

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
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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, OCTOBER 12, 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. City Commission Regular Minutes, September 28, 2022
2. Acknowledge Regular Airport Advisory Board Minutes, July 5, 2022
3. Acknowledge Special Airport Advisory Board Minutes, August 23, 2022
4. September 2022 Accounts Payable

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 13 22/23 for the Sale of Surplus Property to be sold at the November 5, 2022 Auction through Willard Hall Auctions. Angela A. Torres, City Clerk
2. Discussion/Action: Resolution No. 14 22/23 to adopt a City Debit/Credit Card Policy. Carol Kirkpatrick, Finance Director

H. PUBLIC HEARINGS (5 Minute Rule Applies)

1. Public Hearing/Discussion/Action: Final Adoption of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program. City Manager Swingle

I. NEW BUSINESS

1. Discussion/Action: Approval of the Grant Agreement between the New Mexico Department of Transportation and the City of Truth or Consequences. Interim Chief Donald Venable
2. Discussion/Action: Approval of Purchase Requisitions over \$20,000. Carol Kirkpatrick, Finance Director
3. Discussion/Action: Amendment to the 2022-23 Salary Pay Schedule. City Manager Swingle
4. Discussion/Action: Approval of Contract between Nick Jernigan and the City of Truth or Consequences for Water/Wastewater Field Foreman Services. Carol Kirkpatrick, Finance Director and City Manager Swingle
5. Discussion/Action: Approval of Contract Renewal for Bartoo Sand & Gravel, Inc. Carol Kirkpatrick, Finance Director
6. Discussion/Action: Approval of JPA between the City of Truth or Consequences and the Village of Williamsburg for Police Services, Animal Control Services and Animal Shelter Services. City Manager Swingle
7. Discussion/Action: Re-appointment of Jake Foerstner to the Lodgers Tax Advisory Board. Angela A. Torres, City Clerk
8. Discussion/Action: Re-appointment of Linda DeMarino to the Lodgers Tax Advisory Board. Angela A. Torres, City Clerk
9. Discussion/Action: Consideration of the appointment of Victoria Harrington to the Lodgers Tax Advisory Board. Angela A. Torres, City Clerk
10. Discussion/Action: Consideration of the appointment of Allen Hansen Begg to the Recreation Advisory Board. Angela A. Torres, City Clerk
11. Discussion/Action: Consideration of the appointment of Robert McGuire to the Airport Advisory Board. Angela A. Torres, City Clerk
12. Discussion/Action: Annual request to hold one meeting in November and December 2022. Angela A. Torres, City Clerk
13. Discussion/Action: Review, Approve and/or Allocate Funds to Geronimo Trail Scenic Byway (GTSB) for Postage Fulfillment for the year. Tammy Gardner, Executive Assistant
14. Discussion/Action: Review, Approve and/or Allocate Funds to Geronimo Trail Scenic Byway (GTSB) application for Visitor Center Feather Flag funding. Tammy Gardner, Executive Assistant
15. Discussion/Action: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for the T or C Rock and Gem Show. Tammy Gardner, Executive Assistant

J. EXECUTIVE SESSION

1. Threatened & Pending Litigation (*George Henson*) pursuant to 10-15-1(H.7).
2. Threatened & Pending Litigation (*Robbie Montgomery*) pursuant to 10-15-1(H.7).

K. 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 OCTOBER 26, 2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: C.1

SUBJECT: Presentation of Service Anniversary Awards.
DEPARTMENT: Finance
DATE SUBMITTED: October 3, 2022
SUBMITTED BY: Alona Niebergall
WHO WILL PRESENT THE ITEM: City Manager Swingle and department supervisor

Summary/Background:

Employee Anniversary: Sorg, Joe – 2 YEARS
Employee Anniversary: Holguin, Mindee – 2 YEAR
Employee Anniversary: Daley, John – 1 YEARS
Employee Anniversary: Waldron, Robert – 12 YEARS
Employee Anniversary: Huron, Scott – 12 YEARS
Employee Anniversary: Martinez, Leonides – 25 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 10-12-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: F.1

SUBJECT: City Commission Regular Minutes, September 28, 2022
DEPARTMENT: City Clerk's Office
DATE SUBMITTED: October 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 10-12-2022

**CITY COMMISSION MEETING MINUTES
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
CITY COMMISSION CHAMBERS, 405 W. 3RD St.
WEDNESDAY, SEPTEMBER 28, 2022**

A. CALL TO ORDER:

The meeting was called to order by Mayor Pro-Tem 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. Rolf Hechler, Mayor Pro-Tem
Hon. Destiny Mitchell, Commissioner
Hon. Merry Jo Fahl, Commissioner
Hon. Shelly Harrelson, Commissioner was absent
Hon. Amanda Forrister, Mayor was absent

Also Present: Bruce Swingle, City Manager
Traci Alvarez, Assistant City Manager
Angela A. Torres, City Clerk-Treasurer
Victor Rodriguez, Chief of Police

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 City Attorney Rubin to lead the Pledge of Allegiance.

4. APPROVAL OF AGENDA:

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

C. PUBLIC COMMENT (3 Minute Rule Applies):

Kathleen Sloan addressed the Commission with comments related to:

- (1) She commented on the Solid Waste Department, and the purchase of the Loanstar Freightliner. She feels that we should not buy a quarter million dollar truck unless we know the work it will do, and if it will earn back the cost, and we don't know that. She wrote each of the Commissioners last month about this issue with research of the cost of the Solid Waste Department provided. The city has already busted out three of its utilities, and now it is applying the same failed government and business practices to the Solid Waste Department. There is no transparency or business plan.

D. REPORTS:

City Manager Swingle reported the following:

- He gave kudos to staff. Everyone is working very hard and diligently to get things done.
- He gave a special kudos to David Johnson for doing vector spraying around the county fairgrounds for the county fair. He will have at least one more trip between now and the time of the event to ensure that it is rid of mosquitos. County staff said that the mosquitos are very intolerable this year. They had a lot of weeds, so they cleaned them out and they found a lot of setting water on the property so David was able to go in and insure that the folks have a good county fair.
- Water leaks are continuing to be a problem. We have around 30 water leaks right now. The gushers are being addressed immediately. We have one staff member who is working on water leaks, and between that, and the Vac Station, the time is being divided for water leak repairs. He and Water/Wastewater Director Pete English sat down and talked about a strategy of moving forward so they can get as many of these leaks fixed as soon as we can. We ask for the public's patience and understanding. We appreciate them reporting them to us, but it is not going to get them done any quicker by reporting them every day. We know about most of the leaks and we still want people to call them in because some of surfacing that we don't know about. They are getting to them as fast and efficiently as they can. It is not a short term fix. We are going to continue to have water leak problems for the foreseeable future and until we get adequate funding to address the lines across the city.
- The Chamber of Commerce has taken the lead on the Infrastructure bond, and boy have they. They have done a fantastic job, and they're going to kick off their marketing plan any moment now. They have all of the information they need to insure success, so we are very excited about their efforts. They are spending 100% of their energy on ensuring that the bond succeeds.
- We still have vacancies on our advisory boards. He did a radio station interview out of Las Cruces on 91.1, and he talked about the significance of volunteers, and how important they are to communities across the country. He thinks that the interview went very well. The reporter was aware of the struggling efforts for all of the entities to get volunteers to help out in communities, so hopefully this will

CITY COMMISSION SEPTEMBER 28, 2022 REGULAR MEETING MINUTES

help. We still have vacancies on the Airport Advisory Board, Golf Course Advisory Board, Impact Fee Advisory Board, and Recreation Advisory Board. Yesterday the Lodgers Tax Advisory Board recommended appointment of their final member and it will be on the next meeting agenda. It wasn't timely to have it on this agenda.

- You have an item on the agenda today about the NMDOT Roundabouts, and modifying the agreement that we have with them. This is the first amendment to the agreement, and I'll talk more about that when we get to that item on the agenda.
- We had the Court Committee Public Hearing on Monday to discuss the courts, and at this point we will wait to have the minutes from the meeting. We will schedule a follow up meeting with the committee members, and put everything together as the committee wants to, and then we will take it to the full board for consideration.
- The Chief of Police is retiring. Friday is his last day, and we are having a little get together at the Civic Center on Friday to say goodbye to the Chief. The Commissioners are certainly welcome. It will be at noon on Friday. The Rotary Club has said goodbye to the Chief for the last 4 weeks now. The respect the community has for him is amazing. I've had nothing but positive comments from everyone in the community wishing the Chief would stay. It is certainly understandable of his ability to retire, and the desire to be with his family, which I think we all want that, so we certainly can't criticize him for that. We wish him the absolute best of luck on all future endeavors. He will be sorely missed. We are starting to get a few applicants in for the Chief of Police position, and we may be able to set up interviews as early as next week. It will be very likely that most of the interviews will be done via zoom because we have several out of state applicants.
- The Commissioners asked that he reach out to the Office of the State Engineer about coming to the Commission and having a workshop regarding the geothermal water. They lack a lot of expertise, and knowledge, of the geothermal water. They're kind of hashing it out through the Albuquerque Office. The Las Cruces Office, and the Santa Fe Office, of who would be in the best position to come and talk to the community, and the Commissioners about the geothermal water. We will get it scheduled as soon as they can come in. Ideally, I would like to have it on the same day as a commission meeting. We can do it an hour before, and have the workshop if that is amenable to the State Engineer's Office.
- We were notified that we received \$1.6 million dollars in the Congressional Rec. spending Bill. We asked for \$54 million for water and wastewater, and one administrative project for the electric department. However, we received \$1.6 million for the Water Department for critical needs. We are not certain on the timeline of how soon we will get the money, but I do believe it will be in the very near future that we will start seeing action from the Feds in processing that to move forward with the project. Hopefully, we'll get more next year because we did articulate our justification, and the critical needs of our Water, Wastewater, and Electric Department.

City Attorney Rubin reported the following:

- He really enjoyed working with Chief Rodriguez and he wishes him the best.

City Commission Reports:

Commissioner Mitchell reported the following:

- She reported on the Geronimo Springs Museum's 50th Anniversary. It was a really good turnout. There were a lot of community members there. There were also a lot of new people who had never been there before. She did one of the ribbon cutting for the pottery room as they opened up a new display. They had an old west shoot out show with Doc Holliday in the Plaza. It was really neat, and it was a good experience to see how far the museum has come. Especially in the past 50 years.
- She got a card from the Balneology Association when she and Mayor Pro-Tem Hechler went to the dedication for Kathy Clark. NMSU is also coming up on October 21st to take a group of high school student's downtown to do a geothermal project where they are going to learn about the water temperatures, and that kind of stuff.

Commissioner Fahl reported the following:

- The Geronimo Springs Museum's 50th Anniversary was pretty exciting. They had a really good turnout. There were a lot of people who had never toured the museum before. She appreciated Commissioner Mitchell for coming and doing the ribbon cutting. They tried to do that for each Municipality, to have them come for some sort of ribbon cutting for a special room, so that was good.
- She asked City Manager Swingle how the Water Department prioritizes the water leaks.

City Manager Swingle: That's a great question. The director assigns work activities for his crew, which is only one individual at this point. Generally he needs additional staff to help with the digging, operating equipment, and things of that nature. We still have sewer backup problems with the Vac Station on Riverside, and that has been an ongoing problem, and all hands get called because we have sewer backing up into homes. There is one individual who is working in water right now. There were some new hires that were recommended, and they are going through the background checks, and drug testing for those individuals to get them on board which I'm sure people have been hitting the ground running to deal with some of these. We are also looking at bringing in contractors who have their G9 certifications so they can actually go and do the work on these leaks. One of the issues that came up, and it is not something that we've historically done is that we have to have at least a Level 2 Water Operator onsite for all water repairs and the only one we have in the organization is our Director Pete English, and that really limits what we can do.

Mayor Pro-Tem Hechler reported the following:

- He thanked Chief Rodriguez for his service, and he wished him well.

E. CONSENT CALENDAR:

- 1. City Commission Regular Minutes, September 14, 2022**
- 2. Public Utility Advisory Board Minutes, August 15, 2022**

Commissioner Mitchell moved to approve the Consent Calendar with an amendment to the City Commission Minutes. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

F. ORDINANCES/RESOLUTIONS/ZONING:

- 1. Discussion/Action: Resolution No. 11 22/23 Budget Adjustment Resolution:**

City Manager Swingle reviewed the Budget Adjustments provided in the packet.

Commissioner Fahl moved to approve Resolution No. 11 22/23 Budget Adjustment Resolution. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 2. Discussion/Action: Approval of Resolution 12 22/23 Adopting a Wastewater Sanitary Sewer Asset Management Plan:**

Alfredo Holguin Wilson & Company, Inc. reviewed the Municipal Wastewater Asset Management Plan. (Complete copy attached hereto and made a part hereof).

Commissioner Mitchell moved to approve Resolution 12 22/23 Adopting a Wastewater Sanitary Sewer Asset Management Plan. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

- 3. Discussion/Action: Publication of Ordinance No. 741 to amend Article VIII, Section 7-202 of the City Code of Ordinances, pertaining to the Collection of Lodgers Tax and Reporting Procedures:**

City Manager Swingle: What you have before you is an amendment to our existing ordinance to capture Airbnb type revenues and taxes. We have a lot of Airbnb's in the community, and I think for the most part, most of the property owners believe that Airbnb is actually taking out Lodgers Tax, and providing that revenue to the city, but that is not the case. Our ordinance doesn't allow for that. Our ordinance requires the property owners to pay their Lodgers Tax to the city. This amendment will allow a market place provider such as Airbnb, and any others who are out there to collect the revenue. They are already collecting the fee for the space and taxes, but they are not collecting the Lodgers Tax so this amendment will allow them to do that. We forwarded our amendment to Airbnb so their legal can look at it to ensure that it meets all of the



TRUTH OR NEW MEXICO
CONSEQUENCES

Municipal Wastewater Asset Management Plan

**WILSON
& COMPANY**

discipline | intensity | collaboration | shared ownership | solutions

What is an Asset Management Plan?

“Asset Management is a process for maintaining a desired level of customer service at the best appropriate cost.” (NMED)

- Five Core Components of an Asset Management Plan (AMP):
 - **Current State of The Assets**
 - Inventory and Condition of all Assets.
 - **Level of Service**
 - Sets the goals for services to provide.
 - **Criticality**
 - Identifies those assets that are the most vital to the sustained operation of the utility.
 - **Life Cycle Costing**
 - Uses all information collected to make informed decisions about O&M and asset replacement.
 - **Long Term Funding**
 - Identifies strategy for asset O&M and replacement over time.

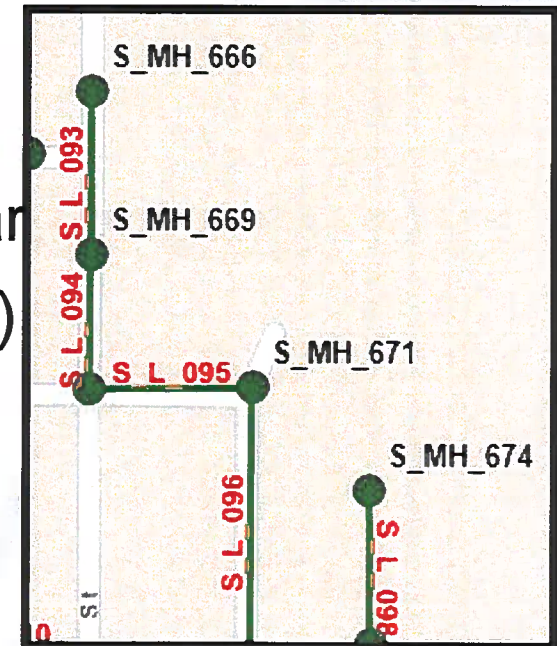
Why Develop an Asset Management Plan?

