5, 2022 on the city website calendar at www.torcnm.org; by contacting the City Clerk's Office at 575-894-6673; or by email to: torcclerk@torcnm.org.

/s/ Angela A. Torres, CMC, City Clerk

Publish on the following date:

- Sentinel– Friday, July 15, 2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☒ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

*** 5b. Federal Award Identifier:**

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Truth or Consequences

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

85-6000144

*** c. Organizational DUNS:**

928670561

d. Address:

*** Street 1:**

505 Sims Street

Street 2:

*** City:**

Truth or Consequences

County/Parish:

Sierra

*** State:**

New Mexico

Province

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

87901

e. Organizational Unit:

Department Name:

Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Traci

Middle Name:

*** Last Name:**

Alvarez

Suffix:

Title:

Assistant City Manager

Organizational Affiliation:

City of Truth or Consequences

*** Telephone Number:**

(575) 894-6673

Fax Number:

(575) 894-6690

*** Email:**

talvarez@torcnm.org

Application for Federal Assistance SF-424

9. Type of Applicant I - Select Applicant Type:

Public Body Municipality

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities

* 12. Funding Opportunity Number:

CFDirectNM2020,

* Title:

Community Facilities Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Sierra County

Add Attachments

Delete Attachments

View Attachments

* 15. Descriptive Title of Applicant's Project:

Police Vehicles and equipment

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

NM-2

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments

Delete Attachments

View Attachments

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

\$82,500.00

* b. Applicant

\$67,500.00

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

\$150,000.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)

☐ Yes

☒ No

If "Yes, provide explanation and attach.

Add Attachments

Delete Attachments

View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Bruce

Middle Name:

* Last Name:

Swingle

Suffix:

* Title:

City Manager

* Telephone Number:

(575) 894-6673

Fax Number:

(575) 894-6690

* Email:

bswingle@torcnm.org

* Signature of Authorized Representative:

* Date Signed:



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: H.1

SUBJECT: Resolution No. 08 22/23 in support of the Infrastructure Capital Improvement Plan (ICIP) for the Sierra Joint Office on Aging (SJOA).

DEPARTMENT: Sierra Joint Office on Aging - Ken James Senior Center

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: Lisa Mattingly

WHO WILL PRESENT THE ITEM: Crystal Walton

Summary/Background:

This is to support the ranked SJOA ICIP projects 2024-2028.

Recommendation:

Support of the SJOA ICIP projects and ranking for the Ken James Senior Center.

Attachments:

SJOA ICIP Project List

Resolution No. 08 22/23

Fiscal Impact (Finance): TBD

City of Truth or Consequences will be listed as Fiscal Agent for awarded projects.

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 8-10-2022

Appendix II: Resolution Template

County, Municipality/Tribal Government/Special District of

City of Truth or Consequences

COUNTY OF SIERRA

Resolution No. 08 22/23

A RESOLUTION ADOPTING THE FY 2024-2028 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- WHEREAS, the City of Truth or Consequences of Truth or Consequences recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE City of Truth or Consequences that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2024-2028 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 08 22/23.

PASSED, APPROVED and ADOPTED by the governing body at its meeting of August 10, 2022

Mayor/County Commission Chair/Board Chair

ATTEST:

Municipal/County Clerk/Other Testator

Infrastructure Capital Improvement Plan F2024-2028

Sierra Joint Office on Aging (Ken James Sr Ctr) Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2024	2025	2026	2027	2028	Total Project Cost	Amount Not Yet Funded	Phases?
33323	2024	001	Senior Wheelchair Access PSGR Van	Vehicles - Senior Facility Vehicle	58,414	33,676	0	0	0	0	92,090	33,676	No
33322	2024	002	Replace Senior Meal Delivery Truck #3	Vehicles - Senior Facility Vehicle	47,000	11,000	0	0	0	0	58,000	11,000	No
33329	2024	003	Remodel Senior Center Restrooms	Facilities - Senior Facilities	0	53,000	0	0	0	0	53,000	53,000	No
33319	2024	004	Replace Senior Transport PSGR Van 01	Vehicles - Senior Facility Vehicle	0	39,000	0	0	0	0	39,000	39,000	No
33330	2024	005	Replace Senior Center windows	Facilities - Senior Facilities	0	42,000	0	0	0	0	42,000	42,000	No
33313	2024	006	Replace Senior Center Front Entrance	Facilities - Senior Facilities	0	16,500	0	0	0	0	16,500	16,500	No
Number of projects:					6								
					Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:	
Grand Totals					105,414	195,176	0	0	0	0	300,590	195,176	



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: H.2

SUBJECT: Publication of Ordinance No. 737 amending Sections 7-106 through Section 7-114 of our Municipal Code of Ordinances pertaining to Rental Spaces and Licensure.

DEPARTMENT: City Manager

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: City Clerk Torres

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

Summary/Background:

Staff wishes to amend the code to include a section that requires all Flea Markets and rental spaces within the municipality to acquire a city business license.

Recommendation:

Approval of Publication.

Attachments:

- Proposed Ordinance No. 737
- -

Fiscal Impact (Finance): Unknown

-

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. 737

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 8-10-2022

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 737

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING SECTIONS 7-106 THROUGH 7-114 PERTAINING TO RENTAL SPACES AND LICENSURE

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

Article V. FLEA MARKETS shall be amended in its entirety to read as follows:

Article V. ~~FLEA MARKETS~~ RENTAL SPACES AND LICENSURE

Sec. 7-106. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Farmers' market means a market at which local farmers or sellers sell fruit, vegetables, meat, cheese, and bakery goods, and items that are recognized by the New Mexico Farmers Market Association directly to consumers.

Flea market means a market place, indoors or out-of-doors, where new or used personal property, merchandise, or items of all kinds are displayed, offered for sale, sold or exchanged from individual locations, including but not limited to spaces, lots, booths, vehicles, or other areas, with each location being operated independently from other locations.

~~Flea market operator means the owner or proprietor of a flea market.~~

~~Flea market Seller~~ means a person, firm or corporation selling items or offering items for sale, ~~at a flea market.~~

~~(Code 1962, § 5-1-6(A))~~

Sec. 7-107. - Renting space to sellers:

~~(a)~~

~~License required. No person shall operate the business of renting space or allocating space to flea market sellers without first obtaining a license therefor. Applications for licenses shall be made to the City Clerk, on forms to be provided by the City Clerk.~~

~~(a) License required. A flea or farmers' market operator shall obtain a business license when operating a business of renting space or allocating space to sellers and therefor shall comply with all city zoning requirements including any required inspections or approvals. Applications for licenses shall be made to the City Clerk, on forms to be provided by the City Clerk.~~

~~One license shall be required for each market space or booth, but the individual flea market sellers shall not be required to obtain a license or pay a business registration fee so long as~~

the person operating the business of renting space or allocating space to flea market sellers has complied with this section. The fee for each such space shall be \$25.00 per year in addition to the business registration fee paid by the person operating the business of renting or allocating space to flea market sellers.

- (b) Each individual flea market seller shall be required to obtain a business license.
- (c) Sellers at a 1) farmer's market, 2) the Truth or Consequences Annual Fiesta, or 3) any City Commission recognized public activity or event are not required to obtain an individual business license as long as they are participating in the qualified activity or event. In such cases, the event sponsor may obtain one permit by paying the fee set by resolution, and such permit will cover all of the sellers invited by them who are occupying a booth provided or space reserved. If a farmer's market seller, or other seller is not participating in the farmer's market or City Commission recognized public activity or event they shall be required to obtain a business license.

The fee for each such space shall be \$25.00 per year in addition to the business registration fee paid by the person operating the business of renting or allocating space to flea market sellers.

- (d) The fee for business license is set by resolution as noted in Section 7-32, as amended in Ordinance 727.

Exceptions. This section shall not apply to locally recognized civic organizations, churches, museums, or other nonprofit organizations which operate arts and crafts fairs, sales, rummage sales, or other such functions from time to time and are not regularly engaged in the business of conducting such activities. Further, this section shall not apply to activities or public celebrations recognized in advance by the City Commission, such as but not limited to vendors invited by the Truth or Consequences Sierra County Chamber of Commerce to occupy booths provided by them during the annual Fiesta. In such cases, the Chamber of Commerce or other qualified organization may obtain one permit by paying the \$25.00 fee, and such permit will cover all of the vendors invited by them who are occupying a booth provided or space reserved by such organization.

- (e) Exceptions. This section shall not apply to locally recognized civic organizations, churches, museums, private premises or other nonprofit organizations, which operate public arts and crafts fairs, yard or rummage sales, or other such functions from time to time and are not regularly engaged in the business of conducting such activities.

- Records to be kept by licensee. Each person required by this article to obtain a license shall keep accurate records of the names and addresses of each flea market seller, together with a brief description of the type of merchandise offered for sale by that seller.
- (f) Records to be kept by licensee. Each person required by this article to obtain a license shall keep accurate records of their license or the names and addresses of each flea market

seller, together with a brief description of the type of merchandise offered for sale by that seller.

Sec. 7-108. - Secondhand stores ~~excepted~~.

~~A~~ No person having a license as a secondhand store shall be required to obtain a license under this section.

~~(Code 1962, § 5-1-6(E))~~

Sec. 7-109. - More than one market.

~~Any person renting or allocating space to flea market sellers in more than one place of business shall be required to obtain a license for each place of business , provided that one license shall be adequate for locations that are on the same lot, adjacent lots, or lots separated only by an alley.~~

~~(Code 1962, § 5-1-6(F))~~

Any person renting or allocating space to sellers in more than one place of business shall be required to obtain a license for each place of business , provided that one license shall be adequate for locations that are on the same lot, adjacent lots, or lots separated only by an alley.

Sec. 7-110. - Camping prohibited.

~~Temporary or overnight camping, lodging, or staying by flea market sellers or customers is prohibited unless accommodations are provided therefor, pursuant to the standards for recreational vehicle parks.~~

Temporary or overnight camping, or lodging, by sellers or customers is prohibited unless accommodations are provided therefor, pursuant to the standards for recreational vehicle parks or as authorized by the City Manager or designee for City Commission public events or activities.

~~(Code 1962, § 5-1-6(G))~~

Sec. 7-111. - Purchases from children regulated.

~~No flea market seller shall purchase any personal property, item, merchandise, used household item, antique, or used article whatsoever from any person under the age of 18 years, unless such person is accompanied.~~

~~(Code 1962, § 5-1-6(H))~~

No seller shall purchase any personal property, item, merchandise, used household item, antique, or used article whatsoever from any person under the age of 18 years, unless such person is accompanied by the person's parent or guardian.

Sec. 7-112. - Customer parking.

Each applicant for a flea market license shall furnish the City Clerk with evidence of not fewer than two offstreet parking spaces to accommodate each flea market seller's customers in addition to the normal onstreet parking capability available in street frontage of the building or open space used in connection with the flea market.

~~(Code 1962, § 5-1-6(I))~~

Sec. 7-1123. -Sanitary facilities and food service. Public selling of food or drinks

~~Each applicant for a flea market license shall provide the City Clerk with a certificate, permit, or other approval from the New Mexico Environmental Improvement Division evidencing the availability of restroom facilities and, in addition, potable water and handwashing facilities provided by the applicant if food service of any kind is to be provided in the flea market area or facility.~~

~~(Code 1962, § 5-1-6(J))~~

Sellers offering food or drink products for public consumption shall provide the City Clerk as part of their business application with a certificate, permit, or other approval verifying their compliance with the New Mexico Environmental Department. Food or drink sellers participating at a 1) Farmers' market, 2) the Truth or Consequences Annual Fiesta, or 3) any other City Commission recognized public activity or event shall provide proof of New Mexico Environmental Department compliance to the activity or event sponsor, so that the ponsor can include such documentation in the business license application.

~~Sec. 7-114. -Zones.~~

~~Licenses for flea markets may be approved only for areas zoned commercial.~~

~~(Code 1962, § 5-1-6(K))~~

Sec. 7-1135. - Taxes.