“Asset management provides a means to pursue and achieve sustainable infrastructure.” (EPA)

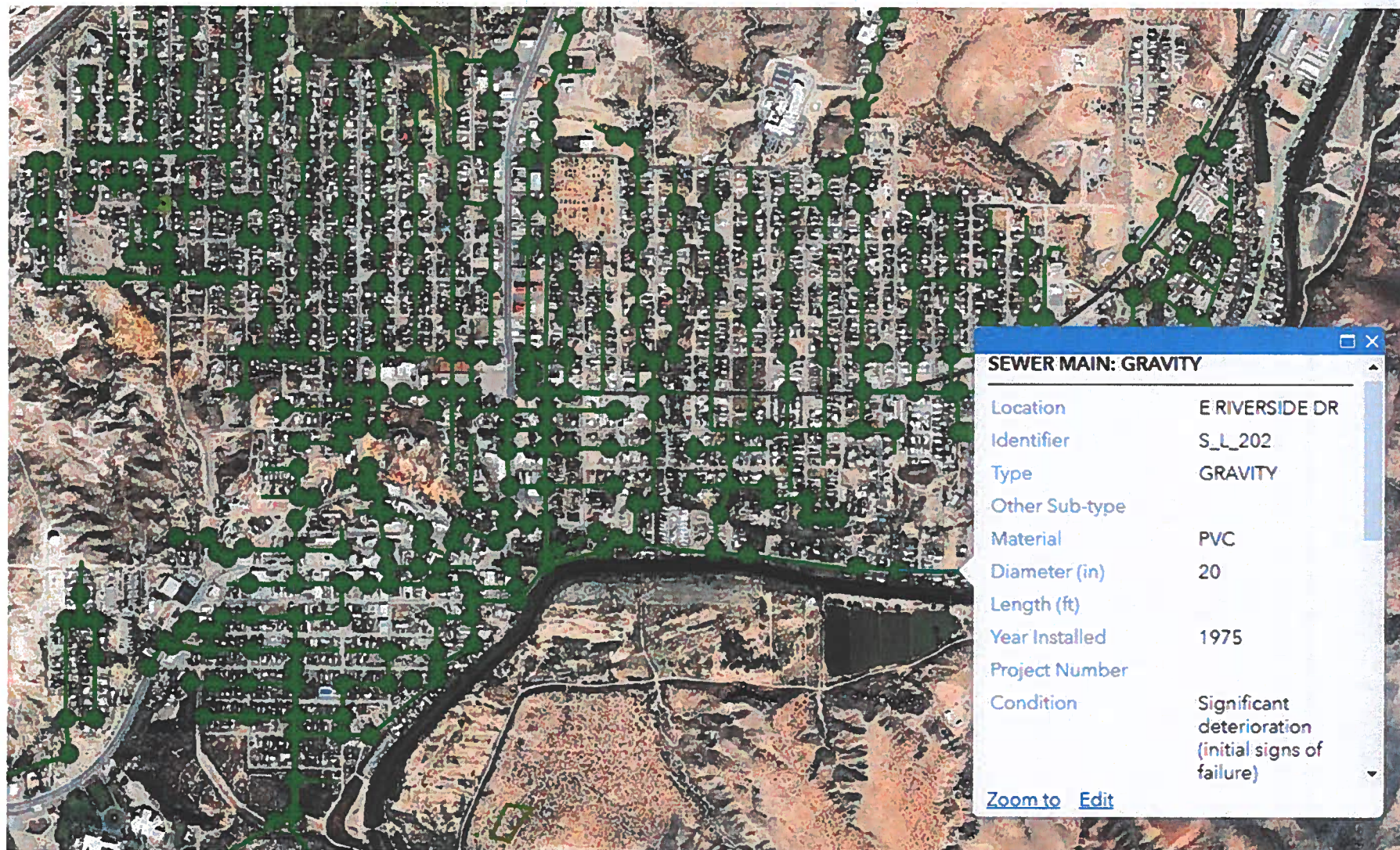
- Opens communications between system staff and decision makers.
- Moves systems from crisis management to informed decision making.
- Facilitate more efficient and focused system operations.
- Improve financial management to make the best use of limited resources.
- Serves as a tool to record all asset management practices and strategies.
- Meet capital funding requirements, increase funding application scores and qualify for additional funding sources.

Municipal Wastewater AMP Overview

- Sewer Collection Lines (S_L_000)
 - Pipes between manholes that collect wastewater by gravity.
- Lift Stations (S_LS_00)
 - Wet-well structures with pumps, motors and controls associated with the station.
- Manholes (S_MH_00)
 - Manhole structure with rim and collar
- Wastewater Treatment Plant (S_TP_00)
 - All Components at Treatment Plant
- Vacuum Station
 - All Components at Station



Municipal Wastewater AMP Overview

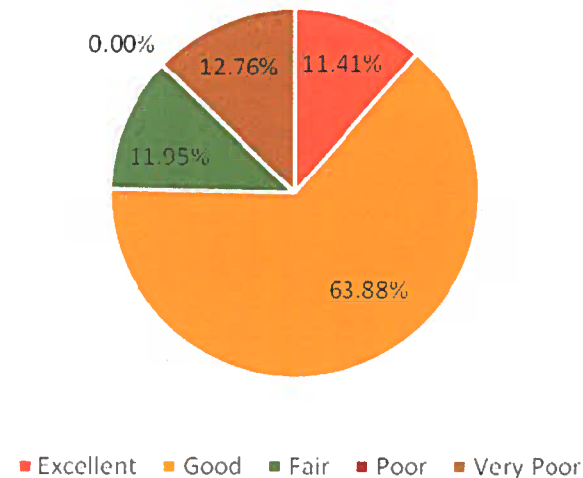


Condition Assessment of Assets

- Generally, most of the collection system is classified as Fair to Poor
- A small portion is either in good condition or very poor.
- “Unknown” condition items are due to inability to access or lack of current institutional knowledge.

Sewer Collection System			
	Lines	Manholes	Total
Excellent	0	0	0
Good	139	29	168
Fair	462	479	941
Poor	131	89	220
Very Poor	30	3	33
Unknown	144	44	188
Risk	Lines	Manholes	Total
Low	711	552	1263
Medium	144	45	189
High	21	1	22
Extreme	0	0	0

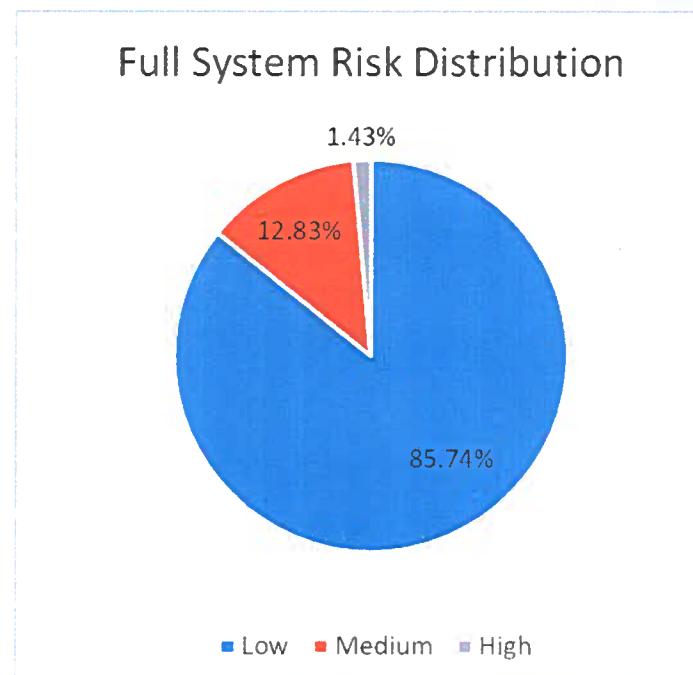
Full System Condition Level



Risk Assessment of Assets

- Generally, most of the collection system is at Low Risk
- The WWTP, Vacuum Station and Lift Stations are High Risk due to single point of failures.
- “Unknown” condition items are due to inability to access or lack of current institutional knowledge.

Sewer Facilities	
Condition	Lift Stations
Excellent	2
Good	9
Fair	0
Poor	2
Very Poor	0
Unknow	0
Risk	Lift Stations
Low	11
Medium	2
High	0
Extreme	0

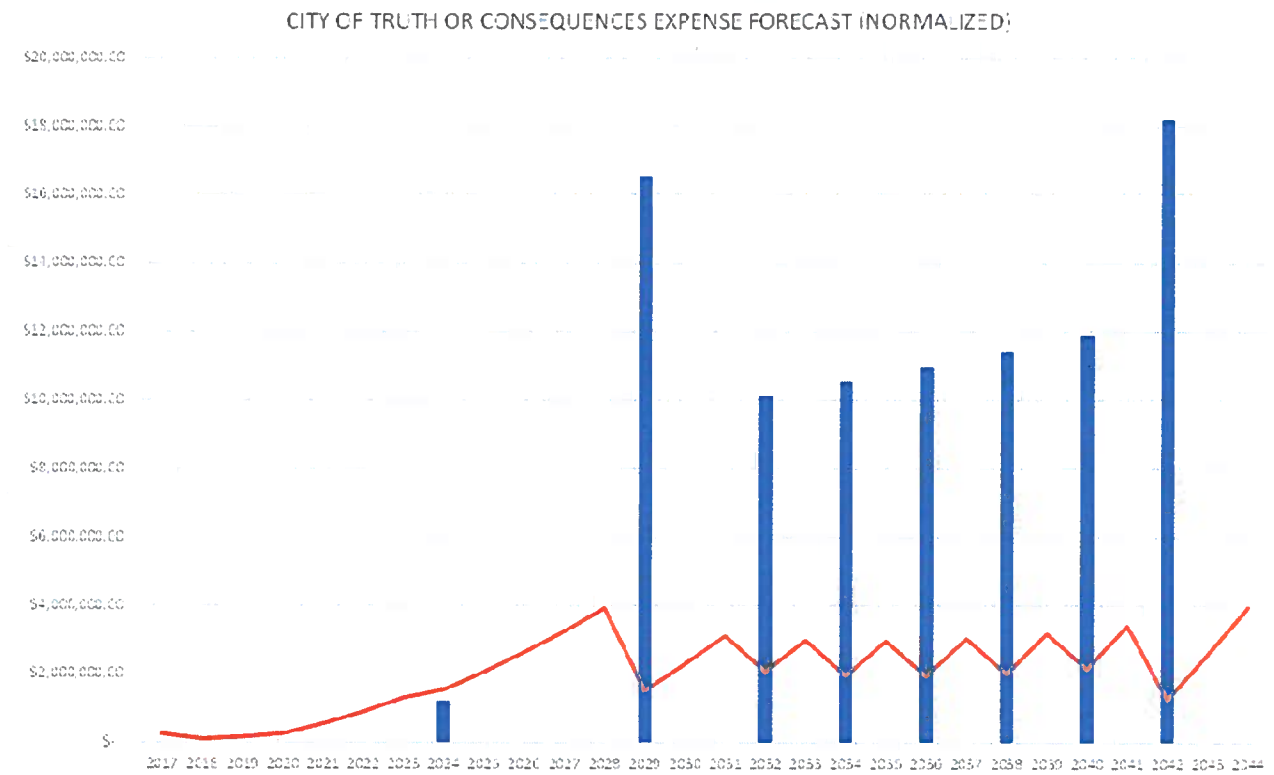


Capital Improvements Schedule

ASSET	QTY	COST
High Risk Items (Immediately)		
Lift Station (WWTP)	1	\$176,650.00
Vacuum Station(Riverside)	1	\$148,685.00
Wastewater Treatment Plant Equipment	1	\$805,500.00
Manholes	1	\$25,980.00
Total=		\$1,156,815.00
Medium Risk and "Poor" Condition Items (5-10 Years)		
Collection Lines	131	\$14,015,295.80
Manholes	89	\$356,322.01
Total=		\$14,371,617.81
Medium Risk and "Fair" Condition Items (10-15 Years)		
Collection Lines	462	\$40,217,808.57
Manholes	479	\$1,334,460.30
Total=		\$41,552,268.87
Low Risk and "Good" Condition Items (15-20 Years)		
Collection Lines	139	\$12,100,163.19
Manholes	29	\$80,791.95
Total=		\$12,180,955.14

Wastewater Expense Forecast

- Expense Forecast accounts for the following variables:
 - 2.8% increase in system expenses per year.
 - 5.0% increase in wastewater rates per year.
 - 2.0% increase in construction cost per year to account for inflation.



Wilson & Company, Inc., Engineers & Architects

Capital Improvements Forecast

	Replacement Total (SAS)	Replacement Cost @ 2.0% Inflation/Year	Net Income:	Surplus:	Grant Funding (81% of Proj. Cost)	Running Total:
2017			\$ 247,316.00	\$ 247,316.00		\$ 247,316.00
2018			\$ 106,039.00	\$ 106,039.00		\$ 106,039.00
2019			\$ 51,804.00	\$ 51,804.00		\$ 157,843.00
2020			\$ 96,998.30	\$ 96,998.30		\$ 254,841.30
2021			\$ 290,156.83	\$ 290,156.83		\$ 544,998.13
2022			\$ 347,831.11	\$ 347,831.11		\$ 892,829.24
2023			\$ 404,695.19	\$ 404,695.19		\$ 1,297,524.43
2024	\$ 1,156,815.00	\$ 1,204,025.52	\$ 460,726.37	\$ (743,299.14)	\$ 975,260.67	\$ 1,529,485.95
2025			\$ 515,901.34	\$ 515,901.34		\$ 2,045,387.30
2026			\$ 570,196.12	\$ 570,196.12		\$ 2,615,583.42
2027			\$ 623,586.06	\$ 623,586.06		\$ 3,239,169.48
2028			\$ 676,045.84	\$ 676,045.84		\$ 3,915,215.32
2029	\$ 14,371,617.81	\$ 16,531,295.41	\$ 727,549.40	\$ (15,803,746.01)	\$ 13,390,349.28	\$ 1,501,818.59
2030			\$ 778,069.97	\$ 778,069.97		\$ 2,279,888.56
2031			\$ 827,580.03	\$ 827,580.03		\$ 3,107,468.58
2032	\$ 8,310,453.77	\$ 10,150,411.16	\$ 876,051.28	\$ (9,274,359.88)	\$ 8,221,833.04	\$ 2,054,941.74
2033			\$ 923,454.64	\$ 923,454.64		\$ 2,978,396.38
2034	\$ 8,310,453.77	\$ 10,564,657.30	\$ 969,760.20	\$ (9,594,897.10)	\$ 8,557,372.41	\$ 1,940,871.69
2035			\$ 1,014,937.23	\$ 1,014,937.23		\$ 2,955,808.92
2036	\$ 8,310,453.77	\$ 10,995,809.14	\$ 1,058,954.13	\$ (9,936,855.01)	\$ 8,906,605.41	\$ 1,925,559.32
2037			\$ 1,101,778.42	\$ 1,101,778.42		\$ 3,027,337.73
2038	\$ 8,310,453.77	\$ 11,444,556.63	\$ 1,143,376.69	\$ (10,301,179.93)	\$ 9,270,090.87	\$ 1,996,248.67
2039			\$ 1,183,714.63	\$ 1,183,714.63		\$ 3,179,963.30
2040	\$ 8,310,453.77	\$ 11,911,617.84	\$ 1,222,756.94	\$ (10,688,860.90)	\$ 9,648,410.45	\$ 2,139,512.85
2041			\$ 1,260,467.35	\$ 1,260,467.35		\$ 3,399,980.21
2042	\$ 12,180,955.14	\$ 18,171,849.72	\$ 1,296,808.57	\$ (16,875,041.15)	\$ 14,719,198.27	\$ 1,244,137.33
2043			\$ 1,331,742.25	\$ 1,331,742.25		\$ 2,575,879.57
2044			\$ 1,365,228.98	\$ 1,365,228.98		\$ 3,941,108.55

- Three (3) Project areas identified for immediate implementation:
 - 1) WWTP Lift Station
 - 2) WWTP Headworks and Oxidation Ditch
 - 3) Vacuum Station
- Continue proactive maintenance approach to increase service life of components.
- Utilize GIS Software maintain and update database.
- Continue with yearly rate increases and reserve account allocations to fund short lived and critical asset replacements.
- Continue to pursue funding opportunities for larger capital improvement projects.



TRUTH OR CONSEQUENCES NEW MEXICO

Questions?

J. Alfredo Holguin, PE
Wilson & Company, Inc.,
Engineers & Architects
505.348.4158

caveats that they want in the language. They looked it over and agreed to this and they are willing to take on that responsibility as soon as the ordinance is passed. This should generate a lot more revenue that we are currently missing. Just in this quarter alone, we are \$70,000 above last year's revenue, and last year was an exceptionally good year in Lodgers Tax. The Lodgers Tax Advisory Board met this week, they reviewed the amendment and they are in full support of this.

Commissioner Mitchell moved to approve Publication of Ordinance No. 741 to amend Article VIII, Section 7-202 of the City Code of Ordinances, pertaining to the Collection of Lodgers Tax and Reporting Procedures. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

E. NEW BUSINESS:

1. Discussion/Action: Consideration of appointment of Greg D'Amour to the Sierra Vista Hospital Governing Board:

City Manager Swingle: Member Cookie Johnson resigned from the board due to personal matters that she has to attend to so there is now a vacancy on the board. We advertised the vacancy and the only candidate who submitted a letter of interest was Greg D'Amour. Greg has served on the board for a long time. He was the Chairman of the Board at the time of his non-re-appointment from the County so I think it is important to know that in my experience on the board, the hospital staff finds a lot of comfort in Greg serving on that board, and in the capacity as Chairman. I think you've seen Greg's Credentials. He knows health care by nature of his career path and there is a lot of comfort by the hospital staff, as well as the hospital board members. If you look at our hospital board today, there are a lot of new folks on it, and that type of leadership is very important. I am currently the Chairman of that board, and the first thing I will do at the next meeting is to have it on the agenda for another election for Chairman if the Commission goes forward with this appointment. That will give the board the opportunity to select him as Chairman should they choose to do so, and I really don't have any doubt that they will because it is a tremendous comfort by having him there.

Commissioner Fahl moved to appoint Greg D'Amour to serve as a member on the Sierra Vista Hospital Governing Board. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

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

City Manager Swingle reviewed the purchase requisitions over \$20,000 provided in the packet.

Mayor Pro-Tem Hechler: What is the justification for the purchase of the Loanstar Freightliner?

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City Manager Swingle: Andy needs the equipment and we want to have cleanups in the community. We want to be able to bring dumpsters to an area of the community to provide cleanup days. Typically when you do free clean up days people have to go to the Convenient Center and take their material there when we have a cleanup day. We can do this in spot locations as needed with this equipment to do that. I know that the idea was brought up that we could generate some revenue, but this is not going to be a revenue generator in the sense that it will bring a robust amount of revenue to the city. This is for operations to provide sanitation services to the community, and most importantly to ease the operations for the public so that we can clean up communities and areas.

Commissioner Fahl: I think that it's difficult for a lot of people if they don't have pickups, and if they don't have trailers to haul things off, so I think it's a good idea. It would probably help clean up our community.

City Manager Swingle: We get a lot of questions about large item pickups, and this gives us the option of potentially going out into the community on certain dates, and picking these things up, because there are people who just don't have the means of doing it.

Commissioner Mitchell: Is the City of T or C able to rent this out to construction agencies or something like that as a potential revenue source?

City Manager Swingle: There could be some revenue generated from that, but it's not a large amount of revenue.

Chief Rodriguez: I really think this will really help on the Code Enforcement side of things. It will make it more accessible for individuals to clean up, instead of leaving the stuff on the side of their house, or only cleaning up a little bit at a time because they don't have the means to dispose of it, so the message of beautification access is really important here.

Mayor Pro-Tem Hechler: I have some questions on the justification. We used to use them at my prior job at Elephant Butte. We'd order roll offs for the park, and we had them set in strategic locations, and we paid \$5,000 to \$7,000 a weekend to have these roll offs filled up and hauled off by a private contractor. I'm just trying to justify the \$241,000 expense, versus renting roll offs from a private contractor several times a year. I need to understand that justification part of it.

City Manager Swingle: We can have Andy present at the next meeting if you would like to hear from him directly.

Mayor Pro-Tem Hechler: I understand the benefit to the community wholly. I'm just trying to weigh that against a private contractor bringing in roll offs 2-3 times a year for specific events or areas vs. having a brand-new truck, because I wonder how much it would be used. Will that truck take the trailer to the landfill full of trash, or will it dump it

here locally? Questions like that need to be answered. I'd like to table this until we get some questions.

Commissioner Mitchell made a motion to approve the Purchase Requisitions over \$20,000 with the removal of the Loanstar Freightliner Group item. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

3. Discussion/Action: Approve recommendation from the Recreation Advisory Board to amend the Municipal Code of Ordinance to combine the Golf Advisory Board with Recreation Advisory Board:

O.J. Hechler, Community Services Director: What we have here is a recommendation from our Recreation Advisory Board to combine these boards. What we're asking today is if we should move forward with the steps to amend the Municipal Code as it pertains to these two boards. We would first do a draft amendment, and take it to the Recreation Advisory Board for their recommendation, and then we would bring it back to the Commission for publication, a public hearing and then final approval. So, we're asking if we could proceed. I'm not exactly sure how it will look yet. Part of the issue is that we're so specific in our current Municipal Code, and we're having a hard time filling some of these positions. Currently, we're two positions down on our Recreation Advisory Board, and five positions down on the Golf Course Advisory Board. Maybe we can combine it with some disc golf, and golf members, and then the Golf Course Superintendent would be a nonvoting member. We will narrow down specifics, and bring it back to the Commission after it goes to the Recreation Advisory Board.

Commissioner Mitchell: When doing this, can you clean up the language so we have a little bit more leeway, and we're not tied into this ordinance so we'll have a little bit more flexibility moving forward.

Commissioner Mitchell made a motion to allow staff to move forward with amending the Municipal Code of Ordinance to combine the Golf Advisory Board with Recreation Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

4. Discussion/Action: Approval of Agreement between the County of Sierra and the City of Truth or Consequences for Administration and Enforcement of the City's Floodplain Management Regulations:

Traci Alvarez, Assistant City Manager: The city and county are both participating communities in the National Flood Insurance Program, and currently the city does not have a Flood Plain Director, so we use the services of the Floodplain Administrator from

Sierra County to take care of the flood services within the city, and he currently does anything that has to do with a state building permit. CID requires that not only I sign off as zoning approval, but they require that our Flood Director sign off on it as well. If it's a big build, and it involves something that's within our floodplain, he works with our engineer that reviews those and lets him know what is required to meet all of the directives. This is an annual agreement that we've had in place for the last couple of years, and this is just this year's agreement.

Commissioner Fahl made a motion to approve the agreement between the County of Sierra and the City of Truth or Consequences for Administration and Enforcement of the City's Floodplain Management Regulations. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

5. Discussion/Action: Approve amending the NMDOT Utility Cooperative Agreement and Landscaping Agreement for the NMDOT I-25 Business Loop Roundabout Project:

City Manager Swingle: I apologize for not getting this document to you until the last minute. The state worked very diligently to get it done, and get it on this agenda, so we would have it available. They are kind of in rapid mode to try and get the project awarded out. Time was really imperative to have this on the agenda. We do however, need to modify that request. It's not going to address the Utility Cooperative Agreement. They ultimately thought it would, but their legal council decided that it's just the Landscaping Agreement. Thus far, the city has paid over \$900,000 for the landscaping, and for the installation replacement of water and wastewater lines through the corridor of the roundabouts. They put the project out to bid, and the cost came in higher just like we would expect under the present climate. Initially, they wanted us to find additional money to cover the cost, but we were pretty adamant that we had no more money to give them, and this was really the second increase in cost that we'd be experiencing on the project. I have to give NMDOT leadership credit for really trying to work with us, and understand our financial position as a community. They cannot use their funds for the infrastructure of water and wastewater, so what they're going to do is move some of the money that was dedicated for the landscaping to that. They can use their money for the landscaping, and they are already putting in a hefty chunk of money for the landscaping, so this was a really good resolution for the City of Truth or Consequences. We are very appreciative of them for working with us to come up with a solution that wasn't going to cost us anymore money.

Mayor Pro-Tem Hechler made a motion to amend the NMDOT Utility Cooperative Agreement and Landscaping Agreement for the NMDOT I-25 Business Loop Roundabout Project. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

6. Discussion/Action: Accept and Approve EAA's (Experimental Aircraft Association) Proposal as recommended by Airport Advisory Board:

Traci Alvarez, Assistant City Manager: As part of the agreement the city entered into with the Experimental Aircraft Association (EAA) for use of the hangar around the airport, the association was to develop and submit a plan to the Airport Advisory Board to construct campsites at the airport for transient pilots. Included in your agenda packet is the proposal that the EAA submitted to the Airport Advisory Board, and the Airport Advisory Board did recommend this to the City Commission for their review and approval.

Robert McGuire EAA Representative: There have been some plans developed for the parking places. They would also like to see if you could approve the fly in for November 6th. We need to have that approved pretty quickly so that we can have plans and get them in place, and get the advertisements out.

Mayor Pro-Tem Hechler: I understand that you want to set up three camping spots, and Pilots will be able to fly into those camping spots, spend the night, and they would hub there to fly in other locations, but return to the camping spot.

Robert McGuire EAA Representative: Yes. We are looking at three camping spots with shade and picnic tables, so they can tie their airplane down overnight, or during the day if it is windy. This is a courtesy type of deal.

Mayor Pro-Tem Hechler: I'm noticing that you are relying on the city to donate some tables for this cause. I believe those tables are going to be used in other parks, and that's the priority first. I also noticed that you may have some other funding sources available. Would you be opposed of taking it back to the EAA, and have them apply for other funding sources?

Robert McGuire EAA Representative: Yes, we could do that. We have another source for tables.

Proposals attached hereto and made a part hereof.

Commissioner Fahl made a motion to approve the EAA's (Experimental Aircraft Association) Proposal as recommended by Airport Advisory Board with the stipulation that the EAA find their own funding for the proposed projects. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

Experimental Aircraft Association (EAA) Chapter 1615 Proposal for Campsites at the TorC airport

Overview

1. Many folks (administration and general public) look at the airport as a playground for wealthy pilots and an expense for the city rather than as a hub for economic activity and development. We all need to educate them in order to foster a change in that perspective.
2. Improving the airport makes it more attractive to pilots which will bring outside dollars to the city through increased activity in the area, not just fuel sales.
3. Funding sources are available and the city needs to increase efforts to access these as part of the overall plan for improvements at the airport.
4. Many of the pilot/plane owners at the airport are willing to help to improve the airport. They need to be viewed as part of the team and the solution.

Planned Improvement:

What: Three campsites with aircraft parking/tie down, shade/shelter, picnic table and fire ring.

Why:

1. Many pilots prefer to tent camp while traveling. Airports with campsites are attractive to these pilots and provide another reason to overnight here. This has a positive economic impact thru fuel sales, dining, and visiting local attractions and businesses.
2. Truth or Consequences airport is an entry point to the Gila Wilderness area and many of the New Mexico backcountry airstrips. From TCS, the MeOwn backcountry airstrip is 40 miles, Beaverhead is 48 miles, Negrito is 70 miles, and Rainy Mesa is 75 miles. We believe many pilots would take advantage of these campsites as they enter the backcountry or use them as their base of operation while visiting the New Mexico backcountry. TCS should consider the opportunities that would be created by becoming 'the gateway to the Gila.'
3. Many backcountry pilots operate aircraft with large tires that prefer soft field runways. Operating with these tires on a paved surface causes a great deal of wear and tear that these pilots go to great lengths to avoid. Our dirt runways provide another incentive for these pilots to utilize our airport. Adding campsites makes our airport even more attractive.
4. The more resources we can provide, the healthier and more vibrant the airport will become. This will create additional opportunities.

Where

1. At the south end of the ramp area in the unpaved area between the ramp and the tetrahedron.
2. The campsites will measure 50' x 50' to accommodate the size of aircraft that would typically be utilizing these resources.
3. The centerline of taxiway Bravo is 100 feet from the edge of the nearest campsite.

How

1. EAA chapter 1615 volunteer labor. The members are willing and able to construct and install the shade structures, tie downs, & fire rings. We have the necessary knowledge and skills.
2. The New Mexico Department of Transportation, Aviation Division provides funding for airport improvements such as this. Funding requests must come from the operating authority so it would be the responsibility of the airport to request this funding. We expect that these dollars could be used for all aspects of this project.
3. Existing city resources.

- a. Fire rings from spare/surplus pipe.
- b. Surface preparation using road grader.
- c. Surplus concrete.
- d. Surplus steel.

Materials/Resources Needed

1. Surface preparation which may include fill material, grading, and compacting. Based on our survey of the campsite area, we believe it can be brought up to acceptable grade using existing, on-site materials and some blade work. However, if additional material and labor is required, our worst case estimate is \$2,200.00 in materials and \$2,500.00 in labor. Assuming worst case, we believe funding from the NM Aviation Division would cover these costs.
2. Tie-downs. Source: Use existing surplus materials.
3. Three fire rings approximately 3 feet in diameter and 1 foot high. Use existing surplus materials from the city.
4. Three picnic tables. Using existing surplus picnic tables from the city would be the best option. Otherwise, purchasing new tables would be necessary. We estimate \$2,500.00 and believe that funding from the NM Aviation Division would cover this cost.
5. Three 10' x 10' foot sun shades, approximately 8 feet tall. Use existing surplus materials + new. We estimate \$1,000.00 of new materials and believe funding from the NM Aviation Division would cover this cost.
6. Three heavy duty trash cans with lids. Cans and lids secured. We estimate \$500.00 to procure and secure the trash cans. We believe funding from the NM Aviation Division would cover this cost.

Engineering Thoughts

1. Drainage would remain consistent with ramp/taxiway. All drainage is to the south and east. The campsite area is a low spot and a drainage problem. A pond exists a few hundred feet southeast of the tetrahedron. This pond has nowhere to drain so excess water runs across the dirt runways. We believe existing material could be moved into the campsite area to raise the elevation so that water does not settle in the campsites but continues to drain in the same direction as it does now.

Other Mentions

1. Most GA pilots are not wealthy and tent camping is desired by many of them as an affordable option.
2. Campsites are not "taking business from the hotels/motels." The pilots that would use the campsites are going to camp somewhere - if not here then another airport. Getting them to use our airport will result in a positive economic impact thru fuel sales, dining, and use of other businesses (hot springs, grocery stores, attractions, etc.). These are outside dollars coming into the community.
3. Marketing of the aviation resources available at TCS is needed. The campsites, courtesy car, self-serve fuel, variety of runways, etc. are all desired by the pilot community. TCS is losing opportunities by not marketing these resources and making them known. The city website is not where pilots look for information - the typical aviation sources are.
4. Many resources are available to help in these endeavors (including dollars, time, and materials). These improvements need to be as viewed as investment opportunities verses just "spending more money". A different attitude and approach is necessary.
5. This project will possibly require an ordinance change permitting camping at the airport for other than special occasions and users having to obtain prior permission before camping.

7. Discussion/Action: Approval of Agreement between the City and Sierra Electric Cooperative to develop a procedure to allow for random alcohol testing of CDL operators:

City Manager Swingle: This is a service that we have been providing to Sierra Electric Cooperative for some time now and it literally had no cost. The Chief being the leader that he is, wanted us to reduce this into writing. We used to provide the test at no cost, but now there is a \$10 per test fee to pay for the supplies and the time that the individuals use performing the test. The Co-op board has approved this agreement at their last board meeting, so you would be the final step to approve this.

Commissioner Mitchell made a motion to approve the agreement between the City and Sierra Electric Cooperative to develop a procedure to allow for random alcohol testing of CDL operators. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

8. Discussion/Action: Approval of the Police Department Vehicle Pursuit Policy:

Victor Rodriguez, Chief of Police: This is the Vehicle Pursuit Policy for the Police Department. As you will see, what we're trying to do is clean up the language to give the officers flexibility. There's a lot of different things that could result in a pursuit, but at the same time we also want to make sure that they're safe, and that they really think about whether it's worth initiating or engaging. Some of the minor changes is to the word felony. It has been changed to the word crime. On Subsection 8, Page 1, it changed from felony to crime, and on Subsection G, instead of saying serious felony, it was changed to serious crime, because there are misdemeanors that could be sentenced such as domestic violence, reckless driving, and driving under the influence. Also, incidents including firearms could be a reason for a pursuit. I wanted to clean up the language and make sure that this was taken care of before I leave.

Commissioner Fahl made a motion to approve the Police Department Vehicle Pursuit Policy subject to the amendment mentioned by Chief Rodriguez. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

9. Discussion/Action: Approval of the Police Department Retired Officer Concealed Carry Policy:

Victor Rodriguez, Chief of Police: Right after 9/11 happened, President George W. Bush, in his term, created the Law Enforcement Officer Safety Act which is called the (LEOSA). It is for Law Enforcement Officers to carry a concealed weapon without having a concealed carry permit. We did not have a policy, and we have had some police officers who have retired from here, who wanted a concealed carry. This sets the

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policy and allows them to have the label of a retired officer who has left in good standing, and who has no negative mental instability and things off that nature to carry a concealed weapon. In order to qualify for this, you have to have served at least 10 years in total in law enforcement, and at least one year after probation with the City Police Department. You also have to have yearly firearms qualifications by a New Mexico approved instructor, and you have to submit those qualifications to the Police Department for record keeping to show that you are actually doing so. Also, while they carry this officer designation, if they do anything outside of contradiction law, such as having a mental breakdown or something of that nature, we can revoke it and require them to return it. This just puts it in writing and policy. City Attorney Rubin found a correction at the very last paragraph under number 11 which said, "A retired officer that fails to adhere" it now reads, "A retired officer that fails to adhere *to all applicable sections* contained in this policy." That is the only change, and we ask for approval.