~~Each flea market operator shall be and is hereby made responsible for requiring each flea market seller to be licensed in New Mexico pursuant to the law and the regulations of the New Mexico Taxation and Revenue Department.~~

~~(Code 1962, § 5-1-6(L))~~

Each seller and/or operator shall be individually responsible for being licensing and compliance pursuant to the law and the regulations of the New Mexico Taxation and Revenue Department and the Internal Revenue Service.

Sec. 7-11~~46~~. - Penalty for violation of article.

~~Any person violating any provision of this article shall be fined not more than \$300.00 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.~~

~~(Code 1962, § 5-1-6(M))~~

Any person violating any provision of this article shall be subject to penalties as prescribed in Section 1-10 for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Secs. 7-11~~57~~—7-135. - Reserved

Section 1. All Ordinances or Resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This Repealer shall not be construed to revive any Ordinance or Resolution or part thereof, heretofore repealed.

Section 2. This Ordinance shall take effect on the ____ day of _____ 2022.

PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this ____ day of _____, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: H.3

SUBJECT: Publication of Ordinance No. 738 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-53 regulating the use of BB or pellet guns.

DEPARTMENT: City Manager

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: City Clerk Torres

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

Summary/Background:

This proposed ordinance pertains to regulating the use of BB or Pellet Guns within the Municipality.

Recommendation:

Approval of Publication.

Attachments:

- Proposed Ordinance No. 738
- -

Fiscal Impact (Finance): Unknown

-

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. 738

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 8-10-2022

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 738

AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY ADDING A SECTION 8-53 REGULATING THE USE OF BB OR PELLET GUNS

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

Section one. That section 8-53 of the Code of Ordinances of the City of Truth or Consequences
be added so that such section shall read as follows:

SEC. 8-53. – REGULATING THE USE OF BB OR PELLET GUNS

A. BB OR PELLET GUN DEFINED

BB or Pellet Gun shall be defined as any instrument, whether or not designed as a pistol
or rifle, which by reason of its mechanical construction, enables the propelling by force
of compressed air or any other means of BB's, pellets or other metal or hard substance.

B. DISCHARGING LOADED BB OR PELLET GUNS UNLAWFUL.

No person shall discharge or shoot any BB or pellet gun of any description, by whatever
name it may be known, that by means of compressed air, compressed gas, springs or any
other means of propulsion is capable of discharging shots, pellets or any other projectiles.

C. EXCEPTION

Subsection B shall not apply to shooting ranges or on private grounds or premises under
circumstances when the BB or pellet gun can be fired, discharged or operated in a manner
such as not to endanger persons or property, and also in such manner as to prevent the
projectile from striking any property or traveling past space outside the limits of such
ranges, grounds or premises.

Section two. Effective date. The provisions of this Amended Ordinance shall become effective
_____.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF
TRUTH OR CONSEQUENCES this ___ day of _____ 2022.**

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: H.4

SUBJECT: Publication of Ordinance No. 739 amending the City of Truth or Consequences Municipal Code of Ordinances, by adding a section 8-149 of the code pertaining to closing of certain City Parks and Properties.

DEPARTMENT: City Manager

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: City Clerk Torres

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

Summary/Background:

This proposed ordinance pertains to the closing hours of certain City Parks and Properties.

Recommendation:

Approval of Publication.

Attachments:

- Proposed Ordinance No. 739
- -

Fiscal Impact (Finance): Unknown

-

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. 739

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 8-10-2022

CITY OF TRUTH OR CONSEQUENCES

ORDINANCE 739

**AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES
MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 8-149 OF THE
CODE PERTAINING TO CLOSING OF CERTAIN CITY PARKS AND PROPERTIES**

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

Section one. That section 8-149 of the Code of Ordinances of the City of Truth or
Consequences be amended so that such section shall read as follows:

SEC. 8-149. – Closing of certain city parks and properties.

Designated city parks and properties such as Ralph Edwards Park including Fish Pond Area,
Rotary Park, Family Park, Children’s Memorial Park, Louis Armijo Sports Complex, Carole
Wheeler Dog Park, J.A. Hodges Pool Park, Gene Speer Tennis Complex, Punk Greer Rodeo
Arena, Adobe Hills Shooting Range, and the Municipal Golf Course shall be closed every day
from 10:00 p.m. through 5:00 a.m. No person or vehicle shall enter, remain on, stay or loiter on
these designated city parks or properties between the period commencing at 10:00 p.m. on any
day and ending at 5:00 a.m., except by special written permission authorized by the City
Manager and/or Rental Agreement for prior approved public and private events. It shall be
unlawful for any person or persons to occupy or be present in said park during any hours in
which the park is not open to the public.

(Ord. No. 445, § 1, 4-28-97)

Section two. Effective date. The provisions of this Amended Ordinance shall become effective
_____.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF
TRUTH OR CONSEQUENCES this ____ day of _____ 2022.**

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.1

SUBJECT: Review and approval of the Junior Bill Appropriation for the SJOA.

DEPARTMENT: Community Development

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Traci Alvarez, Assistant City Manager

Summary/Background:

Review and approve Junior Bill Appropriation for SJOA.

Recommendation:

Approve the Junior Bill Appropriation for the SJOA.

Attachments:

- Junior Bill Agreement
- -

Fiscal Impact (Finance): Yes

\$35,000.00 with full reimbursement

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 8-10-22

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement

APPROPRIATION RECIPIENT: City of Truth or Consequences/Sierra Joint Office on Aging

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
6510000000	\$35,000	June 30, 2023

APPROPRIATION LANGUAGE
For senior meal sites

Grant funds unexpended by June 30, 2023, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the ALTSD Exhibit A: Request for Payment Form, along with supporting document(s) that evidence the expenses to be reimbursed. The ALTSD will review these documents to ensure all reimbursed expenses reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date.

CERTIFICATION

I hereby certify that :

1. Shall only use the appropriation funds to carry out or perform activities described in appropriation language.
2. Shall comply with the State Procurement Code and the execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Shall ensure that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Shall follow the procedure described in "Appropriation Reimbursement" section for reimbursement of appropriated funds.

Entity

Date

Entity

Date

APPROVAL

In accordance with the authority conferred on the Aging & Long-Term Services Department by the statute appropriating these funds, I hereby approve this certification for appropriation number XXXX in the amount of .

ALTSD Agency

Date

Aging & Long-Term Services Department (ALTSD)
Junior Bill Appropriations Agreement
Request for Payment
Form
Exhibit A

I. Entity Information

(Make sure information is complete & accurate)

A. Entity: _____
B. Address: _____
(Complete Mailing, Including Suite, if applicable)

City, State, Zip
C. Phone No: _____
D. Project No: _____
E. Project Title: _____
F. Appropriation Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Project Amount: _____
C. Funds Requested to Date: _____
D. Amount Requested this Payment: _____
E. Project Balance: _____
F. Project Balance: _____

III. Fiscal Year : _____ **2021 (July 1, 2021 - June 30, 2022)**

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Entity Fiscal Officer
or **Fiscal Agent** (if applicable)

Entity Representative

Printed Name

Date: _____

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.2

SUBJECT: Chamber of Commerce Lodger's Tax Contract Extension Letter

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 26, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval to extend the lodger's tax contract from FY 21-23 in order to finish project.

Recommendation:

LTAB recommends approval.

Attachments:

- Extension Letter

Fiscal Impact (Finance): N/A

\$17,040.00

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 8-10-2022

***Amanda Forrister
Mayor***

***Rolf Hechler
Mayor Pro-Tem***

***Merry Jo Fahl
Commissioner***



***Destiny Mitchell
Commissioner***

***Shelly Harrelson
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***

August 10, 2022

Chamber of Commerce
Lodger's Tax Funding

RE: Extension of Contract

To Whom It May Concern,

The City would like to extend the contract that was executed in FY 2021/2022 in order to complete the project in the remaining amount of \$17,040.00. If this is acceptable, please acknowledge by signing below and returning this letter to our office. Please retain a copy for your records.

Sincerely,

Bruce Swingle
City Manager

Authorized Representative

Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.3

SUBJECT: Review, Approve and/or Allocate Funds for MainStreet Truth or Consequences

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 26, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of MainStreet application for funding for Hot Springs District Mural to be designed and painted on the side of Bullock's Grocery Store.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- MainStreet Application
- Contract

Fiscal Impact (Finance): N/A

\$4,600.00

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 8-10-2022

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **MAINSTREET TRUTH OR CONSEQUENCES (Hot Springs District Mural)** herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$4,600.00** to the Contractor beginning on August 10, 2022 through May 26, 2023.
2. **The Contractor shall:**
 - a. 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.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording **“PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX”** and include the City of Truth or Consequences logo. In the case of radio advertising, the verbiage “Paid in part by Truth or Consequences Lodgers” must be included.
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodger’s Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.

- b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than May 26, 2023. The City Manager's Office will review and consider all submitted invoices before June 30, 2023.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
 11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
 12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
 14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. Third Party Rights: The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. Captions and Headings: The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. Severability: If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. Venue: All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. Attorney Fees: In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. Authority to Sign Agreement: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Carol Kirkpatrick, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2022

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



RECEIVED JUL 11 2022

2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Main Street Truth or Consequences
Project/Event Name	Hot Springs District Mural
Event Date(s) and Location (if applicable)	Spring 2022
Event Organizer & Title within Organization (if applicable)	Moshe Koenick
Phone Number of Organizer	
Email of Organizer	
Organization Address	
Organization's Contact Person (If different than event organizer)	Kari Fresquez
Contact Phone and Email for Organization's Contact Person	575-322-2905 Kari_fresquez@hotmail.com

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	\$4,600
Anticipated Attendance (not including volunteers/staff):	10,000+ per year

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

No

How many times has your event occurred? List previous events years. If new, indicate "new":

New

1. Define/Describe the overall project/event (what is happening at the event?): __

Mural Design \$1,200

Approx 12' h x 36" w mural materials and labor \$3,400

2. Who is your target audience for your project/event and advertising (who do you want to attend?)

All Visitors to the downtown District of Truth or Consequences. Mural is to inform visitors that they are in the historic Hot Springs district while showcasing images of hot springs spas and other attractions. Mural will inform visitors that we have hot springs and get them to research further but will also be an attraction itself and will be photographed and shared via social media due to its design, size and subject matter

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

N/A

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

N/A

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:

Unique trackable URL in mural pointing to <https://sierracountynewmexico.info/attractions/truth-or-consequences-hot-springs/>

6. How many Facebook followers do you have for this event page or organization page (for a project)? _____ 4.5k _____ Instagram followers? _____ 459 _____

8. If you are asking for funding for an existing website, be sure to attached analytics from previous year.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
M Graphics	Design	1,200
Altitude Murals	Materials and Labor	3,400

TOTAL AMOUNT REQUESTED: Must match page 1.	4,600	
--	-------	--

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: Kari Fresquez, President – MainStreet Truth or Consequences



Date: 7/11/2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.4

SUBJECT: Review, Approve and/or Allocate Funds for Geronimo Trail Scenic Byway (GTSB).

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 26, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Geronimo Trail Scenic Byway (GTSB) application for funding to redesign and printing of the Hot Springs Brochures.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- GTSB Application
- GTSB Contract

Fiscal Impact (Finance): N/A

\$3,869.63

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 CC Agendas 8-10-22

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City” and **GERONIMO TRAIL SCENIC BYWAY (DESIGN AND REPRINT OF HOT SPRINGS BROCHURE)**, herein referred to as “Contractor”.

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger’s Tax funds to the Contractor to aid the Contractor’s promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$3,869.63** to the Contractor beginning on August 10, 2022 through May 26, 2023.
2. **The Contractor shall:**
 - a. 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.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger’s Tax Board) in the Contractor’s application for Lodger’s Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger’s Tax monies, shall include the wording **“PAID IN PART BY TRUTH OR CONSEQUENCES LODGER’S TAX”** and include 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**. In the case of radio advertising, the slogan “New Mexico True” must be used, as well as the phrase “Paid in part by the New Mexico Tourism Department and the Truth or Consequences Lodgers”
3. **Fund Expenditures:** Funding under this contract is from Lodger’s Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.