Commissioner Mitchell made a motion to approve the Police Department Retired Officer Concealed Carry Policy subject to the amendment mentioned by Chief Rodriguez. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.

J. ADJOURNMENT:

Mayor Pro-Tem Hechler adjourned the meeting at 10:50 a.m.

Passed and Approved this 12th day of October, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: F.2

SUBJECT: Acknowledge Airport Advisory Board Minutes, July 5, 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-12-2022

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

REGULAR MEETING MINUTES

TUESDAY, JULY 5, 2022

TIME & PLACE:

The Airport Advisory Board of the City of Truth or Consequences, New Mexico met in Regular Session in full conformity with the law and ordinances of said Board, at the Truth or Consequences City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, July 5, 2022 at 4:00 P.M.

PRESIDING OFFICER:

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

ATTENDANCE:

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

Present:

Mark Shipley, Chairman – **VIA PHONE**
David Senn, Vice-Chairman
Gerald Lafont, Member - **ABSENT**
Larry W. Mullenax, Member

Also Present:

Traci Alvarez, Assistant City Manager
Bruce Swingle, City Manager
Chad Rosacker, Airport Manager – **VIA PHONE**
Lisa Gabaldon, Secretary

QUOROM:

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

1. PLEDGE OF ALLEGIANCE:

Traci Alvarez led the Pledge of Allegiance.

2. APPROVAL OF AGENDA:

Member Mullenax made a motion to approve the agenda
Chairman Shipley seconded the motion.
Motion carried unanimously.

3. APPROVAL OF MINUTES:

a. Regular Meeting of Tuesday, April 5, 2022

Member Mullenax made a motion to approve the minutes from April 5, 2022.

Chairman Shipley seconded the motion.

Motion carried unanimously.

4. COMMENTS FROM THE PUBLIC (3 minute rule applies):

No Comments.

5. NEW BUSINESS:

a) Discussion/Action – Recommendation for Reappointment of Board Member.

1) Mark Shipley

Vice-Chairman Senn made a motion to reappoint Mark Shipley.

Member Mullenax seconded the motion.

Motion carried unanimously.

2) Larry Mullenax

Vice-Chairman Senn made a motion to reappoint Larry Mullenax.

Chairman Shipley seconded the motion.

Motion carried unanimously.

b) Discussion/Update – EAA Agreement – Traci Alvarez – Asst. City Manager

Assistant City Manager Alvarez stated that at the previous airport board meeting there was a discussion with proceeding forward with going into an agreement with the EAA, the City Commission did approve it and there is a draft agreement in their packet; within the agreement it gives the scope plan of what they need to do.

Chairman Shipley asked member Mullenax if he had an agenda or any dates coming up for community fly-ins?

Member Mullenax stated that is the plan, hopefully he will have more information as soon as next week.

c) Discussion/Update – Airport Engineering Services – Traci Alvarez – Asst. City Manager

Assistant City Manager Alvarez stated that they went out to RFP for engineering services; they received 5 proposals and they are in the process of being evaluated, so hopefully she will know something by the end of July.

d) Discussion/Update – NMDOT ARPA Grant – Traci Alvarez – Asst. City Manager & Chad Rosacker Airport Manager

Assistant City Manager Alvarez stated that Chad has really advocated for funding for the airport; he pulled in the FAA and DOT Aviation and really pushed for some improvements that are needed at the airport. Unexpectedly, they received a \$1million grant from NM DOT Aviation for some improvements.

Airport Manager Rosacker

e) Discussion/Update – Airport CIP – Chad Rosacker Airport Manager

f) Discussion/Update – Manager Report – Chad Rosacker Airport Manager

6. REPORTS FROM THE BOARD

Member Mullenax asked about campsites and fly-ins through the EAA.

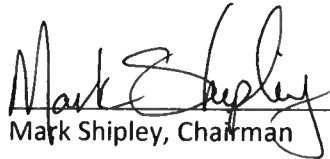
Assistant City Manager Alvarez advised him that he needs to present it to the board and from there it goes to the City Commission.

7. REPORTS FROM STAFF

8. ADJOURNMENT

There being no further business, Vice Chairman See made a motion to adjourn the meeting.
Member Mullenax seconded the motion.
Motion carried unanimously.

PASSED AND APPROVED this 23rd day of August, 2022.


Mark Shipley, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: F.3

SUBJECT: Acknowledge Special Airport Advisory Board Minutes, August 23, 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

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

WHO WILL PRESENT THE ITEM: Consent Calendar

Summary/Background:

Acknowledge Minutes.

Recommendation:

Acknowledge minutes.

Attachments:

Minutes

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-12-2022

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

SPECIAL MEETING MINUTES

TUESDAY, AUGUST 23, 2022

TIME & PLACE:

The Airport Advisory Board of the City of Truth or Consequences, New Mexico met in Special Session in full conformity with the law and ordinances of said Board, at the Truth or Consequences City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, August 23, 2022 at 4:00 P.M.

PRESIDING OFFICER:

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

ATTENDANCE:

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

Present:

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

Also Present:

Traci Alvarez, Assistant City Manager
Chad Rosacker, Airport Manager – VIA PHONE
Lisa Gabaldon, Secretary

QUOROM:

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

1. PLEDGE OF ALLEGIANCE:

Vice-Chairman Senn led the Pledge of Allegiance.

2. APPROVAL OF AGENDA:

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

3. NEW BUSINESS:

a) Discussion/Action – EAA Proposals and Implementation of their Proposals, Larry Mullenax:

Member Mullenax started off by referring to the attachment that he submitted; he mentioned building 3 campsites between the tarmac and the Tetrahedron. He stated that it is a matter of getting the crew to do this. The EAA chapter is suffering due to lack of people at this time. Robert McGuire and his son Casey and they will be helping out with the first project. Member Mullenax asked Chad about using the steel on the side of the tool shed at the airport.

Airport Manager Rosacker stated that it hasn't been allocated to anything; the final checks just need to be made with the City and make sure that they're ok with them using it. It was originally to be used for projects at the airport that never came to fruition.

Assistant City Manager Alvarez advised that she will have to check through the grant funding; it was originally allocated for a structure; the City was looking to use it for something different at one point and they declined them being able to use it for that, so she will follow up.

Member Mullenax stated that not being able to use the steel would be another big expense that they weren't expecting. As far as the picnic tables, he's trying to come up with a way to build them himself and it won't cost them too much. He went on to talk about fire rings and the items that he needs to complete them. The last item would be tie downs next to the campsites. He mentioned that he would like to talk to Bo in the Electric Department about the screw ins that they use for their projects and see if they have some that they would be able to use for the tie downs. The rest is just the concrete for the sunscreens around the picnic tables. Once they get this approved, they are going to go to New Mexico Pilots Association and the State Aviation Division to see if they have any money laying around that they will put towards their project.

Chairman Shipley stated that the advisory board is there to approve or not approve the idea but the nuts and bolts goes through the City and the airport manager; the rest of it is what the EAA works out with Chad and the City Manager as far as how to do it.

Assistant City Manager Alvarez stated that the Airport Advisory Board will make a recommendation to either approve or not approve the project; that recommendation will then go to City Commission. The City Commission will make the final decision on whether or not to approve the project. Either recommendation that the board makes will go to the City Commission.

Chairman Shipley brought up a few of his concerns, one of them being the fire rings. In order to have fire rings you will need fire wood; where and how and the acquisition of that for most of the people are flying in. How is that provided? There are concerns about open fire and open flames at the airport. Sometimes we may have pilots flying in and there's a burn ban in effect, so we will have to put additional information out there. He's not sure if they can even have open fires at the airport. He likes the idea about the pilots being able to fly in and camp. Part of this proposal is based upon the use of the metal and he thinks that there is plenty of opportunity if they put it out to utilize labor. There are lots of places that they can go to get volunteers for labor via a website called Just Serve.

Vice-Chairman Senn stated that if there are restrictions, the airport manager will bring it to their attention.

Member Mullenax stated that the last item that he has on the proposal is there is an ordinance out there that will need to be changed in regards to not being able to camp on City property unless it's a special occasion and even then, you'd need prior permission, so they would need to have an exception to that.

Assistant City Manager Alvarez stated that they have recently revised that ordinance. There is now an allowance for potential camping for special events or City Manager approval, so it might be something that they can tweak somehow that involves the airport; it is something that she will look into.

Member Mullenax stated that he read the change, but in his opinion, it didn't cover it well enough because it said for special occasions with prior approval.

Assistant City Manager Alvarez stated that it only went out to publication and she doesn't think that they're bringing it back for final adoption yet; if they haven't brought it back for final adoption that is something that she can address when it goes to the Commission for final adoption and they can potentially make that change at that time. If it has gone out for final adoption, then they have to go through the whole ordinance amendment, the publication, and it's about a 60-day process.

Chairman Shipley mentioned that there is another item that he feels needs to be addressed is that each campsite that there be a trash can. One of the concerns about trash collection, how does that get dealt with that doesn't put more challenges on the City or the airport to deal with. Will it be labeled as a pack it in and pack it out kind of thing? He doesn't want for the pilots to fly in and leave trash at the campsites and now we have additional vehicles coming in to pick up the trash at the airport, just like bringing in firewood and having additional services that are brought in to that. Who provides these things? What are the insurance needs? Those are concerns in protecting the airport and making it so it's viable.

Airport Manager Rosacker stated that a lot of these are concerns that they can have solutions for. We would need to have certain things happen such as contacting the engineering firm and make sure that the finalized plan doesn't have any regulations that it's breaking and make sure that all of their safety guidelines are kept.

Chairman Shipley agreed with Chad and stated that there doesn't seem like there are too many challenges in this proposal and he likes the idea.

Assistant City Manager Alvarez mentioned that she does like the idea and anything that brings in economic development. Her only concern is that she sees a lot of reference to applying for grant money and she wants to make sure that they're not taking away grant money from other items that can be done at the airport. There might be other things that are higher priority at the airport, like the million dollars that they just received for fixing the runway and safety concerns, and fuel farm. Those might be more of a priority than campsites. If they allocate money for campsites we might miss out on money for other things. She doesn't know if there are other ways to look into maybe raising money instead of relying on City resources and some City and grant funding. She asked if there are any other options for funding for doing these projects.

Greg Davis suggested that they do a deconfliction of the cycles. If they've already received a million dollars for the airport improvements for the previous grant cycle, probably working with Chad ensure what he's doing and have the knowledge of that and make their grant proposal to whichever entity

they're going to go with. Just be deconflicted and make sure that is communicated to everyone. That solves that problem very easily in his eyes.

Airport Manager Rosacker mentioned when it comes to the Department of Transportation and Aviation Division and the FAA, the grant requests need to come from Airport Management and need to be approved through the City Manager before they go to those people. Going directly to those places on behalf of the Airport is not something that can be done so you'll just have to be careful of that.

Greg Davis asked if Chad would make the grant applications to the New Mexico Pilots Association separately?

Airport Manager Rosacker explained that the New Mexico Pilots Association is not a public entity so those are perfectly fine to go to. They are separate from development grants. He was just mentioning specifically the GRT and FAA are our main ones.

Greg Davis asked if smaller type items such as money for concrete and things of that nature go through the New Mexico Pilots Association or private entities?

Member Mullenax stated in some of their prior discussions he was told that there was money at the New Mexico Pilots Association and there was also money at the State Aviation Division so we would have to decide which one to submit an application to first. The State one would have to go through Chad and we could do the other one. We would just have to decide to do one and wait to do the other one.

Chairman Shipley thinks something is being missed. They are not out asking the businesses if they would like to contribute. All down our roads it says who adopted what intersection and cleaned and produced and all that. We have a variety of business. For instance, every time they do the balloon regatta, he is a donator to the balloon regatta and sponsor balloons. It's a great cause. It brings people and this is another great cause. There is no reason that we cannot talk to these businesses. Is that something we can do and say hey, we are willing to put these camp sites in who were graciously donated by or assisted by these local businesses and give the chance for city businesses to rally around an airport and provide something for that. Give them an opportunity rather than just going out for grants. He would be willing to commit resources to assist. He thinks it is a great idea and it potentially would get his name on a plaque.

Vice-Chairman Senn made a motion to approve the EAA's proposal that was submitted. Member Lafont seconded the motion. Motion carried unanimously.

Greg Davis stated that the proposal for EAA to be in compliance and to have the ability to have the hangar at the airport, they said that they would host a fly in to bring business to the airport and generate interest in aviation and the proposed date is Veterans Day Weekend which is November 12th. Most people have off that Friday. They are anticipating that Saturday to be the fly in and then people can hang out in the city a little bit longer on Sunday. They are trying to establish the dates so they can work with the EAA to generate interest and raise their attendance. However, they can't move forward until they have approval for that day. They already have talked to the New Mexico Pilots Association and they deemed that this date would be something that is feasible and they would support us, but nobody can move forward until they have confirmation that this date is acceptable to the city and they have permission. If they have permission then they would like to move forward with a quick pace to get this information out via social media, all the different associations and hopefully have a great turnout.

Chairman Shipley stated that they may lose David because that is the same day as the Veterans Day Car Show.

The car show can no longer be held at the Veterans Home so the board suggested having it at the Airport.

Greg Davis stated that is a really great idea because there is a lot of car and plane shows across the country and it brings in a lot more people. Generally, what happens if you have people who are interested in cars, they are also interested in bigger motors on airplanes so the tie is right there and we would have a captive audience. If we could make that happen, we would definitely push the information out to those groups. They would love to get that information and increase their attendance.

Vice Chairman Senn stated that they do that in Las Cruces and it takes security to separate the planes from the cars, but it is pretty cool and there are a lot of people who show up.

Assistant City Manager Alvarez stated that it is a great idea and the next Commission Meeting that they could get these items on would be September 14th. We could present them at that time and her recommendation would be for this proposal to be added to the agenda packet. If somebody wanted to be there to speak her recommendation would be to have EAA at the Commission meeting for the presentation of both this and the show.

Airport Manager Rosacker stated that they need to look into whether or not there are ordinances for them having porta potties out there. He however thinks it's a fantastic idea. They will also try to make friends for a more comprehensive airport cleanup. They have a new group of employees starting so they will be implementing new employees into the mix there.

Assistant City Manager Alvarez added that there was some property at the airport under lease and that lease is now null and void. They have gone through council and everything they need to and that lease is no longer valid and that property is now available if someone wanted to look at development or something in the future of that. They would just have to start submitting some paperwork to the city. Also, as Chad said, we have had a lot of turnovers. Steve Spaw who is a past employee, and took the supervisory position rendered his resignation. He feels like it is a little too much for him. Ann who the other new employee seems to be a great asset and she will potentially flying solo after the first part of September. We are actively advertising for Airport Attendants and for an Airport Supervisor. Send someone in if you know of anyone who is interested.

Member Mullenax asked if they took a vote for the fly over.

Vice-Chairman Senn made a motion to approve the fly in around Veterans Day Weekend, sponsored by the EAA. Member Lafont seconded the motion. Motion carried unanimously.

ADJOURNMENT:

There being no further business, Vice Chairman Senn made a motion to adjourn the meeting. Member Mullenax seconded the motion. Motion carried unanimously.

PASSED AND APPROVED this 3rd day of October, 2022.