- a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.
 - b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than the last business day of May, 2023.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
 - a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be

fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.

10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
17. **Access to Records:**
- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
 - b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.
18. **Third Party Rights:** The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.
19. **Captions and Headings:** The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.
20. **Severability:** If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.
21. **Venue:** All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.
22. **Attorney Fees:** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. **Authority to Sign Agreement:** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.
24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Carol Kirkpatrick, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

_____ Invoices must be presented to the City Manager's Office for reimbursement with a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.

_____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.

_____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.

_____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.

_____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)

Designee No. 1: _____ Phone No. _____

Designee No. 2: _____ Phone No. _____

_____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.

_____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2022

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative



RECEIVED JUL 19 2022

2021-2022 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	<i>Geronimo Trail Scenic Byway</i>
Project/Event Name	<i>Hot Springs brochures</i>
Event Date(s) and Location (if applicable)	
Event Organizer & Title within Organization (if applicable)	<i>LaRena Miller</i>
Phone Number of Organizer	<i>575-894-2255</i>
Email of Organizer	<i>larenam@windstream.net</i>
Organization Address	<i>301 S Foch Street, T or C, NM 87901 P O Box 1072, T or C, NM 87901</i>
Organization's Contact Person (If different than event organizer)	
Contact Phone and Email for Organization's Contact Person	

PART 2: PROJECT COST AND FUNDING REQUEST Lodgers Tax Grant Funding

Amount Requested: (Must match application page 4)	<i>\$ 3869.63</i>
Anticipated Attendance (not including volunteers/staff):	<i>9,000</i>

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No

Funded by Main Street

How many times has your event occurred? List previous events years. If new, indicate "new":

Ongoing for several years

1. Define/Describe the overall project/event (what is happening at the event?): **Promotion of local hot springs soaking pools for tourism use, to encourage people to take a soak when they come to town. To send out to other locations in fulfillment packages and to other visitors centers and locations around the State.**

2. Who is your target audience for your project/event and advertising (who do you want to attend?) **All visitors to Truth or Consequences and surrounding area.**

3. Describe the regions/cities in which you plan to market your project/event outside of Truth or Consequences?

Las Cruces and Albuquerque visitors centers, all visitors who come into visitors center from all over the world.

4. What percentage of your printed materials will be distributed outside of Sierra County and how will they be distributed?

Most are handed out locally to visitors from outside Sierra County but probably 15% will be sent to other visitors centers around State.

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):

Number of people who sign in at visitors center stating they are here for the Hot Springs.

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
<i>Moshe Koenick, M Graphics Design and upgrades</i>	<i>Brochures</i>	<i>\$ 488.25</i>
<i>Starline Printing Printing of 20,000 brochures</i>	<i>Printing of Brochures</i>	<i>\$ 3381.38</i>
TOTAL AMOUNT REQUESTED: Must match page 1.		\$ 3869.63

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: **LaRena Miller, Executive Director**

Signature: *LaRena Miller*

Date: **July 18, 2022**



HELP ⓘ

MENU ≡

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Results for Tax Exempt Organization Search

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Geronimo Trail Scenic Byway

City

Truth or Consequences

State

All States ▼

Country

United States ▼

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Sort by: Name A-Z ▼

Geronimo Trail Scenic Byway

EIN: 85-0460964 | Truth Or Consequences, NM, United States

Form 990-N

Items per page: 25

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Additional information

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- [Revocations of 501\(c\)\(3\) Determinations](#)
- [Suspensions Pursuant to Code Section 501\(p\)](#)
- [Exempt Organizations Business Master File Extract \(EO BMF\): a list of organizations recognized as exempt by the IRS](#)
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Page Last Reviewed or Updated: 20-November-2020

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	No Fear Act	Tax Fraud & Abuse	Tiếng Việt	
			Kreyòl ayisyen	
			English	

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Business #	Business Name	DBA Name	Entity Type	Status	RA Name	Action
2004349	GERONIMO TRAIL SCENIC BYWAY		Domestic Nonprofit Corporation	Active	LARENA MILLER	

Total No. of Records: 1 Page 1 of 1

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CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.5

SUBJECT: Review, Approve and/or Allocate Funds for Veteran's Memorial Park and Museum

DEPARTMENT: City Manager's Office

DATE SUBMITTED: July 26, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Veteran's Memorial Park and Museum application for funding for billboards and pamphlets.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- Veteran's Memorial Application
- Contract

Fiscal Impact (Finance): N/A

\$4,755.84

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 8-10-22

ADVERTISING & PROMOTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City" and **VETERAN'S MEMORIAL PARK & MUSEUM (PRINTING OF PAMPHLETS AND BILLBOARDS)** herein referred to as "Contractor".

WHEREAS the City and Contractor desire to enter into a Contract to provide Lodger's Tax funds to the Contractor to aid the Contractor's promotion and advertising of the City as a tourist attraction which will aid in the economic growth of the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of the parties; it is hereby covenanted and agreed by and between the parties:

1. **The City shall** provide up to the sum of **\$4,755.84** to the Contractor beginning on August 10, 2022 through May 26, 2023.
2. **The Contractor shall:**
 - a. 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.
 - b. Said promotion and advertising shall specifically consist of the plan as presented (and approved by the Lodger's Tax Board) in the Contractor's application for Lodger's Tax Funds. The Scope of Work is set forth within the application.
 - c. All print media, television ads, billboards and radio ads of the Contractor which are reimbursed for from Lodger's Tax monies, shall include the wording "**PAID IN PART BY TRUTH OR CONSEQUENCES LODGER'S TAX**" and include the City of Truth or Consequences logo. In the case of radio advertising, the verbiage "Paid in part by Truth or Consequences Lodgers" must be included.
3. **Fund Expenditures:** Funding under this contract is from Lodger's Tax. Such funds may be spent for promotion and advertising only.
4. **Procurement by Contractor:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for violation of this statute. Any property purchased by Contractor, the cost of which is to be paid under this agreement, shall be purchased in compliance with the Procurement Code.
 - a. The City and the Lodger's Tax Advisory Board shall determine which of these expenditures are allowable and are in compliance with the purpose of this contract.

- b. If determined to be an eligible purchase, the City will pay the Contractor for reimbursement.
 - c. Since the purpose of the Tax is to bring visitors to town, the Contractor must use seventy-five percent (75%) of the funds outside the County. This will serve to increase the use of hotels, motels, and RV parks which will in turn yield more Lodger's Tax.
 - d. All invoices must be turned into the City Manager's Office no later than May 26, 2023. The City Manager's Office will review and consider all submitted invoices before June 30, 2023.
 - e. Invoices submitted after that date WILL NOT BE PAID! All unspent funds will revert to the City's Lodger's Tax Fund to be used for any purpose the City may deem eligible.
 - f. All invoices submitted for advertising must be accompanied by a copy of the advertisement that clearly shows the City of Truth or Consequences logo and "Paid in part by Truth or Consequences Lodgers Tax".
5. **Termination:** Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party.
6. **Records:** The Contractor agrees to keep accurate records of all time and expenses allocated to the performance of the agreed upon work. Such records shall be kept in the office of the Contractor and shall be made available to the City or its authorized representatives for inspection and copying upon reasonable request.
7. **Ownership of Documents:** All reports, maps, ads, logos, or documents prepared as a part of this Agreement, including original drawings, estimates, specifications, field notes, and data are the property of the City. The Contractor may retain reproducible copies of drawings and other documents.
8. **Claims:** The Contractor shall save and hold the City free from claims that might arise in connection with work the Contractor will perform under this Agreement. The Contractor also agrees to pay for staff time, at standard hourly billing rates, plus expenses at cost that might be required for expert testimony or any other court appearances, together with preparation time and legal costs that might arise because of Contractor's involvement in this assignment, whether subpoenaed by the City or any other group.
9. **Personnel:**
- a. The Contractor represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any Agreement relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City and Lodger's Tax Advisory Board. Any work or services subcontracted hereunder be specified by written Subcontract and shall be subject to each provision of this Agreement.
10. **Assignability:** The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Lodger's Tax Advisory Board and City thereto: Provided, however, that claims for money by the Contractor from the City under the Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
 11. **Authority:** Contractor agrees not to purport to bind the City to an obligation not herein assumed, unless Contractor has expressed written authority to do so, and then only within the strict limits of that authority.
 12. **Reports and Information:** The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 13. **Copyright:** No report, maps, ads, logos, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
 14. **Compliance with Local Laws:** The Contractor shall comply with all applicable laws, ordinances and codes of the State and the City and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 15. **Equal Employment Opportunity:** During the performance of this Agreement, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to Agreements or Subcontracts for standard commercial supplies or raw materials.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Contractor's noncompliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of paragraphs (a) through (g) in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the City's representative may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. **Civil Rights Act of 1964:** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

17. Access to Records:

- a. The State Auditor, the City's auditor, the City, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement, for the purpose of audits, examinations, and making excerpts and transcriptions.
- b. All records connected with this Agreement will be maintained in a central location by the City and will be maintained for a period of three (3) years from the official date of closeout of the contract.

18. Third Party Rights: The provisions of this agreement are for the sole benefit of the parties and shall not be construed as conferring rights on any other person or entity.

19. Captions and Headings: The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

20. Severability: If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement, and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

21. Venue: All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Sierra County, New Mexico.

22. Attorney Fees: In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. Authority to Sign Agreement: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

24. **Interest of Members of the City:** No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
25. **Interest of other Local Public Officials -** No member of the governing body of the City and no other public official of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
26. **Bribes, Gratuities and Kickbacks:** It is illegal in this state for any public employee to solicit or accept anything of value in connection with award of this Agreement and for any person to offer or pay anything of value to any such public employee (§30-24-1 through §30-24-2 NMSA 1978). Pursuant to §13-1-191 NMSA 1978 reference is made to the criminal laws of this state (including §30-41-1 through §30-41-3 NMSA 1978) which prohibit bribes, kickbacks, and gratuities and violation of which constitutes a felony. Further, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

CITY OF TRUTH OR CONSEQUENCES

Bruce Swingle, City Manager

Date

Carol Kirkpatrick, Finance Officer, Reviewed for Budgetary Sufficiency

Date

Jaime Rubin, City Attorney, Reviewed for Legal Sufficiency

Date

CONTRACTOR

Authorized Representative (Signature & Printed Name)

Date

For a recipient of Lodger's Tax to be eligible for the City, acting as the fiscal agent, to reimburse their incurred financial obligations using Lodger's Tax, the following must be strictly adhered to:

Please initial each requirement:

- _____ PAID invoices must be presented to the City Manager's Office for reimbursement with a copy of the cancelled check (front & back) and a copy of the tear sheets or script within a timely manner so that we can maintain a good working relationship with the vendors. The tear sheets, scripts, and invoices are the responsibility of the Contractor. Please review invoices for accuracy. Do not assume that they are correct.
- _____ No bill will be reimbursed unless it has the "Paid in part by Truth or Consequences Lodger's Tax" and the City of Truth or Consequences logo in print or "Paid in part by Truth or Consequences Lodger's Tax" spoken in a radio ad. Radio ad invoice shall include the ad/message.
- _____ No bill will be reimbursed if it differs from the services agreed upon in the application and signed contract unless the change is requested in writing, recommended by the Lodger's Tax Advisory Board and approved by the City Manager.
- _____ It is the responsibility of the Contractor to keep a running total of their unused and available Lodger's Tax award.
- _____ It is the responsibility of the Contractor to notify the City as to who are the two (2) eligible people to turn in bills for reimbursement. (Please print names below.)
Designee No. 1: _____ Phone No. _____
Designee No. 2: _____ Phone No. _____
- _____ No bill will be reimbursed by the City unless it bears the signature of the City Manager or designee approving payment.
- _____ **By your signature on this contract, you have agreed to follow and implement all conditions within the time frame set forth and if you deviate without prior approval from the Lodger's Tax Advisory Board and the City Manager, then the City has no further fiscal responsibility per this contract.**