Mark Shipley, Chairman



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: F.4

SUBJECT: September 2022 Accounts Payable
DEPARTMENT: Finance
DATE SUBMITTED: September 30, 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 SEPTEMBER 2022

Attachments:

- End of Month Accounts Payable Report by Fund

Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 1,601,360.92

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 10-12-2022

Accounts Payable Transfer Sheet - 21-222 FY
Post Date Ending: 9/2/9/9/9/16/9/23,9/30

<u>Fund</u>	<u>Fund Description</u>	<u>Fund Totals</u>						<u>GRAND TOTAL</u>	<u>Fund Numbers</u>
		9/2/2022	9/9/2022	9/16/2022	9/16/2022	9/23/2022	9/30/2022	TRANSFERS	
101	General	\$22,505.96	\$143,009.04	\$35,919.38		\$6,960.95	\$49,802.48	\$258,197.81	101
201	Local Government Corrections	\$191.00	\$2,310.00					\$2,501.00	201
209	State Fire	\$438.67	\$54.25	\$154.20		\$983.63	\$4,183.58	\$5,814.33	209
211	Law Enforcement Protection	\$1,409.11	\$275.80				\$1,240.95	\$2,925.86	211
214	Lodger's Tax	\$824.92	\$989.56			\$2,212.50	\$11,384.84	\$15,411.82	214
216	Street Renovation	\$5,372.73	\$10,105.38	\$3,213.35		\$826.40	\$35,179.92	\$54,697.78	216
217	Municipal Recreation							\$0.00	217
294	State Library	\$3,149.85	\$310.19	\$6,941.89			\$177.35	\$10,579.28	294
295	Municipal Pool	\$1,271.49	\$1,855.51	\$73.18		\$65.00	\$757.49	\$4,022.67	295
296	PD-GRT Fund	\$3,244.68						\$3,244.68	296
298	PD-Donations	\$1,175.66						\$1,175.66	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial					\$149.52		\$149.52	303
304	SJOA - Grants	\$51,296.80				\$17,492.47		\$68,789.27	304
305	Capital Improvement General							\$0.00	305
306	Capitail Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
308	USDA -Sweeper							\$0.00	308
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport						\$135,248.40	\$135,248.40	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment							\$0.00	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
360	NMFA Projects		\$4,567.98					\$4,567.98	360
380	Community Development							\$0.00	380
403	Pledge State Tax	\$26,143.79		\$4,685.33		\$3,380.26		\$34,209.38	403
501	Cemetery					\$821.54		\$821.54	501
502	Utility Office	\$625.82	\$3,724.64	\$9,117.92			\$943.62	\$14,412.00	502
503	Electric Dept	\$54,732.91	\$452,229.96	\$112,551.52		\$15,329.13	\$1,339.49	\$636,183.01	503
504	Water Dept	\$12,869.49	\$16,405.30	\$32,360.96		\$1,500.61	\$3,604.27	\$66,740.63	504
505	Solid Waste	\$9,726.39	\$31,650.14	\$93,676.33		\$19,618.27	\$2,798.51	\$157,469.64	505
506	WasteWater	\$16,024.81	\$41,341.57	\$17,804.54		\$1,874.24	\$1,546.67	\$78,591.83	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$63.07	\$1,483.83	\$317.48		\$2,552.36	\$984.44	\$5,401.18	508
509	Municipal Airport	\$1,790.70	\$13,268.01	\$7,877.76	\$7,595.00	\$4,503.22	\$363.97	\$35,398.66	509
600	Internal Service Fund	\$976.65	\$2,514.99	\$300.44		\$770.61	\$244.30	\$4,806.99	600
	Grand Total-Accounts Payable	\$213,834.50	\$726,096.15	\$324,994.28	\$7,595.00	\$79,040.71	\$249,800.28	\$1,601,360.92	



Truth or Consequences

Expense Approval Report

By Fund

Payable Dates 9/1/2022 - 9/30/2022

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					
BANK OF AMERICA	.1522	09/02/2022	BULK LP RESALE GAL	101-1009-44607	27.29
BANK OF AMERICA	04603	09/02/2022	SPRAY BOTTLE	101-1006-44607	12.48
BANK OF AMERICA	04603	09/02/2022	HOSE	101-1006-44607	49.94
BANK OF AMERICA	04603	09/02/2022	DRYER SHEETS	101-1006-44607	27.08
BANK OF AMERICA	04603	09/02/2022	BLEACH	101-1006-44607	36.64
BANK OF AMERICA	101231059	09/02/2022	REWARD CERTIFICATE	101-1009-44613	-60.00
BANK OF AMERICA	101231059	09/02/2022	CD52-E OUTDOOR DOME CAM...	101-1009-44613	847.87
BANK OF AMERICA	101231059	09/02/2022	1 YEAR CAMERA LICENSE	101-1009-44613	120.60
BANK OF AMERICA	101231059	09/02/2022	PoE PLUS (802.3AT) INJECTOR, ...	101-1009-44613	78.18
BANK OF AMERICA	101231059	09/02/2022	TAX	101-1009-44613	10.10
MANANA	108.22	09/02/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	BOND PAPER 36"X150'	101-1010-44606	32.99
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	YELLOW INK	101-1010-44606	185.96
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	MAGENTA INK	101-1010-44606	185.96
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	BLACK INK	101-1010-44606	185.96
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	MATTE BLACK INK	101-1010-44606	211.04
SPECTRUM TECHNOLOGIES	1282800	09/02/2022	CYAN INK	101-1010-44606	185.96
BANK OF AMERICA	1522	09/02/2022	TANK 30LB LP	101-1009-44607	109.99
BANK OF AMERICA	168133	09/02/2022	GW SPREADER TOW 200LB AF	101-1009-47420	279.99
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	101-1008-47420	64.67
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	101-1009-47420	198.30
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	101-1010-47420	66.93
OFFICE DEPOT	261131921001	09/02/2022	COPY PAPER - 8.5 x 11	101-1016-44606	499.90
QUILL CORPORATION	26699316/26895643	09/02/2022	PAPER CLIPS	101-1009-44606	10.16
QUILL CORPORATION	26699316/26895643	09/02/2022	DRY ERASE MARKER	101-1009-44606	10.16
QUILL CORPORATION	26699316/26895643	09/02/2022	BALL POINT PENS	101-1009-44606	24.28
QUILL CORPORATION	26699316/26895643	09/02/2022	SHEET PROTECTOR	101-1009-44606	77.80
QUILL CORPORATION	26699316/26895643	09/02/2022	DRY ERASE BOARD	101-1009-44606	122.44
QUILL CORPORATION	27114197/27088182	09/02/2022	2023 36"X24" WALL CALENDAR	101-1003-44606	24.29
BANK OF AMERICA	343902	09/02/2022	WR MN CC ORG 13 MWX 34X30	101-1009-42620	39.99
BANK OF AMERICA	343902	09/02/2022	WR MN CC ORG 13MWZ 34X30	101-1009-42620	49.99
BANK OF AMERICA	343902	09/02/2022	CH MN HOLER DNGREE 34X30	101-1009-42620	39.99
BANK OF AMERICA	343902	09/02/2022	CH MN DNGREE B01 34X30	101-1009-42620	29.99
BANK OF AMERICA	343902	09/02/2022	CH MN RLX HOLTER JN 34X30	101-1009-42620	34.99
BANK OF AMERICA	345759	09/02/2022	RGC RCT006TS WLNGTN 9M	101-1009-42620	109.99
BANK OF AMERICA	346873	09/02/2022	CUB SPINDLE ASSEMBLY 46IN	101-1009-44607	109.99
BANK OF AMERICA	346873	09/02/2022	CUB BLADE SET 46IN MULCH	101-1009-44607	59.99
BANK OF AMERICA	346873	09/02/2022	CUB SAND BLADE SET 46 IN	101-1009-44607	69.99
BANK OF AMERICA	7/20/22-7/28/22	09/02/2022	FACEBOOK HIRING AD FOR THE...	101-1007-43740	209.41
INTEGRATED TECHNOLOGIES G...	7465	09/02/2022	IT SERVICES JULY 1,2022 TO SEP...	101-1018-48598	984.84
BEATRICE SANDERS	8/31/22	09/02/2022	PER DIEM- 65TH NMML ANNUA...	101-1002-42720	67.18
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	8,265.72
JAIME F. RUBIN, LLC	9122	09/02/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	3,838.02
QUEST DIAGNOSTICS, INC.	9200035684	09/02/2022	SCREENING & MRO FEE FY22-23..	101-1004-48599	718.20
VERIZON WIRELESS	9914339747	09/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	247.26
VERIZON WIRELESS	9914339747	09/02/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	123.63

Expense Approval Report

Payable Dates: 9/1/2022 - 9/30/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	117.96
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	955.47
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	124.51
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	315.46
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	188.75
KING'S LOCKSMITH	TCP004	09/02/2022	DND SC1	101-1009-44607	4.39
KING'S LOCKSMITH	TCP004	09/02/2022	DND SC1	101-1009-44607	13.17
SIERRA COUNTY YOUTH SOCCER...	09082022	09/08/2022	SOCCER FIELD REIMBURSEMENT	101-1099-34348	1,140.00
MIKE TORRES DBA CD TECHNO...	1001	09/08/2022	IT SERVICES AUGUST 1,2022 TO ..	101-1018-48598	903.14
AMAZON CAPITAL SERVICES, IN...	1TPD-3DCK-X733	09/08/2022	HUSQVARNA 592752602 QTY 4...	101-1009-44613	265.92
MARISELA MORENO	629462	09/08/2022	CIVIC CENTER DEPOSIT REFUND...	101-1099-34348	250.00
ARENAS VALLEY ANIMAL CLINIC...	69732,69815	09/08/2022	VET SERVICES	101-1006-48598	169.08
ARENAS VALLEY ANIMAL CLINIC...	69907,70059	09/08/2022	VET SERVICES	101-1006-48598	86.71
ARENAS VALLEY ANIMAL CLINIC...	70106,70306	09/08/2022	VET SERVICES	101-1006-48598	567.47
ARENAS VALLEY ANIMAL CLINIC...	70457,70507	09/08/2022	VET SERVICES	101-1006-48598	270.94
ARENAS VALLEY ANIMAL CLINIC...	70709	09/08/2022	VET SERVICES	101-1006-48598	65.03
TDS	.09012022	09/09/2022	INTERNET SERVICE/PD OPEN PO..	101-1007-43775	149.00
LAS CRUCES SUN NEWS	0004747021	09/09/2022	AD FOR ITB #21-22-010 MORG...	101-1004-43740	81.74
PARKHILL SMITH & COOPER	01867922.00-1	09/09/2022	AIRPORT RFP FBO ASSISTANCE	101-1010-48598	12,056.04
SIERRA COUNTY CLERK	09062022	09/09/2022	OPEN PO FOR FY 22-23 RECORD...	101-1001-43740	25.00
TRANS UNION RISK & ALTERNAT..	09062022	09/09/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	127.00
SIERRA COUNTY SENTINEL	109643	09/09/2022	HELP WANTED ADS FY22-23- O...	101-1004-43740	345.84
SIERRA COUNTY SENTINEL	109656	09/09/2022	OPEN PO FOR FY 22/23 PUBLIC...	101-1001-43740	341.91
FOXWORTH-GALBRAITH	1264551	09/09/2022	BREAKER 1P 20A	101-1012-43403	11.99
SUN VALLEY, INC.	165036,165051,165080,165194...	09/09/2022	OPEN PO FOR FIELD SUPPLIES F...	101-1009-44607	642.16
SUN VALLEY, INC.	165058,165559,165126,165307	09/09/2022	OPEN PURCHASE ORDER FIELD ...	101-1014-44607	436.80
EWING IRRIGATION	17654670	09/09/2022	QP 2.5GL 3-D HERBICIDE	101-1009-44607	99.75
EWING IRRIGATION	176554680	09/09/2022	236239 g4 slnd assy peb/pgs	101-1009-44607	466.26
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	CORNER FOIL CERTIFICATE PAPER	101-1001-44606	86.30
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	8.5X11 COPY PAPER	101-1001-44606	102.58
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	DESK PAD CALENDAR	101-1001-44606	10.61
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	3X5 POST IT NOTES	101-1001-44606	12.86
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	JAM PARCHMENT PAPER	101-1001-44606	14.84
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	QUILL BRAND SHEET PROTECT...	101-1001-44606	15.56
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	PUFFS TISSUE	101-1001-44606	20.97
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	SIGN HERE FLAGS	101-1001-44606	35.96
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	CORK BULLETIN BOARD	101-1001-44606	40.12
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	POST-IT 1/2" PAGE MARKERS	101-1001-44606	22.38
QUILL CORPORATION	27324156,27343611,27348090	09/09/2022	DURACELL 36PK AA ALKALINE ...	101-1001-44606	40.99
SIERRA AUTO/CARQUEST	302892	09/09/2022	MECHWATER TEMP GAUG	101-1009-47420	107.81
SIERRA AUTO/CARQUEST	302893	09/09/2022	TIRE VALVE REPA	101-1012-44607	3.22
SIERRA AUTO/CARQUEST	302893	09/09/2022	XBO FREIGHT	101-1012-44607	8.95
SIERRA AUTO/CARQUEST	302893	09/09/2022	DHSTFT AIRCHK 12 CA	101-1012-44607	57.54
SIERRA AUTO/CARQUEST	302893	09/09/2022	TIRE VALVE CORE	101-1012-44607	11.84
SIERRA AUTO/CARQUEST	302894	09/09/2022	TIRE VALVE CORE	101-1012-44607	11.84
SIERRA AUTO/CARQUEST	302894	09/09/2022	BRAKE SHOE SET	101-1012-44607	28.06
SIERRA AUTO/CARQUEST	302937	09/09/2022	1/4 TEARDROP RTCHT	101-1012-44607	17.73
SIERRA AUTO/CARQUEST	302937	09/09/2022	1/4 RATCHET	101-1012-44607	12.51
SIERRA AUTO/CARQUEST	302937	09/09/2022	IN-LINE FUSE HOLDER	101-1012-44607	6.94
SIERRA AUTO/CARQUEST	302937	09/09/2022	ATO HD INLN FUSHLDR	101-1012-44607	6.52
SIERRA AUTO/CARQUEST	303043	09/09/2022	ANTIFRZ DEX 50/50	101-1007-47420	40.64

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SIERRA AUTO/CARQUEST	303137	09/09/2022	XBO 6V BATTERY	101-1009-44607	38.99
SIERRA AUTO/CARQUEST	303314	09/09/2022	22 XTRACLEAR	101-1007-47420	17.76
SIERRA AUTO/CARQUEST	303406	09/09/2022	OIL 5W20 FULL SYN 1	101-1007-47420	59.28
SIERRA AUTO/CARQUEST	303454	09/09/2022	OIL 0W20	101-1013-47420	66.69
SIERRA AUTO/CARQUEST	303456	09/09/2022	22 XTRACLEAR WIPERS	101-1007-47420	17.76
SIERRA AUTO/CARQUEST	303953	09/09/2022	BATTERY GOLD 3 YRS	101-1009-47420	165.21
SIERRA AUTO/CARQUEST	303954	09/09/2022	AUTODARK WELD HELM	101-1012-44615	81.07
SIERRA AUTO/CARQUEST	303971	09/09/2022	BATTERY BEP-75-2	101-1009-47420	144.19
SIERRA AUTO/CARQUEST	303971	09/09/2022	XBO T PLUG	101-1009-47420	8.99
SILVERSKY, INC.	462882-SI	09/09/2022	EMAIL SERVICE OPEN PO FY22/...	101-1018-43815	215.33
INSTA-COPY IMAGING	570693	09/09/2022	250 VIOLATION	101-1008-44606	168.75
INSTA-COPY IMAGING	570693	09/09/2022	250 COUNT FOR NOTICES	101-1008-44606	168.75
INSTA-COPY IMAGING	570693	09/09/2022	100 COUNT TRAP AGREEMENT ...	101-1008-44606	34.30
INSTA-COPY IMAGING	570693	09/09/2022	CUTTING	101-1008-44606	22.66
NM SELF INSURERS FUND	6/30/22 QUARTER DEDUCTIBLE	09/09/2022	QUARTERLY LIABILITY PLAN DE...	101-1018-46732	1,971.19
SIERRA AUTO/CARQUEST	6016-302805	09/09/2022	HEATER HOSE 3/4	101-1012-44607	18.60
MORRIS APPRAISAL SERVICE INC	9822	09/09/2022	BALLFIELD & WATER TANK CELL...	101-1010-48598	4,874.09
MORRIS APPRAISAL SERVICE INC	9822	09/09/2022	SIERRA COUNTY LOTS 63-69 & ...	101-1010-48598	3,790.95
MORRIS APPRAISAL SERVICE INC	9822	09/09/2022	ARROYO LOT-STEEL STREET PLU...	101-1010-48598	2,166.26
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	101-1018-46731	16,508.31
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	101-1007-46733	2,756.36
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	101-1018-46733	4,226.42
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1001-41785	157.39
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1002-41785	300.00
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1003-41785	842.04
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1004-41785	358.19
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1006-41785	1,614.44
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1007-41785	14,307.21
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1008-41785	2,422.50
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1009-41785	2,459.63
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1010-41785	100.71
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1011-41785	7,381.57
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1012-41785	824.33
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATION PR...	101-1013-41785	80.47
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1014-41785	6,000.00
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	101-1016-41785	500.00
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	101-1007-46732	41,127.31
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	101-1018-46732	6,797.00
SAMBA HOLDINGS, INC.	INV00947066	09/09/2022	SAMBA DRIVING REPORTS - NH...	101-1004-48599	18.52
LASTING PAWS PET MEMORIAL ...	LC10391-I-0030	09/09/2022	ANIMAL CREMATIONS	101-1006-48598	977.27
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	101-1004-43815	10,242.55
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	101-1007-43815	10,049.83
KING'S LOCKSMITH	08219	09/16/2022	6842 SC PADLOCK	101-1009-44607	341.00
WEX BANK	08312022	09/16/2022	WEX BANK FUEL CARD OPEN PO...	101-1014-43316	802.68
WEX BANK	09012022	09/16/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	6,013.23
WEX BANK	091322	09/16/2022	GAS	101-1006-43316	127.02
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	959.67
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	156.00
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	324.23
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	188.75