Dated this _____ day of _____, 2022

CONTRACTOR:

BY: _____
Printed Name of Authorized Representative

Signature of Authorized Representative

LODGERS TAX ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY CLERK'S OFFICE
505 SIMS STREET

RECEIVED JUL 01 2022

FY: 2022/2023 APPLICATION FOR FUNDS

FORM IS DUE IN THE OFFICE OF
THE CITY MANAGER'S **NO LATER THAN**
~~July 16, 2020~~ by 5:00 PM

EIN # 56-2440106

(NON-PROFIT CORPORATION COMMISSION) AUTHORITY NUMBER: 2341216

Veterans Memorial Park and Museum

NAME OF NON-PROFIT ORGANIZATION

P.O. Box 472 / 996 South Broadway

P.O. BOX OR STREET ADDRESS

Truth or Consequences, NM 87901

CITY, STATE & ZIP

9

NO. OF MEMBERS

06/30/22

DATE

Windy Barnes

CONTACT PERSON (Print or Type)

Windy Barnes

SIGNATURE

575-952-0484

TELEPHONE NUMBER

AMOUNT REQUESTED: **\$4,755.84**

AMOUNT AWARDED: (For Board Use Only) **windyallenbarnes@gmail.com**

E-MAIL

NAME OF EVENTS/PROJECTS: **Veterans Memorial Park and Museum**

DATES OF EVENTS/PROJECTS: **All Year Billboard promoting the Veterans Memorial Park and Museum and pamphlets to send out and pass out year around plus there sent out with chamber of commerce**

LOCATION OF EVENTS: **996 South Broadway Truth or Consequences, NM,
I-25 WL 055MMP072 MP**

HOW MANY PEOPLE ATTEND: **32,023**
(Total)

78 percent
(Outside Sierra County)

WHAT ARE YOUR METHODS FOR TRACKING YOUR EVENTS: **Sign in sheets, car counting, student rosters of field trip visits**

DESCRIBE THE EVENTS/PROJECTS: **14' 0" X 40' 0" Perm Bulletin,
New designed Pamphlet to hand out in Chamblar Commerce packets and to put in different locations**

HOW WILL THE FUNDS BE USED? GIVE A PROPOSED BUDGET FOR YOUR ADVERTISING.
(EXAMPLE: RADIO, TELEVISION, NEWSPAPERS, BROCHURES, MAGAZINES, POSTERS, ETC.)

		ESTIMATED EXPENSE
PRINT:	<u>pamphlets</u>	\$ <u>1,106.64</u>
PUBLISH:	<u>Billboard Sign on I-25 / new vinyl design</u>	\$ <u>3,649.20</u>
RADIO:	_____	\$ _____
TELEVISION:	_____	\$ _____
WEBSITE:	_____	\$ _____
OTHER COSTS:	_____	\$ _____
	_____	\$ _____

HOW WILL YOU PROMOTE T. OR C. AND THE AREA IN CONJUNCTION WITH YOUR EVENT/PROJECT?

Billboard on I-25 year around,
pamphlets we can send out when people call and inquirer about the wall the help promote T or C
Year around bring visitors to our town pictures our worth a million words.

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:



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.6

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

DEPARTMENT: Finance

DATE SUBMITTED: August 3, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background:

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

Recommendation:

Approval Recommended by Finance Director

Attachments:

- Listing of Purchase Requisitions \$20,000 or More
- Purchase Requisitions, Procurement Documentation

Fiscal Impact (Finance): Choose an item.

As Per Total on Listing of Purchase Requisitions

Legal Review (City Attorney): Choose an item.

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 8-10-22

PURCHASE REQUISITION APPROVAL

2022-23 FISCAL YEAR

COMMISSION MEETING 8/10/22

Number	Vendor Name	Description	Requested By	Department	Funding Source	Total Amount	Procurement Type
88153	Wilson & Company Inc.	Professional Services Booster Station and Austin St Water Improvements	Traci Alvarez	Assistant City Manager	Water Trust Board	\$ 129,103.31	RFP - 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract
88204	Sunny 505	Promotional Advertising	Tammy Gardner	City Manager	Lodger Tax	\$ 130,000.00	13-1-98 Exemptions from the Procurement Code. Purchases of advertising.
88184	Western United Electric	Underground Primary wire for the Veterans Center	Bo Easley	Electric		\$ 33,525.00	Inventory for the Veterans Center and paying for the wire that we use up there
88201	411 Equipment	Pump Module for New Fire Truck	Tammy Gardner	Fire		\$ 62,106.55	Sole sources for pump module
						\$ 354,734.86	

ATTEST:

Angela Torres, Clerk-Treasurer_____
Date_____
Amanda Forrester, Mayor_____
Date



REQUISITION

Requisition #: 88153

Date: 07/27/2022

Vendor #: 7982

ISSUED TO: WILSON & COMPANY, INC. ENGINEER
4401 MASTHEAD ST N.E. SUITE 150
ALBUQUERQUE, NM 87109-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 PROFESSIONAL SERVICES BOOSTER STATION AND AUSTIN ST WATER IMPROVEMENTS		0.00 370-7008-48598	129,103.31
PO Description: ENGINEERING SERVICES BOOSTER STATION/AUSTIN ST WA				
Detailed Description: RFP: 20-21-011 MULTIPLE ENGINEERING AND ARCHITECTURE PROJECTS UNDER A SINGLE CONTRACT BOOSTER STATION AND AUSTIN ST WATER IMPROVEMENTS WTB 5089 GRANT LOAN RFP PROCURMENT				

Authorized By: _____

SUBTOTAL:	119,195.21
TOTAL TAX:	9,908.10
SHIPPING:	0.00
TOTAL	129,103.31

**AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)**

THIS Agreement, made this 4th day of April 2022 (effective date) by and between City of Truth or Consequences hereinafter referred to as the OWNER, and Wilson & Company, Inc., Engineers & Architects hereinafter referred to as the ENGINEER. This contract expires on 4/4/2024.

The OWNER intends to construct a Project consisting of the Design and Construction of the Morgan Station Booster Pump Replacement, Cielo Vista Station Canariis Skid Installation and Austin St Waterline Improvements.

in Sierra County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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6. Termination of Contract
7. Payment
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9. Project Design
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SECTION C - SPECIAL PROVISIONS OR MODIFICATIONS

ATTACHMENTS

- ☒ Attachment I – Insurance - required
- ☐ Attachment II - Engineering Services During the Planning Phase
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☒ Attachment III - Engineering Services During the Design Phase
Authorization to proceed date: This 4th day of April, 2022
Contract Time shall be 100 calendar days from Authorization to proceed date. This phase expires on 07/13/2022.

- ☒ Attachment IV - Engineering Services During the Construction Phase
Authorization to proceed date: This 4th day of April, 2022
Contract Time shall be 243 calendar days from Authorization to proceed date. This phase expires on 12/02/22.
- ☐ Attachment V - Engineering Services During the Operation Phase
Authorization to proceed date: This _ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ Attachment VI – Amendments to Agreements for Engineering Services
Authorization to proceed date: This _____ day of _____, 20_____
Contract Time shall be _____ calendar days from Authorization to proceed date. This phase expires on _____.
- ☐ _____

SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event, any provisions of this Agreement or any subsequent amendment shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) The OWNER and the ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of the OWNER and the ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement. Neither the OWNER nor the ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the OWNER or the ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them; and

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the OWNER to confirm all Funding Agency requirements are met.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, at which representatives of the Funding Agency and interested parties will also be in attendance, and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until reviewed and approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is

for administrative purposes only and does not relieve the ENGINEER or OWNER of their responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at <http://www.epa.gov/quality/index.html>. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall, promptly and without additional compensation, correct or revise errors or omissions in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be, and shall remain, liable to the proportionate extent, in accordance with applicable law, for damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) The ENGINEER'S opinions of probable Construction Cost are to be made on the basis of the ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost and project schedules will not vary from opinions of probable Construction Cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable Construction Cost, the OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of the Contractor to

comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) The OWNER shall be responsible for, and the ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the OWNER to the ENGINEER pursuant to this Agreement. The ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of the OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of documents for information and reference in connection with use on the Project by the OWNER. Such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Any verification or adaptation as stated above, will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

5. Changes

(a) The OWNER and the ENGINEER may, at any time, with prior approval of the Funding Agency, make changes within the general scope of this Agreement in the services or work to be performed. Any such change must be in writing and approved by both parties to this Agreement. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

(c) All changes to the scope, cost or time of this Agreement and services described in the Attachments must be in writing and documented in Attachment VI – Amendment to Agreements for Engineering Services.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Any termination must be in writing. No such termination may be effected unless the other party is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and 2) an opportunity to cure the default with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate; and 2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall: 1) promptly discontinue all affected work (unless the notice directs otherwise); and 2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed

in the Attachments.

(b) The OWNER shall pay the ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate Attachment. The amounts payable to the ENGINEER for reimbursable expenses will be the project-related internal expenses, such as reproduction, and all invoiced external reimbursable expenses allocatable to the project, including consultants, multiplied by a factor of 1.1 (1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Mileage and per diem will not be multiplied by a factor. Reimbursable expenses shall not exceed the estimate in the Attachments without prior written approval of the OWNER, with Funding Agency concurrence. Copies of invoices from consultants, mileage logs, and receipts for which the ENGINEER is requesting reimbursement must accompany the ENGINEER'S invoice.

(c) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If the OWNER contests an invoice, the OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(d) Final Payment under this Agreement, or settlement upon termination of this Agreement, shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(e) If the OWNER fails to make any payment due to the ENGINEER within forty-five (45) calendar days after the OWNER's receipt of the ENGINEER's invoice, the amount due to the ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. Any payment of interest under this contract is not reimbursable from grant or loan funds. In addition, after ten (10) calendar days' prior written notice, the ENGINEER may suspend services under this Agreement until the ENGINEER is paid in full. The OWNER waives any and all claims against the ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. The ENGINEER has prepared and the OWNER has approved a schedule for the performance of the ENGINEER's services. This schedule is reflected in the contract time(s) as detailed in the Attachment(s) and represents reasonable times in which to complete the services. The schedule includes reasonable times required for the OWNER and other applicable parties to the agreement to provide necessary information, provide any applicable services not included in the ENGINEER's Scope of Work and make decisions necessary for completion of the work. The schedule also includes reasonable allowances for review and approval times required by the OWNER and by public authorities having jurisdiction over the Project. The schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the OWNER, or for delays or other causes beyond the ENGINEER's reasonable control.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated

schedule regardless of the reason.

4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or negligence of the OWNER, changes in the Work as agreed upon by the OWNER and the ENGINEER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended per Section 5 of this Agreement. Extensions of time not associated with modifications or changes to the Work shall not be allowed to increase the Contract amount for overhead or for any other reason and shall strictly apply toward liquidated damages, as found in Subsection (b) of this Section.
5. The ENGINEER shall promptly notify the OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. The OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will provide for completion within the Contract Time. It is expressly understood and agreed, by and between the ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. The ENGINEER agrees to promptly notify the OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails, or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the Attachments, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly payments due to the ENGINEER, or from other monies being withheld from the ENGINEER, when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of liquidated damages shall be determined at completion and the ENGINEER shall be liable for any liquidated damages over and above unpaid balances held by the OWNER.
4. The OWNER and the ENGINEER agree that reasonable liquidated damages for delay (but not as a penalty) due from the ENGINEER to the OWNER are \$100.00 (minimum one-hundred dollars [\$100.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. The OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the financial information and data used by the ENGINEER in the preparation of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof, and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, the OWNER, and the State water pollution control agency, or their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to agreements it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to agreements (except formally advertised, competitively awarded, fixed price agreements) and agreement amendments regardless of the type of agreement. In addition, this right of access applies to records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants but will not dictate whom the ENGINEER must hire.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due to the ENGINEER and detailed in the Attachments without prior written approval of the OWNER and funding agency.

12. Insurance

The ENGINEER agrees to obtain and maintain, at their expense, such insurance as specified in Attachment I.