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COPPLER LAW FIRM, P.C.	11605/11607/11601	09/16/2022	OPEN PO FOR LEGAL SERVICES ...	101-1000-43597	1,156.23
FOXWORTH-GALBRAITH	1284082	09/16/2022	BRUSH UTILITY 4	101-1012-43403	9.98
FOXWORTH-GALBRAITH	1284082	09/16/2022	4"4WIRE ROLLAR FRAME	101-1012-43403	3.58
FOXWORTH-GALBRAITH	1284082	09/16/2022	COVER RLR ECONOMY 3/8X9 4...	101-1012-43403	8.99
FOXWORTH-GALBRAITH	1284082	09/16/2022	TRAY PAINT PLASTIC DPWELL 3...	101-1012-43403	13.98
FOXWORTH-GALBRAITH	1284082	09/16/2022	COVER RLLR 2PK 4	101-1012-43403	5.98
FOXWORTH-GALBRAITH	1284082	09/16/2022	FRAMERLR EXTEND SWIRE 9	101-1012-43403	29.98
AMAZON CAPITAL SERVICES, IN...	1MHP-KWXY-YL1P	09/16/2022	LATEX GLOVES LARGE	101-1009-44607	73.78
AMAZON CAPITAL SERVICES, IN...	1MHP-KWXY-YL1P	09/16/2022	LATEX GLOVES MED	101-1009-44607	48.35
AMAZON CAPITAL SERVICES, IN...	1MHP-KWXY-YL1P	09/16/2022	BLADES FOR GRASSHOPPER M...	101-1009-44607	96.93
AMAZON CAPITAL SERVICES, IN...	1MK9-4DL6-MNLK	09/16/2022	SWINGLINE STAPLES, OPTIMA 3...	101-1004-44606	18.32
AMAZON CAPITAL SERVICES, IN...	1MK9-4DL6-MNLK	09/16/2022	SWINGLINE ELECTRIC STAPLER	101-1004-44606	75.29
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	DISCOUNT	101-1008-44607	-31.62
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	ATG OC SPRAY CANISTER POUCH	101-1008-44607	9.99
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	FIRECLUB TACTICAL MOLLE	101-1008-44607	10.59
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	MILES TACTICAL ASP MOLLE BA...	101-1008-44607	19.95
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	CAR FRONT ORGANIZER	101-1008-44607	25.95
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	PORTABLE TRANSPORT UNIT	101-1008-44607	63.90
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	DOG SLING FOR BACK LEGS	101-1008-44607	30.38
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	DOG MUZZLE	101-1008-44607	33.98
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	6.5 QUART CLEAR STORAGE	101-1008-44607	27.99
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	HOMZ 3 DRAWER STORAGE CA...	101-1008-44607	47.22
AMAZON CAPITAL SERVICES, IN...	1TDX-CDLG-9TRP	09/16/2022	DOG MUZZLES 7 PIECE DIFFERE...	101-1008-44607	48.24
OHM ELECTRIC	241	09/16/2022	ELECTRICAL UPGRADE	101-1009-47415	1,005.80
NU-WAY LAUNDRY & CLEANERS	37639	09/16/2022	NU-WAY CARPET SERVICES 22-...	101-1014-44607	137.99
TESTON'S FREEWAY CHEVRON	4395	09/16/2022	OPEN PO FY22/23 FUEL PURCH...	101-1013-43316	217.22
TESTON'S FREEWAY CHEVRON	4403	09/16/2022	TESTOS FUEL/OIL OPEN P.O FY ...	101-1009-43316	853.82
SIERRA VISTA HOSPITAL / SIERR...	48488C15467	09/16/2022	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	150.00
SIERRA VISTA HOSPITAL / SIERR...	49319C15467	09/16/2022	COLLECTION FEE FY 22-23 OPEN...	101-1004-48599	250.00
CITY UTILITIES	9/15/22	09/16/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	18.84
WEX BANK	9012022	09/16/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	843.22
AMAZON CAPITAL SERVICES, IN...	1WG6-WR97-FYFV	09/22/2022	DEWALT MECHANICS TOOL SET ...	101-1009-44613	495.44
AMAZON CAPITAL SERVICES, IN...	1YY9-V4R9-GHPT	09/22/2022	MICROWAVE	101-1009-44606	103.49
AMAZON CAPITAL SERVICES, IN...	1YY9-V4R9-GHPT	09/22/2022	MOWFILL 5 PACK AIR FILTER	101-1009-44607	23.99
AMAZON CAPITAL SERVICES, IN...	1YY9-V4R9-GHPT	09/22/2022	TENOMAL AIR FILTER 10 PK	101-1009-44607	16.99
AMAZON CAPITAL SERVICES, IN...	1YY9-V4R9-GHPT	09/22/2022	25-2 BUMP FEED TRIMMER HE...	101-1009-44607	94.95
AMAZON CAPITAL SERVICES, IN...	1YY9-V4R9-GHPT	09/22/2022	6PK Oregon 396-743 G6 Gator B...	101-1009-44607	95.00
JODY BEATTIE	315781	09/22/2022	SECURITY DEPOSIT REFUND 9/1...	101-1099-34348	250.00
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	4,005.05
TURTLEBACK PEST CONTROL, I...	09212022	09/23/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
SIERRA COUNTY TREASURER	2021 0002798	09/23/2022	PROPERTY TAXES	101-1010-48555	902.43
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	MESH ORGANIZER	101-1006-44606	22.99
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	STENO NOTEBOOK	101-1006-44606	11.96
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	CLIPBOARDS	101-1006-44606	6.44
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	FILE FOLDER	101-1006-44606	10.38
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	GLOVES	101-1006-44607	32.64
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	TOILET BRUSH	101-1006-44607	4.42
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	HAND SANITIZER	101-1006-44607	47.84
STAPLES CONTRACT & COMME...	8067634518	09/23/2022	HAND SOAP	101-1006-44607	18.88
WINDSTREAM CORPORATION	9/21/22	09/23/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	90.02
BANK OF AMERICA	002905	09/29/2022	RUBBING ALCOHOL	101-1006-44607	3.48
BANK OF AMERICA	002905	09/29/2022	NEOSPORIN	101-1006-44607	4.32
BANK OF AMERICA	002905	09/29/2022	SKIN LIQUID BANDAGE	101-1006-44607	5.48
BANK OF AMERICA	002905	09/29/2022	HYDROGEN PEROXIDE	101-1006-44607	2.84
BANK OF AMERICA	002905	09/29/2022	BANDAGES	101-1006-44607	13.34
BANK OF AMERICA	002905	09/29/2022	BLEACH	101-1006-44607	47.46
BANK OF AMERICA	002905	09/29/2022	GAUZE	101-1006-44607	8.82
BANK OF AMERICA	09092022	09/29/2022	TAXES & FEES	101-1004-43770	0.36
BANK OF AMERICA	09092022	09/29/2022	TORCNM.US DOMAIN RENEWAL	101-1004-43770	19.99
BANK OF AMERICA	09092022	09/29/2022	TORCNM.ORG DOMAIN RENE...	101-1004-43770	20.99

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BANK OF AMERICA	09092022	09/29/2022	TORCNM.INFO DOMAIN RENE...	101-1004-43770	28.99
DRAGONFLY TRAINING AND CO...	101522105	09/29/2022	EUTHANASIA TRAINNING	101-1006-42720	161.52
BANK OF AMERICA	1245682	09/29/2022	PLAIN ALUMINUM DOG TAGS	101-1001-44606	89.95
EWING IRRIGATION	17852580/17447202	09/29/2022	I20-06-22 HUNTER ULTRA 3/4 R...	101-1009-44607	302.18
EWING IRRIGATION	17852580/17447202	09/29/2022	I40-06-22-HS HUNTER ULTRA HI...	101-1009-44607	1,285.20
ALARM CONTROL TECHNOLOGI...	25882/25881	09/29/2022	FIRE ALARM MONITORING OPE...	101-1014-47410	53.88
BANK OF AMERICA	3070850	09/29/2022	DISCOUNT	101-1004-42720	-35.00
BANK OF AMERICA	3070850	09/29/2022	CPO CERTIFICATION COURSE NM...	101-1004-42720	525.00
BANK OF AMERICA	3070850	09/29/2022	SERVICE CHARGE	101-1004-42720	13.48
BANK OF AMERICA	348353	09/29/2022	RGC CANVAS UTILITY PANT	101-1009-42620	39.99
BANK OF AMERICA	348353	09/29/2022	RGC MN CANVAS PANT TAN	101-1009-42620	29.99
BANK OF AMERICA	348353	09/29/2022	RGC DENIM FLEX WORK JEAN	101-1009-42620	29.99
BANK OF AMERICA	348353	09/29/2022	RGC DENIM FLEX WORK JEAN	101-1009-42620	29.99
BANK OF AMERICA	348353	09/29/2022	RGC CANVAS UTILITY PANT	101-1009-42620	39.99
BANK OF AMERICA	350089	09/29/2022	DOG FOOD	101-1006-44607	503.79
LeadsOnline LLC	401147	09/29/2022	ANNUAL FEE	101-1007-43815	2,261.00
BANK OF AMERICA	448672399	09/29/2022	GENERAL ADMISSION TICKET	101-1009-42720	125.00
BANK OF AMERICA	448672399	09/29/2022	GENERAL ADMISSION TICKET	101-1013-42720	125.00
BANK OF AMERICA	545717785772889-10624519	09/29/2022	FACEBOOK NOW HIRING	101-1007-43740	585.18
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	149.45
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	43.87
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	223.91
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	254.86
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	120.67
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	930.06
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	113.11
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	155.94
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	96.74
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	352.01
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	121.99
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	207.67
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	188.75
IRON MAN CONSTRUCTION	9/28/2022	09/29/2022	GARAGE DOOR SPRINGS	101-1012-43403	1,280.00
IRON MAN CONSTRUCTION	9/28/2022	09/29/2022	LABOR	101-1012-43403	1,083.75
GRAINGER, INC.	9442439103/9448791781	09/29/2022	DIAL HAND SOAP / CASE OF 8	101-1014-44607	1,142.64
BORMAN AUTOPLEX	FOCS6150	09/29/2022	LABOR AND PARTS FOR UNIT 1...	101-1007-47420	77.14
XEROX CORP.	017033580/017033582	09/30/2022	BASE CHARGE/METER USAGE - ...	101-1004-43465	538.26
XEROX CORP.	017033581	09/30/2022	XEROX BASE CHARGE/METER U...	101-1001-43465	347.48
XEROX CORP.	017033584	09/30/2022	BASE CHARGE - METER USAGE ...	101-1007-43465	320.71
XEROX CORP.	017033586/017141406	09/30/2022	XEROX CHARGE/METER USAGE	101-1040-43465	238.93
XEROX CORP.	017033599	09/30/2022	METER USAGE OPEN PO 22/23	101-1003-43465	320.56
XEROX CORP.	017033601	09/30/2022	BASE CHARGE/METER USAGE FY...	101-1009-43465	221.15
SIERRA VISTA HOSPITAL / SIERR...	08312022	09/30/2022	GRT DISTRIBUTION FY 22/23 OP...	101-1017-48599	22,018.92
SIERRA COLLISION & TOWING	1016	09/30/2022	PARTS/LABOR/SUPPLIES - 2020 ...	101-1013-47420	4,272.72
WINDSHIELD DOCTOR	1371-2307411	09/30/2022	REPLACE BACK WINDOW - PAR...	101-1013-47420	417.26
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/GENERAL FY 22-23	101-1018-43780	488.85
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	26.38
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	101-1018-43780	4,707.10
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/ANIMAL SHELTER FY ...	101-1018-43780	55.56
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1001-43775	278.21
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1002-43775	195.34
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1003-43775	332.15
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1004-43775	250.43
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1006-43775	109.81
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1007-43775	1,043.41
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1008-43775	177.30
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1009-43775	145.49
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1010-43775	93.60
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1011-43775	69.80

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VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1012-43775	86.01
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	101-1014-43775	104.99
Fund 101 - General Total:					258,197.81
Fund: 201 - Corrections					
NM JUDICIAL EDUCATION CENT...	08302022	09/02/2022	PAY JUDICIAL FEES FY 22/23 OP...	201-1903-44805	60.00
ADMINISTRATIVE OFFICE OF	08302022	09/02/2022	PAY DWI & COURT AUTO FEES ...	201-1903-44805	131.00
SIERRA COUNTY TREASURER	09012022	09/09/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,310.00
Fund 201 - Corrections Total:					2,501.00
Fund: 209 - Fire					
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	438.67
MEGAHERTZ COMPUTER CONS...	60896	09/09/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
TESTON'S FREEWAY CHEVRON	4402	09/16/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	154.20
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	392.53
LYNN'S LANDSCAPE	10184	09/23/2022	MONTHLY CLEAN UP AT NORTH...	209-1603-47415	471.43
WINDSTREAM CORPORATION	9/21/22	09/23/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	119.67
IRON MAN CONSTRUCTION	91522	09/29/2022	TAX ON LABOR	209-1603-47405	71.19
IRON MAN CONSTRUCTION	91522	09/29/2022	RETRO FIT ALL LIGHT FIXTURES ...	209-1603-47405	2,080.00
IRON MAN CONSTRUCTION	91522	09/29/2022	LABOR	209-1603-47405	850.00
IRON MAN CONSTRUCTION	91522	09/29/2022	RETRO FIT ALL LIGHT FIXTURES ...	209-1603-47405	640.00
XEROX CORP.	017033603	09/30/2022	BASE CHARGE/METER USAGE O...	209-1603-43465	256.77
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/FIRE SOUTH STATION...	209-1603-43780	26.38
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/FIRE STATION FY 22-...	209-1603-43780	70.53
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	209-1603-43775	188.71
Fund 209 - Fire Total:					5,814.33
Fund: 211 - Law Enforce Prot					
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	211-2003-47420	527.51
BANK OF AMERICA	823547780	09/02/2022	HOTEL RESERVATION-OFFICER ...	211-2003-42535	559.10
MOTOROLA SOLUTIONS, INC.	8281434646	09/02/2022	VISTA SLIDE LATCH, WIFI AND V2	211-2003-44840	122.50
MOTOROLA SOLUTIONS, INC.	8281434646	09/02/2022	VISTA DUTY BELT CLIP	211-2003-44840	200.00
KACI FRAZIER	423095	09/08/2022	PER DIEM- 20% CRISIS INTERV. ...	211-2003-42535	131.80
THE LINE, LLC	1668	09/09/2022	5.11 STRYKE PANTS	211-2003-44573	144.00
BANK OF AMERICA	15-09079-25553	09/29/2022	COMMENDATION LIFE SAVING ...	211-2003-44573	45.95
BANK OF AMERICA	1653419	09/29/2022	TRAINING REGISTRATION	211-2003-42535	595.00
BANK OF AMERICA	5HH64150GA474830D	09/29/2022	TRAINING REGISTRATION	211-2003-42535	600.00
Fund 211 - Law Enforce Prot Total:					2,925.86
Fund: 214 - Lodgers Tax					
LINDMARK OUTDOOR MEDIA	INV43171/INV43185	09/02/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
GERONIMO TRAIL SCENIC BYW...	9622	09/09/2022	OPEN PO FOR LODGERS TAX SE...	214-2540-60725	833.32
SIERRA COUNTY ARTS COUNCIL	9722	09/09/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	156.24
SUNNY 505	000044	09/23/2022	ACCOUNT MANAGEMENT	214-2540-48598	1,197.53
RUANNA WALDRUM	91522	09/23/2022	WEBSITE AND MULTI-MEDIA U...	214-2540-60725	1,014.97
CHAMBER OF COMMERCE	102-5	09/29/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	4,500.00
CHAMBER OF COMMERCE	922222	09/29/2022	OPEN PO FOR LODGERS TAX AD...	214-2560-60725	3,059.92
LINDMARK OUTDOOR MEDIA	INV45585/INV45599	09/29/2022	CTY AD OPEN PO 22/23 USE ON...	214-2540-48599	824.92
SIERRA HEALTH COUNCIL	91622	09/30/2022	OPEN PO FOR LODGERS TAX C...	214-2560-60725	3,000.00
Fund 214 - Lodgers Tax Total:					15,411.82
Fund: 216 - Muni Street					
BANK OF AMERICA	06287	09/02/2022	STEEL TOE BOOTS- ELIJAH MART...	216-4503-44615	74.98
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	216-4503-47420	799.31
SOUTHWEST CONSTRUCTION P...	93850	09/02/2022	REPLACE 4 PUMP GROUNDS	216-4503-47420	4,498.44
SIERRA AUTO/CARQUEST	303026	09/09/2022	PSI HOSE ELGIN SWEEPER 6419	216-4503-47420	489.99
SIERRA AUTO/CARQUEST	303256	09/09/2022	CAP COOLENT BOTTLE FIELD SU...	216-4503-47420	5.35
SIERRA AUTO/CARQUEST	303258	09/09/2022	WIPERS	216-4503-47420	21.16
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	216-4503-46731	4,262.54
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	216-4503-46733	2,572.60
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	216-4503-46732	2,753.74
TESTON'S FREEWAY CHEVRON	4401	09/16/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	414.82
B & H OIL CO.	53916,53917,53918,53920,539...	09/16/2022	RED DIESEL- OPEN PO FY 22/23	216-4503-43316	2,798.53
SHARE CORP.	207842,211731	09/23/2022	BLAST AWAY	216-4503-47420	194.40

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SHARE CORP.	207842,211731	09/23/2022	PENETRATING OIL	216-4503-47420	362.00
SHARE CORP.	207842,211731	09/23/2022	STARTING FLUID	216-4503-47420	270.00
BANK OF AMERICA	9092022	09/29/2022	STEEL TOE BOOTS- BRENEN AN...	216-4503-44615	179.99
WH PACIFIC, INC.	279919	09/30/2022	ENGINEERING SERVICES DOWNT...	216-7018-48598	34,999.93
Fund 216 - Muni Street Total:					54,697.78
Fund: 294 - State Library					
OFFICE DEPOT	263370317001	09/02/2022	APC BACK-UPS PRO UNINTERR...	294-5003-44613	3,149.85
TDS	09012022	09/09/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
OCLC, INC.	1000245100	09/09/2022	INTERLIBRARY LOAN SERVICE FY...	294-5003-60834	210.24
OFFICE DEPOT	264803749001,375001,751001,...	09/16/2022	HP 90A BLACK TONER CARTRID...	294-5003-44613	405.78
OFFICE DEPOT	264803749001,375001,751001,...	09/16/2022	HP 7115X BLACK TONER CARTR...	294-5003-44613	229.78
OFFICE DEPOT	264803749001,375001,751001,...	09/16/2022	XEROX B400 BLACK TONER CAR...	294-5003-44613	701.07
OFFICE DEPOT	264803749001,375001,751001,...	09/16/2022	HP 501A BLACK TONER CARTRI...	294-5003-44613	572.67
OFFICE DEPOT	264803749001,375001,751001,...	09/16/2022	XEROX VERSALINK B405/DN M...	294-5003-44613	1,998.00
THE LIBRARY STORE	590606	09/16/2022	HONEYWELL 1202G CORDLESS ...	294-5003-44613	3,034.59
XEROX CORP.	017141408/017033596	09/30/2022	METER USAGE - OPEN PO FY 20...	294-5003-43465	9.59
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	294-5003-43775	167.76
Fund 294 - State Library Total:					10,579.28
Fund: 295 - Muni Pool					
BANK OF AMERICA	0-0009437698	09/02/2022	LIFEGUARD CERTIFICATION	295-4803-42720	41.00
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	1,157.31
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	295-4803-41785	1,855.51
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
RAQUEL WILTBANK MATEO	152948	09/22/2022	POOL PASS REFUND 8/13/22- P...	295-4803-34351	65.00
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	73.18
XEROX CORP.	017033590	09/30/2022	BASE CHARGE/METER USAGE 2...	295-4803-43465	31.47
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/SWIMMING POOL CY...	295-4803-43780	24.17
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	295-4803-43780	600.00
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	295-4803-43775	28.67
Fund 295 - Muni Pool Total:					4,022.67
Fund: 296 - PD GRT					
INTEGRATED TECHNOLOGIES G...	7458	09/02/2022	LABOR	296-2403-44613	276.68
INTEGRATED TECHNOLOGIES G...	7458	09/02/2022	DELL LATITUDE RUGGED 5430 L...	296-2403-44613	2,968.00
Fund 296 - PD GRT Total:					3,244.68
Fund: 298 - PD Donations					
BANK OF AMERICA	07282022	09/02/2022	SCHOOL SUPPLIES	298-2103-45607	943.87
BANK OF AMERICA	08022022	09/02/2022	BLOW UP OBSTACLE COURSE-R...	298-2103-45607	231.79
Fund 298 - PD Donations Total:					1,175.66
Fund: 303 - Vet Wall					
WINDSTREAM CORPORATION	9/21/22	09/23/2022	PHONE BILLS/OPEN PO FY 22/23	303-4703-43775	149.52
Fund 303 - Vet Wall Total:					149.52
Fund: 304 - Senior Grants					
ENERGY 1 LLC	41540	09/02/2022	KEN JAMES SENIOR CENTER HV...	304-4903-43403	51,296.80
ENERGY 1 LLC	41803	09/23/2022	KEN JAMES SENIOR CENTER HV...	304-4903-43403	17,492.47
Fund 304 - Senior Grants Total:					68,789.27
Fund: 312 - R&R Airport					
DEERE & COMPANY	117380751	09/29/2022	JOHN DEERE 5100 E CAB UTILITY	312-7015-80810	53,821.87
DEERE & COMPANY	117380751	09/29/2022	JOHN DEERE R10 FLEX WING R...	312-7015-80810	16,755.02
DEERE & COMPANY	117380751	09/29/2022	JOHN DEER 520M LOADER	312-7015-80810	5,854.13
SOUTH PLAINS IMPLEMENT, LTD	9097355	09/30/2022	2021 PALADIN SWEEPSTER 84"	312-7015-80810	18,483.15
SOUTH PLAINS IMPLEMENT, LTD	9097355	09/30/2022	2021 DEGELMAN DE244600 RO...	312-7015-80810	29,454.00
SOUTH PLAINS IMPLEMENT, LTD	9097355	09/30/2022	SET UP AND CUSTOM DELIVERY	312-7015-80810	3,494.23
SOUTH PLAINS IMPLEMENT, LTD	9097355	09/30/2022	FRONTIER AP12G FIXED PALLET ...	312-7015-80810	1,570.00
SOUTH PLAINS IMPLEMENT, LTD	9097355	09/30/2022	FRONTIER RB2309 9FT HEAVY ...	312-7015-80810	5,816.00
Fund 312 - R&R Airport Total:					135,248.40

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Fund: 360 - NMFA PROJECTS					
WILSON & COMPANY, INC. ENG...	109216	09/09/2022	ENG SERVICES ROADWAY IMPR...	360-7009-80847	4,567.98
Fund 360 - NMFA PROJECTS Total:					4,567.98
Fund: 403 - Pledge State					
NEW MEXICO FINANCE AUTHOR...	083022	09/02/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	083022	09/02/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	083022	09/02/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
NEW MEXICO FINANCE AUTHOR...	083022	09/02/2022	NMFA LOAN PYMT PPRF-5652 ...	403-1203-90905	8,336.00
NEW MEXICO FINANCE AUTHOR...	083022	09/02/2022	NMFA LOAN PYMT PPRF-5652 I...	403-1203-90910	2,367.82
BANK OF THE SOUTHWEST	09052022	09/16/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,685.33
NEW MEXICO FINANCE AUTHOR...	092122	09/23/2022	PRINCIPAL TORC 22 WTB-292 FY...	403-1203-90905	3,256.00
NEW MEXICO FINANCE AUTHOR...	092122	09/23/2022	INTEREST TORC 22 WTB-292 MI...	403-1203-90910	124.26
Fund 403 - Pledge State Total:					34,209.38
Fund: 501 - Cemetary					
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	821.54
Fund 501 - Cemetary Total:					821.54
Fund: 502 - Util Office - Pool					
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	363.07
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
PITNEY BOWES INC.	3316180842	09/09/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	683.04
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	502-3601-46731	11.35
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	502-3601-46733	551.27
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	502-3601-41785	306.32
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	502-3601-46732	2,172.66
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	502-3601-43815	3,247.71
PITNEY BOWES INC.	08/11/22	09/16/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	1,799.27
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
PITNEY BOWES INC.	3316265559	09/16/2022	PITNEY BOWES RELAY 5000/PO...	502-3601-43465	3,514.41
TESTON'S FREEWAY CHEVRON	4466	09/16/2022	UTILITY OFFICE FUEL TESTONS ...	502-3601-43316	293.78
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	262.75
XEROX CORP.	017033587/017033588/01715...	09/30/2022	XEROX CORP. UTILITY OFFICE FY...	502-3601-43465	477.63
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	502-3601-43775	203.24
Fund 502 - Util Office - Pool Total:					14,412.00
Fund: 503 - Electric					
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	503-3702-47420	43.16
TWIN PALMS EMBROIDERY, LLC	2177	09/02/2022	EMBROIDERY- CRISPIN BUSH	503-3702-42620	30.00
TWIN PALMS EMBROIDERY, LLC	2177	09/02/2022	EMBROIDERY- CADE CHRISTENS...	503-3702-42620	30.00
INTEGRATED TECHNOLOGIES G...	7455	09/02/2022	HARD DRIVE- 500 GB	503-3702-44613	75.00
INTEGRATED TECHNOLOGIES G...	7465	09/02/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,956.59
WESTERN AREA POWER ADMIN	JJPB1798A0722	09/02/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	48,200.03
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
BIXBY ELECTRIC, INC	08262022	09/08/2022	12.47 kV DISTRIBUTION LINE R...	503-3702-47415	90,780.32
MIKE TORRES DBA CD TECHNO...	1001	09/08/2022	IT SERVICES AUGUST 1,2022 TO ...	503-3702-48598	903.12
ALTEC INDUSTRIES, INC	12087149	09/08/2022	HYDRAULIC LINE, HOSE ASSESM...	503-3702-47420	1,007.63
TRIPLE H SOLAR, LLC	0310	09/09/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	4,200.00
SIERRA ELECTRIC CO-OP, INC.	09022022/09072022	09/09/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	574.31
SIERRA ELECTRIC CO-OP, INC.	09022022/09072022	09/09/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	267,845.77
SIERRA AUTO/CARQUEST	303133	09/09/2022	MIRRORS	503-3702-47420	499.99
SIERRA AUTO/CARQUEST	303904	09/09/2022	HYDRAULIC FITTINGS	503-3702-47420	17.54
SIERRA AUTO/CARQUEST	303904	09/09/2022	CRIMPS	503-3702-47420	20.00
SILVERSKY, INC.	462882-SI	09/09/2022	EMAIL SERVICE OPEN PO FY22/...	503-3702-43815	215.32
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	VENTILATOR CAP 3 HOLE- 1.2"	503-3702-44607	1,325.28
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	CLEVIS SEC J10	503-3702-44607	335.40
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	SQUARE WASHER	503-3702-44607	146.00
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	CONNECTING STEM 1/0	503-3702-44607	162.50
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	DEADEND GRIP #4 ACSR	503-3702-44607	167.00
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	NUT OVAL EYE FOR 5/8 BOLT	503-3702-44607	197.50
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	POLE TOP PIN 1" THREAD- 3 HO...	503-3702-44607	212.30

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WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	LED VERDEON FIXTURE	503-3702-44607	8,301.44
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	NYLON MAST TAPE WIRE HOLD...	503-3702-44607	383.75
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	PHOTOCELL 105-305V	503-3702-44607	705.00
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	INSULATED SPOOL 3 GRAY	503-3702-44607	57.60
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	TIE WRAPLOCK #2/0 C-NECK	503-3702-44607	1,416.00
WESTERN UNITED ELECTRIC	6063345,6063861,6063862,606...	09/09/2022	VINYL BLACK TAPE 3/4X76	503-3702-44607	1,106.00
WESTERN UNITED ELECTRIC	6063860	09/09/2022	#2 TRI-PLEX 1800' REEL	503-3702-44607	6,660.00
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	503-3702-46731	9,368.92
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	503-3702-46733	2,205.09
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATION PR...	503-3702-41785	2,581.12
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	503-3702-46732	26,338.82
SSA SOLAR OF NM 4, LLC	NM-14-015A-0902022	09/09/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	24,460.64
IRBY SUPPLY CO.	S012911338.008	09/09/2022	SILICONE SPRAY	503-3702-44607	35.60
TYLER TECHNOLOGIES, INC.	025-380053	09/16/2022	TYLER SOFTWARE- AMI METERS	503-3702-43815	8,790.45
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	503-3702-43815	10,049.83
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
ALTEC INDUSTRIES, INC	11965200	09/16/2022	BASLIN 662ADR2-0 HARNESS	503-3702-44615	321.00
ALTEC INDUSTRIES, INC	11965200	09/16/2022	BASKLIN 662ADR2-X HARNESS	503-3702-44615	345.00
ALTEC INDUSTRIES, INC	11965200	09/16/2022	705400562 LANYARD 6FT	503-3702-44615	383.52
NEW MEXICO ELECTRIC UTILITY...	2201	09/16/2022	BASIC UNDERGROUND SCHOOL...	503-3702-42720	300.00
NEW MEXICO ELECTRIC UTILITY...	2201	09/16/2022	BASIC UNDERGROUND SCHOOL...	503-3702-42720	300.00
TRI-STATE GENERATION & TRA...	303724	09/16/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,496.94
TESTON'S FREEWAY CHEVRON	4467	09/16/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	2,487.58
ALTEC INDUSTRIES, INC	51067129	09/16/2022	ADJUSTING INTERLOCK IN UPP...	503-3702-47420	516.50
WESTERN UNITED ELECTRIC	6065229,6068737,6069174	09/16/2022	COVER STINGER 3/8X100	503-3702-44607	2,476.94
WESTERN UNITED ELECTRIC	6065229,6068737,6069174	09/16/2022	SECTIONALIZER- VETERAN HO...	503-3702-44607	1,929.92
CITY UTILITIES	9/15/22	09/16/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	51.50
VERIZON WIRELESS	9914933261	09/16/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	50.99
WESTERN AREA POWER ADMIN	JJPB1798A0822	09/16/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	48,638.07
AMAZON CAPITAL SERVICES, IN...	13QT-HOKT-WWVG	09/22/2022	JEANS- CRISPIN BUSH	503-3702-44607	209.94
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	167.18
COOPERATIVE EDUCATIONAL S...	24-130234	09/23/2022	AERIAL MED-VOLTAGE DISTRIB...	503-3702-48598	5,031.99
WESTERN UNITED ELECTRIC	6068883	09/23/2022	150KVA TRANSFORMER PAD	503-3702-44607	9,308.02
IRBY SUPPLY CO.	S013052671.001	09/23/2022	44006 KLIEN KNIFE	503-3702-44607	366.00
IRBY SUPPLY CO.	S013052671.001	09/23/2022	44000 KLIEN KNIFE	503-3702-44607	246.00
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	413.28
XEROX CORP.	017033600/017141409	09/30/2022	BASE CHARGE & METER USAGE...	503-3702-43465	109.36
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	503-3702-43780	600.00
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/ELECTRIC FY 22-23	503-3702-43780	24.17
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	503-3702-43775	192.68
Fund 503 - Electric Total:					636,183.01

Fund: 504 - Water

DPC INDUSTRIES, INC.	.747001727-22	09/02/2022	CHLORINE USAGE FOR THE YEA...	504-3803-44607	1,426.28
WILSON & COMPANY, INC. ENG...	109091	09/02/2022	GIS TECHNICAL ASSISTANCE	504-3803-48598	159.54
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT. & SERVICES DEPT VEHIC...	504-3803-47420	114.00
INTEGRATED TECHNOLOGIES G...	7465	09/02/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	9,892.69
STEVE BELL CONSTRUCTION	C18235	09/02/2022	ANNUAL USE OF CRUSHER FINE...	504-3803-47415	180.00
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	112.13
MIKE TORRES DBA CD TECHNO...	1001	09/08/2022	IT SERVICES AUGUST 1,2022 TO ..	504-3803-48598	903.12
TAXATION AND REVENUE	08312022	09/09/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	1,379.99
SUN VALLEY, INC.	165015,165202,165264,165328...	09/09/2022	OPEN PO AUGUST 2022 WATER	504-3803-44607	22.78
SILVERSKY, INC.	462882-SI	09/09/2022	EMAIL SERVICE OPEN PO FY22/...	504-3803-43815	215.32
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	504-3803-46731	5,440.20
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	504-3803-46733	1,837.57
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATION PR...	504-3803-41785	2,832.99
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	504-3803-46732	3,773.33
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	504-3803-43815	10,049.83
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	126.02
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	MJ SKIN PACK 6" - REG GSK, T...	504-3803-44607	282.15