13. Environmental Condition of Site

(a) The OWNER has disclosed to the ENGINEER in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) The OWNER represents to the ENGINEER that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to the ENGINEER, exist at the Site.

(c) If the ENGINEER encounters an undisclosed Constituent of Concern, then the ENGINEER shall notify: 1) the OWNER; and 2) appropriate governmental officials if the ENGINEER reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that the ENGINEER'S scope of services does not include any services related to Constituents of Concern. If the ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then the ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the OWNER: 1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and 2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the ENGINEER'S services under this Agreement, then the ENGINEER shall have the option of: 1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or 2) terminating this Agreement for cause on 30 calendar days' notice.

(f) Owner acknowledges that the ENGINEER is performing professional services for the OWNER and that the ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with the ENGINEER'S activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, the OWNER and the ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

The ENGINEER will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by the ENGINEER'S performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with U.S. Executive Order 11246, entitled "Equal Employment Opportunity", as amended by U.S. Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER find that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the Funding Agency in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in Subsection (a) of this Section, the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) confirm that cost and pricing data submitted for

evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER confirms that it and its subcontractors have not been suspended or debarred by EPA, USDA, or the State of New Mexico.

SECTION B –ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment II – Engineering Services During the Planning Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
2. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment III – Engineering Services During the Design Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.
3. ENGINEER shall complete the ENGINEER SERVICES described in Attachment IV – Engineering Services During the Construction Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.
4. The ENGINEER shall complete the ENGINEERING SERVICES described in Attachment V – Engineering Services During the Operation Phase within the time specified from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

SECTION C – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Mark those that apply or describe, attach or indicate "None")

☐ None

1. Contract times as defined in Attachments II, III, IV are based upon assumed agency review times of 30- calendar days, with a 30-calendar day second review for approval. Contract times may be stopped or extended to accommodate additional agency review time as needed.

☐ For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the community can only submit one reimbursement request. This request for payment must be based on a final invoice and can only occur after the document is approved by the pertinent reviewing agency. Interim payments to the engineer will be at the discretion of the community as agreed upon in this contract.

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

☐ This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing the ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay the ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

☐ MODEL CONTRACT CLAUSE FOR ENGINEERING AGREEMENTS used for Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) projects.

1. PRIVITY OF CONTRACT

This contract is expected to be funded in part with funds from the U.S. Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to the applicable EPA procurement regulations in effect on the date of the assistance award for this project.

2. CHANGES

1. The OWNER may at any time, by written order make changes within the general scope of this contract in the services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required to perform any services under this contract, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this contract in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within 30 days from the date it receives the OWNER'S notification of change, unless the OWNER grants additional time before the date of final payment.
2. No claim by the ENGINEER for an equitable adjustment shall be allowed if made after final payment under this contract.
3. No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

3. TERMINATION

- a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- b. This contract may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given: 1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and; 2) an opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this contract shall be made, but: 1) no amount shall be allowed for anticipated profit on unperformed services or other work; and 2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER'S default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Owner all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the Owner may take over the work and may award another party a contract to complete the work under this contract.
- f. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed

to have been for the convenience of the Owner. In such event, adjustment of the sub-agreement price shall be made as provided in paragraph (c) of this clause.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of, or relating to, this contract or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism; or in a court of competent jurisdiction within the State in which the OWNER is located.

5. AUDIT; ACCESS TO RECORDS

a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on EPA funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable EPA regulations in effect on the date of execution of this contract. The ENGINEER shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the OWNER. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, the OWNER, and [the State] or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the ENGINEER agrees to make paragraphs (a) through (f) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the ENGINEER agrees to make paragraphs (a) through (f) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all change orders directly related to project performance.

c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency(ies).

d. The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).

e. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.

f. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition) and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

1. To the extent the records pertain directly to contract performance;
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the sub-agreement is terminated for default or for convenience.

6. COVENANT AGAINST CONTINGENT FEES

The ENGINEER assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance, the OWNER shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

7. GRATUITIES

- a. If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER'S agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the OWNER, the State or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the OWNER may, by written notice to the ENGINEER, terminate this contract. The OWNER may also pursue other rights and remedies that the law or this contract provides.
- b. In the event this contract is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the contract by the ENGINEER, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by the Owner) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

8. FINAL PAYMENT

Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract or as a termination settlement under this contract the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under, or by virtue of, this contract, except claims which are specifically exempted by the ENGINEER to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the OWNER'S claims against the ENGINEER under this contract.

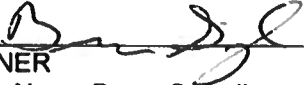
9. 40 CFR Part 33


The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance

agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legal available remedies.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement on the respective dates indicated below.
The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section C.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 04/22/22
OWNER
Type Name Bruce Swindle
Title City Manager

By:  Date: 04/22/2022
ENGINEER
Type Name Mario Juarez-Infante
Title Vice President
Address Wilson & Company, Inc., Engineers & Architects
414 N. Main St., Suite A
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY
AGENCY NAME: _____
By _____
Type Name _____
Date _____

Exhibit A – Scope of Work

The City of Truth or Consequences water distribution system has two pressure zone, the lower zone (southern portion) and the upper zone (northern portion). The Morgan Booster Station which feeds the lower zone is only functioning on a single pump and without SCADA due to a flood. Currently operators are running the station manually switching the single pump on as needed. The Cielo Vista Station is also being run manually because of failed pressure transducers and issues with the control panel. The Austin St waterline is a small 4" AC pipe rated in poor condition. The pipe, because of its diameter is not capable of handling fire flows.

The scope of work will include a complete design package consisting of Contract documents, technical specifications and Design Plan set along with design review meetings with the City. Project will also include NMED DWB Permit application, and NMED CPB coordination and approval.

The scope of work for the construction phase of the project consists of:

- Bidding Services- To commence upon final approval of design plans and conclude once Letter of Recommendation of Award is issued to the Client
 - Distribution of plans and project manuals to Bidders.
 - Issue advertisement for bids to papers
 - Facilitate pre-bid meeting
 - Respond to contractors' questions and issue addenda
 - Facilitate bid-opening
 - Review bids, prepare bid tabulation, and recommendation of award.
- Construction Administration- Engineering efforts and office services required during construction:
 - Conform construction documents for awarded contractor
 - Facilitate Pre-construction conference
 - Review shop drawing submittals
 - Respond to contractors RFI's during construction (assume 10 total)
 - Review of contractor's application for payment (assume 6 total)
 - Issue clarifications and field directives (assume 4 total)
 - Review change order proposals and make recommendations (assume 3)
 - Attend bi-weekly construction progress meetings (Assume 1-hr/ea.)
 - Attend substantial completion walk through, prepare punchlist
 - Attend final completion walk through
 - Develop record drawings from contractor markups
 - QA/QC of record drawings
- Construction Observation (assume 2 months)- Field services required during construction
 - Field observation
 - Prepare daily field reports
 - Review and verification of quantities (3 times)

Construction for the Morgan Booster Station as proposed in the Design Analysis Report will be the installation of two 75 hp vertical multistage centrifugal pumps on the existing skid units. Included with the new pumps will be necessary appurtenances, variable frequency drives and control panels.

At the Cielo Vista Booster Station construction will include installation of a new packaged duplex booster pump skid with two 5 hp vertical multistage centrifugal pumps. The installation also includes an expansion tank, control panel, hot box, pressure transducers, and all necessary valves, fittings and appurtenances.

Construction of the Austin St Waterline will be the replacement of 450 feet of mostly AC pipe with 8" HDPE pipes by method of pipe bursting. This method eliminates the need for very invasive and costly open trenches.

ATTACHMENT I – Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than \$1,000,000 for injury to any one person and \$1,000,000 on account of any one accident and in the amount of not less than \$1,000,000 for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

ATTACHMENT III – Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 4th day of April, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 4 day of April, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Design Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

Perform Survey/ Topographic services

Complete CAD based design files

Preparation and completion of Project manual including contract documents, technical specifications and the

Engineers Opinion of Probable Construction Costs.

Preparation and completion of design plan sheets.

NMED DWB Permit application and NMED CPB coordination and approval.

B. Cost Proposal – Include hourly breakdown for each task

See Task 1, 2, and 3- Engineering Design Phase, of the attached Exhibit A- Manhour Worksheet

C. Reimbursable Expense Schedule

D. Contract Time shall be 100 calendar days from the date of the OWNERS signature on Attachment III. Design phase services shall be completed and accepted by the OWNER by 07/13/2022 (DATE). If design phase services have not been completed and accepted by 08/12/2022 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Design Phase shall be by the


☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Design Phase, as described, including reimbursable expenses shall not exceed \$76,127.50, excluding gross receipt tax.


☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Design Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 04/32/22
OWNER
Type Name Bruce Swingle
Title City Manager

By:  Date: 04/22/2022
ENGINEER
Type Name Mario Juarez-Infante
Title Vice-President
Address Wilson & Company, Inc., Engineers & Architects
414 N. Main St., Suite A
Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

ATTACHMENT IV – Engineering Services During the Construction Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the 4th day of April, 2022 (effective date) by and between the City of Truth or Consequences, the OWNER, and Wilson & Company, Inc., Engineers & Architects, the ENGINEER, the OWNER and ENGINEER agree this 4 day of April, 2022 (authorization to proceed date) that ENGINEER shall furnish ENGINEERING SERVICES During the Construction Phase in accordance with the GENERAL PROVISIONS of the Agreement and OWNER shall compensate the ENGINEER for services described as set forth below:

A. Perform or provide the following tasks and/or deliverables:

The Engineer shall provide construction administration and construction observation services, described as follows:

Bidding Services - To commence upon final approval of design plans and conclude once Letter of Recommendation of Award is issued to the Client:

- 1. Distribution of plans and project manuals to Bidder's
- 2. Issue Advertisement for bids to papers
- 3. Facilitate pre-bid meeting
- 4. Respond to Contractors questions and issue addenda
- 5. Facilitate bid-opening
- 6. Review bids, prepare bid tabulation, and recommendation of award

Construction Administration - Engineering efforts and office services required during construction:

- 1. Conform construction documents for awarded contractor
- 2. Facilitate Pre-Construction conference
- 3. Review Shop Drawing Submittals
- 4. Respond to Contractor's RFI's during Construction (Assume 10 total)
- 5. Review of Contractors Application for Payment (Assume 6 total)
- 6. Issue Clarifications and Field Directives (Assume 4 total)
- 7. Review change order proposals and make recommendation (assume 3)
- 8. Attend bi-weekly construction progress meetings (assume 1-hr/ea.)
- 9. Attend Substantial Completion Walk-through, prepare punchlist
- 10. Attend Final Completion Walk-through
- 11. Develop record Drawings from Contractor Markups
- 12. QA/QC of record drawings

Construction Observation (Assume 2-months) - Field services required during construction:

- Field Observation
- Prepare Daily Field Reports
- Review and verification of Quantities (3 times)

B. Cost Proposal – Include hourly breakdown for each task

See Task 4 and 5 - Construction Phase, of the attached Exhibit A - Manhour Worksheet

C. Reimbursable Expense Schedule

Reimbursable items under this Attachment shall be mileage at a rate of \$0.56/mile in accordance with the Federal Rate.

- D. Contract Time shall be 243 calendar days from the date of the OWNERS signature on Attachment IV. Construction phase services shall be completed and accepted by the OWNER by 12/02/22 (DATE). If construction phase services have not been completed and accepted by 1/02/2023 the ENGINEER shall pay the OWNER liquidated damages as outlined in the Agreement.

2. Compensation for ENGINEERING SERVICES During the Construction Phase shall be by the


☒ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES During the Construction Phase, as described, including reimbursable expenses shall not exceed \$43,067.71, excluding gross receipt tax.


☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, including reimbursables, for ENGINEERING SERVICES During the Construction Phase, as described, shall not exceed \$_____, excluding gross receipt tax, without prior written approval of the OWNER, with Funding Agency concurrence.

3. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.

4. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By:  Date: 04/22/22
OWNER
Type Name Bruce Swindle
Title City Manager

By:  Date: 04/22/2022
ENGINEER
Type Name Mario Juarez-Infante, PE
Title Vice-President
Address 414 N. Date St, Ste A

Las Cruces, NM 88001

REVIEWED AND APPROVED: FUNDING AGENCY

AGENCY NAME: _____

By _____

Type Name _____

Date _____

**Exhibit A
Man Hour Worksheet**

Project: T or C Morgan St Booster and Waterline Improvements
Project Number: TBD

Owner: City of Truth or Consequences, NM
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date:

22-Mar-22

WBS	Job Description	Task Code	Phase Code	Operations Manager	Project Manager	WWW Design Engineer (Unlic.)	WWW CAD Technician	CONSTRUCTION OBSERVER	CHIEF SURVEYOR	INSTRUMENTMAN	RODMAN	Labor Hours	Expense	Prints	Task Total:	Schedule/Notes:
		Grade		P6	P5	P3	ODS	FC3	PSS	FS3	PS2					
	Billing Rate:			\$ 216.00	\$ 184.00	\$ 116.00	\$ 115.00	\$ 80.00	\$ 118.00	\$ 75.00	\$ 65.00					
				Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.					
1	Project Management															
	Project Kick-off Meeting				1	1	1		1			4			\$ 533.00	
	Project management				8							8			\$ 1,472.00	
	Progress Meetings (Total of 4)			1	4	8						13			\$ 1,880.00	
												0			\$ -	
	Submittal Review (Pre-Submittal)			1	1	1	1	1	1	1	1	25	\$ -	0	\$ 3,895.00	
												0			\$ -	
2	Pre Engineering															
	Survey/ Topographic								25	55	55	135	\$ 446.00		\$ 11,096.00	
	Set up of CAD based design files from data collection						16					16			\$ 1,840.00	
	QA/QC of Field Data					4						4			\$ 464.00	
	Submittal Review (Pre-Submittal)			1	1	1	1	1	1	1	1	25	\$ 446.00	0	\$ 13,400.00	
												0			\$ -	
3	Final Design															
	Design Phase (LS):															
	Engineering Design											0			\$ -	
												0			\$ -	
												0			\$ -	
												0			\$ -	
	Design - 60% Level of Completion											0			\$ -	
	1. Prepare plan drawings to a 60% level of completion				15	30	40					85			\$ 10,840.00	
	2. Provide red-lined front-end documents				6	12						18			\$ 2,496.00	
	3. Provide draft supplemental technical specifications				8	20						28			\$ 3,792.00	
	4. Update Engineers Opinion of Probable Cost				2	4						6			\$ 832.00	
	5. Submit 60% design to client for review and coordination				6	4						10	\$ 456.00		\$ 2,024.00	
	6. Hold plan review meeting and address 60% client comments				4	4						8			\$ 1,200.00	
	7. QA/QC Review of documents before submittal			4	2	8						14			\$ 2,160.00	
												0			\$ -	
	Design - 100% Level of Completion											0			\$ -	
	1. Prepare plan drawings to a 100% level of completion				12	25	36					73			\$ 9,248.00	
	2. Provide project specific front-end documents				6	18						24			\$ 3,192.00	
	3. Provide project specific supplemental technical specifications				10	20						30			\$ 4,160.00	
	4. Update Engineers Opinion of Probable Cost				2	4						6			\$ 832.00	
	5. Submit 100% design to client for review and coordination				2	4						6	\$ 458.50		\$ 1,290.50	
	6. Receive and address Clients 100% comments				5	10						15			\$ 2,080.00	
	7. Final QA/QC review for Agency submittal			4	6	8						18			\$ 2,896.00	
	8. Agency Submittal Applications (NMED, NMDOT)				6	12						18			\$ 2,496.00	
	8. Address NMED Review Comments				12	50						62			\$ 8,008.00	
	9. Prepare design documents for bidding upon Agency Approval.				2	8						10			\$ 1,296.00	
	Submittal Review (Pre-Submittal)			1	1	1	1	1	1	1	1	25	\$ 446.00	0	\$ 13,400.00	
4	Bidding Services															
	Bidding:															
	1. Distribution of plans and project manuals to Bidder's				1	4						5			\$ 648.00	
	2. Issue Advertisement for bids to papers				1	4						5			\$ 648.00	
	3. Facilitate pre-bid meeting				4	8						12	\$ 116.00		\$ 1,780.00	expense is mileage
	4. Respond to Contractors questions and issue addenda				8	8						16			\$ 2,400.00	
	5. Facilitate bid-opening				1	8						9	\$ 116.00		\$ 1,228.00	expense is mileage
	6. Review bids, prepare bid tabulation, and recommendation of award				2	8						10			\$ 1,296.00	
	Submittal Review (Pre-Submittal)			1	1	1	1	1	1	1	1	25	\$ 446.00	0	\$ 13,400.00	
5	Construction Services															
	Construction Administration:															
	1. Conform construction documents for awarded contractor					6						6			\$ 696.00	
	2. Facilitate Pre-Construction conference					2						2			\$ 232.00	
	3. Review Shop Drawing Submittals					6						6			\$ 696.00	expense is mileage
	4. Respond to Contractor's RFI's during Construction (Assume 10 total)					10						10			\$ 1,160.00	
	5. Review of Contractors Application for Payment (Assume 6 total)					6						6			\$ 696.00	
	6. Issue Clarifications and Field Directives (Assume 4 total)					4						4			\$ 464.00	
	7. Review change order proposals and make recommendation (assume 3)					6						6			\$ 696.00	
	8. Attend bi-weekly construction progress meetings (assume 1-hr/ea.)					8						8	\$ 250.00		\$ 1,178.00	expense is mileage
	9. Attend Substantial Completion Walk-through, prepare punchlist					4						4			\$ 464.00	expense is mileage
	10. Attend Final Completion Walk-through					3						3			\$ 348.00	expense is mileage
	12. QA/QC of record drawings			1	1							2			\$ 400.00	
												0			\$ -	
	Construction Observation (Assume 2-months):											0			\$ -	
	Field Observation							320				320	\$ 1,157.71		\$ 26,757.71	expense is mileage
	Prepare Daily Field Reports							10				10			\$ 800.00	
	Review and verification of Quantities (3 times)							6				6			\$ 480.00	

**Exhibit A
Man Hour Worksheet**

Project T or C Morgan St Booster and Waterline Improvements
Project Number TBD

Owner: City of Truth or Consequences, NM
Engineer: Wilson & Company, Inc., Engineers & Architects

Submittal Date:

22-Mar-22

WBS	Job Description	Task Code	Phase code	Operations Manager	Project Manager	WWW Design Engineer (Unit.)	WWW CAD Technician	CONSTRUCTION OBSERVER	CHIEF SURVEYOR	INSTRUMENTMAN	RODMAN	Labor Hours	Expense	Prints	Task Total:	Schedule/Notes:
	Grade			P6	P5	P3	005	FC3	PSS	FS3	FS2					
	Billing Rate:			\$ 216.00	\$ 184.00	\$ 116.00	\$ 115.00	\$ 80.00	\$ 118.00	\$ 75.00	\$ 65.00					
				Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		\$	\$	\$	
	Subtotal (Hours) (incl. NMGR)			10	137	349	93	336	26	55	55	1057	\$3,000.21	0	\$ 119,195.21	
	Total Manhours														\$ 9,908.10	
	Subtotal Tasks 1 - 4 (Excl. NMGR):														\$ 129,103.31	
	NMGR @ 8.3125% - Las Cruces Rate:															
	Total Incl. NMGR:															



REQUISITION

Requisition #: 88204

Date: 08/02/2022

Vendor #: 7376

ISSUED TO: SUNNY 505
119 DARTMOUTH DR. SE
ALBUQUERQUE, NM 87106

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	0 ADVERTISING AND MARKETING PROJEC		0.00 214-2503-47406	130,000.00
PO Description: ADVERTISING AND MARKETING PROJECTS FOR CITY Detailed Description: APPROVED TO MOVE FORWARD BY COMMISSION 6-22-22				

Authorized By: _____

SUBTOTAL:	130,000.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	130,000.00

Procurement

From: Gardner, Tammy
Sent: Tuesday, August 2, 2022 12:37 PM
To: Kirkpatrick, Carol
Cc: Procurement
Subject: RE: LODGR'S TAX

There is not a contract, only a proposal she presented to commission on 6-22-22.

Thank You,
Tammy Gardner
City Manager Executive Assistant
City of Truth or Consequences
(575)894-6673 Ext. 320

From: Kirkpatrick, Carol <ckirkpatrick@torcnm.org>
Sent: Saturday, July 30, 2022 6:11 PM
To: Gardner, Tammy <tgardner@torcnm.org>
Cc: Procurement <procurement@torcnm.org>
Subject: RE: LODGR'S TAX

This one for Sunny 505 will go to 214-2503-47406 for promotional advertising.

Do you have the proposal she sent? It is over \$20,000 so the contract will need to go to the Commission for approval.

You can enter the purchase requisition, but it will be on hold until the commission approves the contract. She cannot begin work until then.

And yes, a change order will be needed for the other pos you have already entered.

Thank you,

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

From: Gardner, Tammy
Sent: Friday, July 29, 2022 12:58 PM
To: Kirkpatrick, Carol
Subject: RE: LODER'S TAX

Ok, so the PO I will issue to Sunny 505 for \$130,000.00 will be to line item 214-2540-48598?

And how do I change all my PO's? does a change order fix that??

Thank You,
Tammy Gardner

City Manager Executive Assistant
City of Truth or Consequences
(575)894-6673 Ext. 320

From: Kirkpatrick, Carol <ckirkpatrick@torcnm.org>
Sent: Friday, July 29, 2022 11:52 AM
To: Gardner, Tammy <tgardner@torcnm.org>
Subject: FW: LODER'S TAX

Tammy,

Here is the Lodger's tax budget.

We broke out the Lodger's tax budget by "department" code.

So any time you enter a PO for the Lodger's tax board, you will use 214-2560-60725. You probably need to revise your current POs.

Any time you enter a PO for us as the City, you will use 214-2503 with the correct object code.

214-2540 are for Joanie, the billboard, and the other vendors we are giving our 40% to.

Thank you,

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

From: CAROL KIRKPATRICK [<mailto:noreply@tylerhost.net>]
Sent: Friday, July 29, 2022 11:45 AM
To: Kirkpatrick, Carol
Subject: LODER'S TAX



REQUISITION

Requisition #: 88184

Date: 08/01/2022

Vendor #: 7498

ISSUED TO: WESTERN UNITED ELECTRIC
SUPPLY CORPORATION
100 BROMLEY BUSINESS PKWY
BRIGHTON, CO 80603

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	7,500 1/0 AL 220MIL 15KV EPR FILLED STRAND		4.47 503-3702-44607	33,525.00
PO Description: UNDERGROUND PRIMARY WIRE FOR VETERANS CENTER Detailed Description:				

Authorized By: _____

SUBTOTAL:	33,525.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	33,525.00

Procurement

From: Easley, Bo
Sent: Monday, August 1, 2022 2:20 PM
To: Procurement; Kirkpatrick, Carol
Cc: Fuentes, Priscilla
Subject: RE: P.O.

Thank You!

Bo Easley - Electric Department Director
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901
Off: 575-894-6673 Ext. 372
Cell: 575-740-3824
Beasley@torcnm.org



From: Procurement <procurement@torcnm.org>
Sent: Monday, August 1, 2022 2:08 PM
To: Easley, Bo <beasley@torcnm.org>; Kirkpatrick, Carol <ckirkpatrick@torcnm.org>
Cc: Fuentes, Priscilla <PFuentes@torcnm.org>
Subject: RE: P.O.

No Bo, I'll take care of it.

Thank you,

Mindee Holguin

Interim Chief Procurement Officer/Administrative Assistant
City of Truth or Consequences
505 Sims
Truth or Consequences, NM 87901
Phone – 575.952.0490
Fax – 575.894.0363
Email – procurement@torcnm.org

From: Easley, Bo <beasley@torcnm.org>
Sent: Monday, August 1, 2022 1:56 PM
To: Kirkpatrick, Carol <ckirkpatrick@torcnm.org>

Cc: Fuentes, Priscilla <PFuentes@torcnm.org>; Procurement <procurement@torcnm.org>

Subject: P.O.

Afternoon Carol,

I just made a P.O. for primary underground wire for 33,525.00 This wire will be for inventory and for the Veterans Center. The Veterans Center will be paying for the wire that we use up there. This needs to go in front of the commission for approval. Let me and Priscilla know if you need us to do the Commission action form.

Thank You

Bo Easley - Electric Department Director

City of Truth or Consequences

505 Sims Street

Truth or Consequences, NM 87901

Off: 575-894-6673 Ext. 372

Cell: 575-740-3824

Beasley@torcnm.org





REQUISITION

Requisition #: 88201

Date: 08/02/2022

Vendor #: 8804

ISSUED TO: 411 EQUIPMENT, LLC
1815 4TH ST NW
ALBUQUERQUE, NM 87102-

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

ITEM	UNITS DESCRIPTION	PROJECT #	PRICE GL ACCOUNT NUMBER	AMOUNT
1	1 PUMP MODULE		48,670.05 209-1603-47420	48,670.05
2	0 HOSE ASSY, VARIOUS		0.00 209-1603-47420	2,500.00
3	0 MATERIALS		0.00 209-1603-47420	2,000.00
4	0 APPROXIMATE FREIGHT		0.00 209-1603-47420	1,600.00
5	0 LABOR		0.00 209-1603-47420	6,600.00
6	0 SHOP SUPPLY		0.00 209-1603-47420	225.00
7	0 SALES TAX		0.00 209-1603-47420	511.50

PO Description: PUMP MODULE

Detailed Description:

NEW FIRE TRUCK
G-12868
SOLE SOURCE: SEE ATTACHED LETTER

Authorized By: _____

SUBTOTAL:	62,106.55
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	62,106.55



Equipment, LLC

1815 4th Street NW
Albuquerque, NM 87102
(505) 242-1411

Estimate #0001764

7/20/2022
3:54 pm

VIN :

TRUTH OR CONSEQUENCES, CITY OF

Cell:()
Home:()

Trans :
SN :

E-One 75 Ladder
Unit # E-One 75 Ladder

Your Service Writer Today Is: DUY BUI

Center: SERVICE

Service Requests:

Category Summary	Parts	Labor	Job Total
LOOSE EQUIPMENT	\$54,770.05	\$6,600.00	\$81,370.05

Technician	Service Description	Hours	Parts	Labor	Job Total
	Installation of B2000MP PTO driven high pressure pump. PTO will be installed on the passenger side of unit. Install hydraulic reservoir tank some where on the unit. Install the high pressure pump some where on the unit. Install high pressure hose reel inside one of the compartments. Plumb in all hydraulic and water lines for the system. We will use the water tank on the unit to supply water to the high pressure pump. Run electrical wires in cab for PTO and hose reel. Test unit.	60.00	54770.05	6600.00	61370.05

Part Number	Part Description
822015-O	PUMP MODULE, PROTEUS 20 PTO-Driven
FREIGHT	Approximate Shipping & Handling
111H	Hose Assy, Various
111MATERIALS	Materials

Part Price Each	Quantity	Extended
48670.05	1	48670.05
1600.00	1	1600.00
2500.00	1	2500.00
2000.00	1	2000.00

6-12868 -

Repair Order Notes

Freight is only approximate. HP Pump will need to be order form the manufacturer and has a 14-weeks lead time.

This Estimate is based upon the inspection at this time and does not cover additional parts and/or labor which may be required after the work has been started. This Estimate expires in 30 days. This shop is not responsible for loss or damage to vehicle or the articles left in vehicle. I hereby authorize the repairs shown on this estimate and authorize you to operate this vehicle for the purpose of testing and/or inspection. An express mechanic's lien is hereby granted. I acknowledge receipt of a copy of this estimate. All parts shown are new unless otherwise specified.

*** Per New Mexico State Pricing Agreement Contract

#90-000-19-00063.***

ESTIMATE ONLY DO NOT PAY

Customer Signature: _____

Date: _____

TOTAL PARTS	\$54,770.05
TOTAL LABOR	\$6,600.00
SUBLET	\$0.00
SHOP SUPPLY	\$225.00
SUBTOTAL	\$61,595.05
OTHER FEES	\$0.00
SALES TAX	\$511.50
ESTIMATE TOTAL	\$62,106.55

This is Not An Invoice. Do Not Pay From This Document.



Matthew Cowden
PyroHMA
495 Oak Road
Ocala, FL 34473

August 2nd, 2022

To whom it may concern,

I would like to take this opportunity to thank you for the collective interest in doing business with HMA Fire, LLC ("HMA") through our mutual contact Pete Marquez of 411 Equipment, LLC ("411").

411 is, currently, the sole source for HMA representation in New Mexico. PyroHMA and 411 have entered into an agreement where 411 is the preferred option for interested parties to purchase HMA's full-line of products from, most notably the ultra-high pressure (UHP) fire suppression systems.

Should you have any questions regarding this letter, please do not hesitate to reach out to me directly. As stated previously, we very much look forward to entering the New Mexico market by way of 411.

Sincerely,

Matthew Cowden
Director of Sales and Marketing
PyroHMA
C: (608) 444-5491
E: mcowden@pyrohma.com

CC: Pete Márquez, Scott Alexander

PURCHASE REQUISITION APPROVAL

2022-23 FISCAL YEAR

COMMISSION MEETING 8/10/22

Number	Vendor Name	Description	Requested By	Department	Funding Source	Total Amount	Procurement Type
88153	Wilson & Company Inc.	Professional Services Booster Station and Austin St Water Improvements	Traci Alvarez	Assistant City Manag	Water Trust Board	\$ 129,103.31	RFP - 20-21-011 Multiple Engineering and Architecture Projects Under a Single Contract
88204	Sunny 505	Promotional Advertising	Tammy Gardner	City Manager	Lodger Tax	\$ 130,000.00	13-1-98 Exemptions from the Procurement Code. Purchases of advertising.
88184	Western United Electric	Underground Primary wire for the Veterans Center	Bo Easley	Electric		\$ 33,525.00	Inventory for the Veterans Center and paying for the wire that we use up there
88201	411 Equipment	Pump Module for New Fire Truck	Tammy Gardner	Fire		\$ 62,106.55	Sole sources for pump module
						\$ 354,734.86	

ATTEST:

Angela Torres, Clerk-Treasurer_____
Date_____
Amanda Forrester, Mayor_____
Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: 1.7

SUBJECT: Approval of Professional Services Agreement with Delta Airport Consultants, Inc. for RFP #21-22-009 Engineering Services for T or C Airport Improvements.

DEPARTMENT: Finance Department

DATE SUBMITTED: August 3, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Assistant City Manager Alvarez

Summary/Background: RFP #21-22-009 for Engineering Services for the T or C Airport Improvements was advertised for two consecutive weeks and posted on the City's website. A Pre-Proposal meeting was held on June 3, 2022 at the Airport. Proposals were due on June 16, 2022 at 2:00 pm. Evaluations were performed on July 6, 2022. Oral presentations were not held.

Recommendation:

Approval of the Professional Services Agreement with Delta Airport Consultants, Inc. for Engineering Services for T or C Airport Improvements

Attachments:

[Click here to enter text.](#)

- Professional Services Agreement with Delta Airport Consultants, Inc.
- Award approval from the City Commission on 7/13/22

Fiscal Impact (Finance): Yes

Cost will be on a Task Order basis.

Legal Review (City Attorney): Yes

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 8-10-22



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: July 13, 2022

Agenda Item #:

SUBJECT: Award Recommendation for RFP #21-22-009 Engineering Services for T or C Airport Improvements

DEPARTMENT: Finance Department

DATE SUBMITTED: July 7, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background: RFP #21-22-009 for Engineering Services for the T or C Airport Improvements was advertised for two consecutive weeks and posted on the City's website. A Pre-Proposal meeting was held on June 3, 2022 at the Airport. Proposals were due on June 16, 2022 at 2:00 pm. Evaluations were performed on July 6, 2022. Oral presentations were not held.

Recommendation:

Evaluation Committee's Recommendation for Award is Delta Airport Consultants, Inc.

Attachments:

[Click here to enter text.](#)

- Evaluation Committee Report and Recommendation
-

Fiscal Impact (Finance): Yes

Cost will be on a Task Order basis.

Legal Review (City Attorney): N/A

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

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



EVALUATION COMMITTEE REPORT and RECOMMENDATION RFP#21-22-009 ENGINEERING SERVICES FOR THE TRUTH OR CONSEQUENCES AIRPORT IMPROVEMENTS

SUBJECT: Evaluation Committee Report and Recommendation– RFP#21-22-009 ENGINEERING SERVICES FOR THE TRUTH OR CONSEQUENCES AIRPORT IMPROVEMENTS

The Procurement Office received five (5) responses to its Request for Proposals for the RFP#21-22-009 Engineering Services for the Truth or Consequences Airport Improvements, prior to the submission deadline of 2:00 pm Mountain Standard Time, June 16, 2022. The companies who responded were: Delta Airport Consultants, Inc., Armstrong, Parkhill, Bohannon Houston, and Dubois & King, Inc.

A Pre Proposal meeting was held on June 3, 2022 at 10:00 am at the City of Truth or Consequences Municipal Airport located at Hwy 181 North, Truth or Consequences, NM.

Summary of Evaluation Committee Activity

The members of the evaluation committee were: Bruce Swingle, City Manager, Chad Rosacker, Tech 45 Enterprises, and Orrin (OJ) Hechler, Community Services Director.

The Committee met on July 6, 2022 to score proposals. The evaluation criteria were listed in the Request for Proposal. The Evaluation Point Table Summary attached reflects all of the evaluation criteria used for scoring and the scores received for each proposer. (Attachment A)

Evaluation Points

Specialized Design and Technical Competence: A total of 25 points were available based on specialized design and technical competence of the business, including a joint venture or association, regarding the type of services required.

Capacity and Capability: A total of 25 Points were available based on capacity and capability of the business to perform the work, including any consultants, their representatives, qualifications and locations, to perform the work including any specialized services, within the time limitations.

Past Record of Performance: A total of 20 points were available based upon past record of performance on contracts with government agencies and private industry with respect to such factors as control of costs, quality of work and ability to meet schedules.

Familiarity with City of Truth or Consequences Airport: A total of 15 points were available based upon proximity to or familiarity with the area in which the project is located; Firm and proposed key personnel's familiarity with the City of Truth or Consequences Airport and its setting; Firm's experience in New Mexico and in dealing with state and federal funding, administrative, and regulatory agencies.

Approach to Providing the Services: A total of 10 points were available based upon evidence of understanding of scope of work, the site, and existing conditions. Firm was to describe their approach to providing and managing the anticipated services and projects.

Amount of Design Work in New Mexico: A total of 5 points were available based upon the amount of design work that will be produced by a New Mexico business within this state.

Recommendation of the Committee: The committee considered all five offerors qualified to perform the work as specified in the Request for Proposals. As a result of the scoring, the committee respectfully recommends that the award and contract to perform the scope of work as outlined in the Request for Proposal #21-22-009 Engineering Services for the Truth or Consequences Airport Improvements be awarded to Delta Airport Consultants, Inc. who scored a total of 91.33 points out of a possible 100. Armstrong scored a total of 89.83 points. Bohannon Houston scored a total of 86.33 points. Parkhill scored a total of 85.67 points. Dubois & King, Inc. scored a total of 84.33 points. None of the bidders qualified for Veteran's Certificate bonus points of 10.

Thank you for your time and consideration of the recommendation.

Bruce Swingle, Evaluation Committee Member

Orrin (OJ) Hechler, Evaluation Committee Member

Chad Rosacker, Evaluation Committee Member



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.8

SUBJECT: Approval of Morgan Street Booster Pump ITB #21-22-011

DEPARTMENT: Finance Department

DATE SUBMITTED: August 3, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: City Manager Swingle

Summary/Background: IFP #21-22-0 for Morgan Street Booster Pump was advertised for two consecutive weeks and posted on the City's website. A Pre-Proposal meeting was held on July 7, 2022 at the City Clerks office. Proposals and bid opening were due on July 28, 2022 at 2:00 pm. Lowest bidder was deemed unresponsive on 08/01/2022, 2nd place Award Winner Notified and Contract returned 08/04/2022

Recommendation:

Approval of the Award Winner and Contract for Morgan Street Booster Pump ITB # 21-22-011

Attachments:

- Morgan Street Booster Pump ITB#21-22-01 Contract

Fiscal Impact (Finance): Yes

The bid price was \$126000.00

Legal Review (City Attorney): No

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 8-10-22

**CITY OF TRUTH OR CONSEQUENCES
MORGAN STREET BOOSTER PUMP
ITB #21-22-011**

THIS CONTRACT, made and entered into this 10th day of August, 2022, by and between City of Truth or Consequences, in New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "City"), and Morrow Enterprises, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the City issued a Request for Bids for a Contract for **Morgan Street Booster Pump**, ITB No. 21-22-011; and

WHEREAS, the Contractor submitted its bid in response to ITB No. **21-22-011**, issued June 10, 2022 ; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Work (See Attachment A)

Furnish and install and Start-up one booster pump with variable speed motor with all the appurtenances in the third opening in the existing Morgan Street booster station skid to make this installation fully functional and operational. Exhibit A indicates the location of the NEW facilities in the existing booster station skid. Pump, Valves, and appurtenances will be configured in the same manner as the other two pumps configuration in the existing booster pump skid. Contractor will install NEW booster pump with VFD motor, 6" Check Valve, and 2-each Butterfly valves, including all associated appurtenances. This NEW pump will be operated in manual mode from the VFD panel.

2. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

3. Use of Agreement

With the consent of the contractor, other Central Purchasing Offices (NMSA 1978, §13-1-27) may purchase under this Agreement, provided that the service is under the same terms and conditions as stated herein, unless a lower price is agreed to between the City and the Contractor.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the

City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bid may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar day notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

7. Termination by Contractor

The Contractor may terminate this Agreement by giving written notice to the City at the address listed herein at least sixty (60) calendar days prior to the expiration of the term of this Agreement. The expiration, for termination purposes, shall be defined as 365 days from the date of execution of this Agreement.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in ATTACHMENT A of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope;
- B. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall be submitted on a monthly basis to City of Truth or Consequences Accounts Payable Department, 505 Sims Street, Truth or Consequences, NM 87901. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

11. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

12. Insurance

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract a Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

A. 1. Workers Compensation – Statutory

2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

B. Commercial General Liability with ISO CG 0001 07/98

- a. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
- b. Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
- c. Property Damage Liability Insurance shall not exclude (XCU)
- d. Pollution Legal Liability: \$1,000,000 Each Occurrence

C. Business Automobile Liability

- a. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA 0001 07/98
- b. Pollution Liability (MCS90) for Transportation exposure (if applicable): \$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractors: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits.

13. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver or commence any work or any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

14. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

15. Reports and Information

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

16. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all

contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

17. Record Ownership

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

18. Publication, Reproduction, and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

19. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

21. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

22. Scope of Agreement

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

23. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

Chief Procurement Officer
City of Truth or Consequences
505 Sims Street
Truth or Consequences, NM 87901

The official name and address of the Contractor is:

Morrow Enterprises Inc.
6525 W. Picacho Ave
Las Cruces, NM 88007

24. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and city, and county laws, rules and ordinances.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

28. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

29. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

30. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

31. Penalties

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

32. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

33. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

IN WITNESS WHEREOF, the City of Truth or Consequences and the Contractor have executed this Contract as of _____:

By: _____
City of Truth or Consequences

Date: _____

By: _____
City's Legal Counsel –Certifying legal sufficiency

Date: _____

By: *Walter M. M. M.*
Contractor

Date: 8-5-22

**ATTACHMENT A
SCOPE OF WORK
MORGAN STREET BOOSTER PUMP**

1. GENERAL

1.01 SECTION INCLUDES

- A. Booster Pump, VFD, Check Valve, and Butterfly Valves**

1.02 SCOPE OF WORK

- A. Furnish and install and Start-up one booster pump with variable speed motor with all the appurtenances in the third opening in the existing Morgan Street booster station skid to make this installation fully functional and operational. Exhibit A indicates the location of the NEW facilities in the existing booster station skid. Pump, Valves, and appurtenances will be configured in the same manner as the other two pumps configuration in the existing booster pump skid. Contractor will install NEW booster pump with VFD motor, 6" Check Valve, and 2-each Butterfly valves, including all associated appurtenances. This NEW pump will be operated in manual mode from the VFD panel.**
- B. This specification covers the furnishing and installation of pump, appurtenances, and VFD electric motors for one booster pump at the Morgan Street Booster Station.**
- C. All work shall be done in strict accordance with the Owner satisfaction, these specifications, approved shop drawings, and manufacturer's recommendations.**

1.03 SUBMITTALS

A. Submit:

- 1. Letter certifying that equipment and materials comply with the Owner Specifications.**
- 2. Pump Installation Shop Drawings: Provide plan and sectional drawings for pump installation showing individual subassemblies, fabricated pieces, mounting information, outline dimensions, and other pertinent dimensions.**
- 3. Pump manufacturer's installation instructions: Provide instructions, assembly diagrams, and lists of assembly components.**
- 4. Pump product data:**

- a. Pump performance curve for pump operating range plotting flow against the following:
 - i Head capacity.
 - ii Input and shaft power.
 - iii Overall and hydraulic efficiency.
 - iv Brake horsepower.
 - v Net positive suction head.
 - vi Data on starting and no-load characteristics.
- b. Manufacturer's name and catalog cuts listing type, model number, catalog number, styles, finish, and information describing operating principles and fundamentals.
- c. Pump and motor starting current, torque, and power factor.
- d. Materials of construction of all components.
- e. Reference NCRA Standard ES2100, Pumps.
- f. Electric motor driver information: Reference NCRA Standard ES2140, Electrical Motors.

1.04 PROJECT RECORD DOCUMENTS

- A. Submit record documents to Owner. Ensure entries are complete and accurate, enabling future reference by Owner.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit operation and maintenance data bound per Owner's standard specifications.
- B. Submit complete sets of operation and maintenance data to Owner. Quantity of sets per Owner's standard submittal procedures.

1.06 QUALITY ASSURANCE

- A. Materials and equipment shall be the standard products of a manufacturer regularly engaged in the manufacture of the products and shall essentially duplicate items that have been in satisfactory use for at least 5 years prior to bid opening.
- B. All work shall be performed in strict accordance with the Standards of the Hydraulic Institute. This does not relieve Contractor of the workmanship or materials called for in these Specifications or shown on the Drawings when these requirements are above the minimum requirements of said codes or regulations.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Transport, handle, store, and protect equipment according to manufacturer's instructions.

1.08 PROJECT ENVIRONMENTAL CONDITIONS

- A. Pump area classifications:

1. Exterior installation subject to variable environmental conditions.
2. Provide equipment and materials approved and suitable for these locations.

1.09 WARRANTY

- A. Provide a 1-year warranty, commencing at start-up, against defects in workmanship and materials for the pumps and components.
- B. Cover all costs for part(s), labor, and materials to repair failed part(s) under this warranty.
- C. Only new replacement part(s) will be used under this warranty.
- D. Provide copies of all warranties to the Owner at startup.

2. PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. James Cooke & Hobson Inc (JCH) (Contact Mark Snyder (915) 581-5458)
- B. Engineer approved equal.
- C. The naming of a manufacturer in this specification is not an indication that the manufacturer's standard equipment is acceptable in lieu of the specified component features. Naming is only an indication that the manufacturer may have the capability of engineering and supplying a system as specified.
- D. Substitutions of equivalence only.

2.02 BOOSTER PUMP

- A. Pump: Grundfos Booster Pumps, Model CR 155-3-2: 75 hp, 3600 RPM, 460/3/60, 800 gpm at 275'

2.03 VARIABLE SPEED MOTOR

- A. Motor: Grundfos CUE Variable Frequency Drives 460/3/60, 105 amps, Model: 55 kW, 75 HP, IP20-96754701

2.04 CONTROL PANEL

- A. Control Panel:

2.05 FITTINGS AND VALVES

A. Check Valve: 6" Check Valves, Wafer Style (1 each)

B. Valve: 6" Butterfly Valves, Lug Style (2 each)

2.06 SPARE PARTS

A. One complete set of spare parts shall be supplied for storage.

2.07 EXECUTION

A. INSTALLATION

- 1. Contractor to install in accordance with manufacturer's written instructions**
- 2. Contractor to provide all tools and other equipment required for the complete installation of the booster pumps.**
- 3. Contractor shall provide a complete installation so the NEW pump is fully functional and operational to the Owners satisfaction.**

B. TECHNICAL DIRECTION

- 1. The manufacturer shall provide the services of a trained, qualified service technician for a minimum of two 8-hour days on the job site to assist in installation, startup, and operator training.**
- 2. Service technician shall assure equipment has been installed in accordance with shop drawings, assist in initial start-up, and provide adequate training to OWNERS personnel in proper operation and maintenance of the equipment.**
- 3. CONTRACTOR shall assume responsibility for the readiness of the equipment when service technician is requested. All costs of additional time required by the technician due to incomplete equipment readiness shall be paid by the CONTRACTOR.**
- 4. Service technician shall provide certification in report form, including inspections made, test results, and any deficiencies noted.**

**ATTACHMENT B
BID & PRICING FORMS
MORGAN STREET BOOSTER PUMP
ITB #21-22-011**

Total Bid Price (excluding Gross Receipts Tax) \$ 126,000.00

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below and submit the explanation with your bid. Submission of stated specifications does not mean acceptance by the City. Specifications that vary from the required specifications will be evaluated on an individual basis and a determination will be made that is in the best interest of the City.

I ☒ do meet specifications (check line as appropriate)

I ☐ do not meet specifications (check line as appropriate) for the following reasons:

Please list which product does not meet the specifications, why the product(s) or services do not meet the specifications, and any alternative you may be suggesting (Please attached addition sheet if needed):

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Morgan Enterprises, Inc.
Company/Bidder Name

Warren Morgan
Signature of Authorized Representative

4525 W. Acacha Ave.
Address

Warren Morgan
Name of Authorized Representative

Las Cruces NM 88007
City, State, Zip Code

President
Title of Authorized Representative

525-526-1178
Telephone Number

8-3-2022
Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: August 10, 2022

Agenda Item #: I.9

SUBJECT: Consideration of the appointment of Jessica MacKenzie to the Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: August 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

The Lodgers Tax Advisory Board currently has 2 vacancies on their board. At their July 25th meeting they recommended the appointment of applicant Jessica MacKenzie to serve as a member on the board.

Recommendation:

LTAB recommends appointment of Jessica MacKenzie to the 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 8-10-2022



City of Truth or Consequences

City Boards Application

Name: Jessie Mackenzie Address: 1101 W. 9TH TORC
Phone: 575 740 2808 Email: jessicamack1002@gmail.com

I am interested in serving as a member of one the following Boards:

- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Public Arts Advisory Board | <input type="checkbox"/> Golf Course Advisory Board |
| <input type="checkbox"/> Public Utility Advisory Board | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Recreation Advisory Board |
| <input checked="" type="checkbox"/> Lodger's Tax Advisory Board | <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board |

☐ Other: _____

My qualifications are:

1. Served as Chamber of Commerce President/V.P./ board member for (5 years)
2. Served as restaurant/service industry representative on the Tourism Board (3 years)
3. Former small business owner downtown district (10 years)
4. History of volunteerism & community involvement
5. Basic understanding of lodgers tax

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: _____

Date: 27 May 2012