Expense Approval Report

Payable Dates: 9/1/2022 - 9/30/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	MJ SKIN PACK 4" - REG GSK, T-...	504-3803-44607	194.70
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	MJxMJ DI 90 BEND 6" - C-153, C...	504-3803-44607	138.95
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	STL FULL CIRCLE 4" x 7.5" - 4.45...	504-3803-44607	1,444.00
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	WRAP CLAMP 2.38 x 6" (2" STE...	504-3803-44607	879.00
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	MEGA LUG 6" - PVC, RED, L/ACC...	504-3803-44607	470.80
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	ROMAC MACRO HP XL CPLG 2" -...	504-3803-44607	441.90
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	WRAP CLAMP 1.32 x 3" - (1" ST...	504-3803-44607	413.00
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	BRASS STRAIGHT CPLG 1" - ULT...	504-3803-44607	210.20
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	WRAP CLAMP 1.05 x 3" (3/4" ST...	504-3803-44607	390.00
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	ROMAC MACRO HP CPLG 6" - ...	504-3803-44607	5,911.20
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	ROMAC MACRO HP CPLG 4" - ...	504-3803-44607	3,732.50
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	ROMAC MACRO HP CPLG 8" - ...	504-3803-44607	2,231.20
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	STL FULL CIRCLE 6" x 7.5" - 6.56...	504-3803-44607	1,799.80
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	HDPE POLY PIPE 1" x 100' - IP, S...	504-3803-44607	111.62
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	PVC SCH40 PIPE 2" x 20' - BELL ...	504-3803-44607	50.00
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	MJxMJ DI TEE 6" x 6" - C-153, CL...	504-3803-44607	198.70
BAKER UTILITY SUPPLY CORP.	302134,302277,302753,302754...	09/16/2022	PVC SCH40 DWV PIPE 4" x 20' - ...	504-3803-44607	199.20
TESTON'S FREEWAY CHEVRON	4398,4399	09/16/2022	OPEN PO FOR DIESEL/UNLEAED...	504-3803-43316	1,954.31
DPC INDUSTRIES, INC.	DE74000557-22	09/16/2022	MONTHLY DEMURRAGE FEE FO...	504-3803-43465	50.00
PURE OPERATIONS, LLC	NI225391	09/16/2022	EMERGENCY LEAK DETECTION ...	504-3803-47430	1,081.88
SHAWNA JOHNSON	358229	09/22/2022	WATER TAP REIMBURSEMENT-...	504-3803-34553	731.53
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	587.35
BAKER UTILITY SUPPLY CORP.	INV303676	09/22/2022	OPEN PO FOR SEPTEMBER 2022...	504-3803-44607	111.35
QUILL CORPORATION	27469787	09/23/2022	BUISNESS CARDS FOR PETE ENG...	504-3803-44606	38.58
PETE ENGLISH	30098	09/23/2022	REIMBURSEMENT FOR PETE EN...	504-3803-44607	31.80
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	126.02
BANK OF AMERICA	9.15.2022	09/29/2022	HOTEL ROOM FOR SEPTEMBER...	504-3803-42720	769.70
BUREAU OF LAND MANAGEME...	NMNM008136	09/29/2022	ROW NMNM 008136 INITIAL R...	504-3803-43770	988.21
JAMES, COOKE & HOBSON, INC.	233006	09/30/2022	MORGAN ST BOOSTER REPAIRS	504-3803-47415	1,000.00
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/WATER FY 22-23	504-3803-43780	50.54
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	504-3803-43780	600.00
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	504-3803-43775	69.80
Fund 504 - Water Total:					66,740.63

Fund: 505 - Solid Waste

SOUTHWESTERN EQUIPMENT ...	041861	09/02/2022	SPEED CONTROLLER	505-3904-47420	684.85
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	505-3904-47420	781.10
AMAZON CAPITAL SERVICES, IN...	1MJH-RH4M-37Y7	09/02/2022	STRING MOP HEADS REPLACEM...	505-3904-44606	39.95
AMAZON CAPITAL SERVICES, IN...	1MJH-RH4M-37Y7	09/02/2022	PRUELL NATURALS ADV HAND ...	505-3904-44606	83.46
AMAZON CAPITAL SERVICES, IN...	1MJH-RH4M-37Y7	09/02/2022	DELL PRO KM5221W KEYBOARD..	505-3904-44606	39.43
AMAZON CAPITAL SERVICES, IN...	1MJH-RH4M-37Y7	09/02/2022	BUY REGISTER ROLLS(12)2 1/4X...	505-3904-44606	15.99
AMAZON CAPITAL SERVICES, IN...	1MJH-RH4M-37Y7	09/02/2022	FELLOWES PHOTO GEL KEYBOA...	505-3904-44606	14.79
RUSTY'S WEIGH SCALES & SERV...	220812-1008	09/02/2022	LABOR AND TRAVEL+LABOR TAX	505-3904-47420	112.15
RUSTY'S WEIGH SCALES & SERV...	220812-1008	09/02/2022	REPLACE DISPLAY FOR IND 560 ...	505-3904-47420	925.00
INTEGRATED TECHNOLOGIES G...	7465	09/02/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	764.02
BARTOO SAND & GRAVEL, INC.	M39800	09/02/2022	TRANSPORT TRUCK TO BORDER ..	505-3904-47420	1,006.80
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	490.98
BORDER INTERNATIONAL TRUC...	X400081240.01	09/02/2022	GM EXHAUST MANIFOLD GASK...	505-3904-47420	36.99
BORDER INTERNATIONAL TRUC...	X400081240.01	09/02/2022	TURBO	505-3904-47420	2,432.93
BORDER INTERNATIONAL TRUC...	X400081240.01	09/02/2022	CORE CHARGE	505-3904-47420	375.00
MIKE TORRES DBA CD TECHNO...	1001	09/08/2022	IT SERVICES AUGUST 1,2022 TO ..	505-3904-48598	903.12
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-BOLT	505-3904-47420	4.95
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-HANGER	505-3904-47420	168.16
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-SHACKLE	505-3904-47420	115.85
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-SPACER	505-3904-47420	97.25
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-BOLT	505-3904-47420	6.95
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-WASHER	505-3904-47420	14.60
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	NUT-HEX METRIC ALL MET	505-3904-47420	9.64
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-WASHER	505-3904-47420	7.41
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	BUSHING- FRONT SPRINGS	505-3904-47420	57.34

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Payable Dates: 9/1/2022 - 9/30/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BORDER INTERNATIONAL TRUC...	X400081839.01	09/08/2022	SL-N-NUT	505-3904-47420	7.55
BORDER INTERNATIONAL TRUC...	X400081899.01	09/08/2022	ISUZUDURAMAX GT3788BLVA 7...	505-3904-44607	2,186.93
SUN VALLEY, INC.	165431	09/09/2022	PRO LG ANG BROOM	505-3904-44607	14.99
SUN VALLEY, INC.	165431	09/09/2022	HARDWARE (SHOVELS)	505-3904-44607	53.98
SUN VALLEY, INC.	165431	09/09/2022	SUP STIFF UPRIGHT BROOM	505-3904-44607	10.99
SUN VALLEY, INC.	165431	09/09/2022	24" 21N1 SQGEE BROOM	505-3904-44607	55.98
SUN VALLEY, INC.	165431	09/09/2022	DISCOUNT	505-3904-44607	-6.80
SUN VALLEY, INC.	165460	09/09/2022	DISCOUNT	505-3904-44607	-0.47
SUN VALLEY, INC.	165460	09/09/2022	5/8-3/4" MALE HOSE END	505-3904-44607	9.49
SUN VALLEY, INC.	165511	09/09/2022	2.5 GAL GRASS/WEED KILLER	505-3904-44607	271.98
SUN VALLEY, INC.	165511	09/09/2022	DISCOUNT	505-3904-44607	-13.60
SIERRA AUTO/CARQUEST	303424	09/09/2022	SPRAY GUN 3/8 FNPTX1	505-3904-44607	58.99
SIERRA AUTO/CARQUEST	303720	09/09/2022	22 XTRACLEAR	505-3904-47420	12.58
SILVERSKY, INC.	462882-SI	09/09/2022	EMAIL SERVICE OPEN PO FY22/...	505-3904-43815	215.32
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	505-3904-46731	3,441.11
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	505-3904-46733	2,940.11
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	505-3904-41785	11,299.01
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	505-3904-46732	9,474.21
WAGNER EQUIPMENT CO.	P12C0454449	09/09/2022	BUMPER AS (L)	505-3904-47420	116.26
WAGNER EQUIPMENT CO.	P12C0454449	09/09/2022	BUMPER AS (R)	505-3904-47420	116.26
WEX BANK	.83487108	09/16/2022	WEX DIESEL & GASOLINE	505-3904-43316	6,165.27
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	505-3904-43815	10,049.83
SOUTHWESTERN EQUIPMENT ...	041926	09/16/2022	IKO 3 IN CAM YOKE TYPE	505-3904-47420	397.60
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	490.98
PARADIGM SOFTWARE, LLC	13933	09/16/2022	TCNM-PARADIGM ANN. STAND...	505-3904-43815	1,430.67
CITY OF LAS CRUCES	89121	09/16/2022	SCSWA OPEN PO FY2022-2023	505-3904-45601	45,146.94
CITY UTILITIES	9/15/22	09/16/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	28,323.66
BORDER INTERNATIONAL TRUC...	X400082287.01	09/16/2022	SL-N-SHACKLE	505-3904-47420	150.85
BORDER INTERNATIONAL TRUC...	X400082565.01	09/16/2022	GMC TE500 LEAF SPRING	505-3904-47420	1,520.53
AUTOZONE STORES, LLC	2529063677	09/22/2022	W5491 HD PISTOLGRIP GREASE...	505-3904-44607	68.98
AUTOZONE STORES, LLC	2529063677	09/22/2022	AZ DEF AUTOZONE DEF EXHAU...	505-3904-44607	335.76
BORDER INTERNATIONAL TRUC...	R400023712.01	09/22/2022	TURBOCHARGER PARTS,LABOR...	505-3904-47420	6,435.23
BORDER INTERNATIONAL TRUC...	R400023831.01	09/22/2022	DIAGNOSTICS- LIMP MODE&DR...	505-3904-47420	221.76
BORDER INTERNATIONAL TRUC...	X400082779.01	09/22/2022	EGR COOLER	505-3904-47420	735.34
BORDER INTERNATIONAL TRUC...	X400082779.01	09/22/2022	EGR COOLER	505-3904-47420	737.09
BORDER INTERNATIONAL TRUC...	X400082986.01	09/22/2022	THERMOSTAT GASKET	505-3904-47420	49.30
BORDER INTERNATIONAL TRUC...	X400082986.01	09/22/2022	THERMOSTAT	505-3904-47420	29.66
BORDER INTERNATIONAL TRUC...	X400082986.01	09/22/2022	THERMOSTAT	505-3904-47420	38.72
BORDER INTERNATIONAL TRUC...	X400082986.01	09/22/2022	SL-TANK	505-3904-47420	382.28
PARKHILL SMITH & COOPER	01868422.00-3	09/23/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	527.06
PARKHILL SMITH & COOPER	01869722.00-2	09/23/2022	ENVIRONMENTAL LANDFILL M...	505-3904-48599	10,057.09
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	490.98
XEROX CORP.	017141407/017033589/01703...	09/30/2022	METER USAGE & BASE CHARGE...	505-3904-43465	140.26
O'REILLY AUTO PARTS, INC.	2162-495255	09/30/2022	NAT 112 O RING	505-3904-44607	9.50
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/RECYCLE CENTER FY ...	505-3904-43780	24.41
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	505-3904-43780	600.00
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	505-3904-43775	165.96
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	PAD AS	505-3904-47420	679.06
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	PLATE	505-3904-47420	295.78
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	PLATE	505-3904-47420	159.20
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	SPRING AS-GA	505-3904-47420	144.68
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	BOLT	505-3904-47420	39.78
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	NUT	505-3904-47420	6.52
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	WASHER	505-3904-47420	3.68
WAGNER EQUIPMENT CO.	p12r0136515/p12c0453637	09/30/2022	SPACER	505-3904-47420	38.70
Fund 505 - Solid Waste Total:					156,531.54
Fund: 506 - WWTP					
WILSON & COMPANY, INC. ENG...	109091	09/02/2022	GIS TECHNICAL ASSISTANCE	506-4005-48598	159.53
INTERNAL SERVICE FUND	194774	09/02/2022	MAINT.& SERVICES DEPT VEHIC...	506-4005-47420	296.80
HALL ENVIRONMENTAL ANALYS...	2202B26,2203966,2205285,22...	09/02/2022	INVOICES FOR LAB TESTING	506-4005-44605	2,333.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HALL ENVIRONMENTAL ANALYS...	2207E70,2208303,2208652	09/02/2022	EPA METHOD 625 SVOCs	506-4005-48598	450.00
HALL ENVIRONMENTAL ANALYS...	2207E70,2208303,2208652	09/02/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	140.00
HALL ENVIRONMENTAL ANALYS...	2207E70,2208303,2208652	09/02/2022	SM52108 BOD	506-4005-48598	240.00
HALL ENVIRONMENTAL ANALYS...	2207E70,2208303,2208652	09/02/2022	TAX ON LABOR 7.875%	506-4005-48598	85.83
HALL ENVIRONMENTAL ANALYS...	2207E70,2208303,2208652	09/02/2022	EPA MWTOD 624 VOCs	506-4005-48598	200.00
BANK OF AMERICA	229518	09/02/2022	JUSTIN WK 4625 JOIST WPRF 1...	506-4005-42620	209.99
BANK OF AMERICA	229518	09/02/2022	BLM MN SS TEE MD YW	506-4005-42620	28.99
BANK OF AMERICA	229518	09/02/2022	BLM MNS SS TEE SOLADITE BLU...	506-4005-42620	16.00
BANK OF AMERICA	347503	09/02/2022	HELMET CREATOR FLARE	506-4005-44607	79.99
BANK OF AMERICA	347503	09/02/2022	CRESCENT 2PC 7IN & 10IN LOCK...	506-4005-44607	29.98
INTEGRATED TECHNOLOGIES G...	7465	09/02/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
DPC INDUSTRIES, INC.	747001965-22	09/02/2022	CAL-HYPO GRANULAR (HTH P...	506-4005-44607	938.10
CITY UTILITIES	8/31/22	09/02/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	10,279.36
STEVE BELL CONSTRUCTION	C18235	09/02/2022	ANNUAL USE OF CRUSHER FINE...	506-4005-47415	180.00
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	310.15
MIKE TORRES DBA CD TECHNO...	1001	09/08/2022	IT SERVICES AUGUST 1,2022 TO ..	506-4005-48598	903.12
VILLAGE OF WILLIAMSBURG	08312022	09/09/2022	SEWER RECEIPTS FY 22/23 OPEN.	506-4005-48798	3,915.24
SUN VALLEY, INC.	165015,165202,165264,165328...	09/09/2022	OPEN PO AUGUST 2022 WAST...	506-4005-44607	126.11
SUN VALLEY, INC.	165220	09/09/2022	LOW WHL MOWER	506-4005-44613	312.55
HALL ENVIRONMENTAL ANALYS...	2208B59,2208A64	09/09/2022	EPA 200.8 METALS/200.7 META...	506-4005-48598	105.00
HALL ENVIRONMENTAL ANALYS...	2208B59,2208A64	09/09/2022	TAX ON LABOR 7.875%	506-4005-48598	54.63
HALL ENVIRONMENTAL ANALYS...	2208B59,2208A64	09/09/2022	SM52108 BOD	506-4005-48598	120.00
HALL ENVIRONMENTAL ANALYS...	2208B59,2208A64	09/09/2022	EPA METHOD 625 SVOCs	506-4005-48598	225.00
HALL ENVIRONMENTAL ANALYS...	2208B59,2208A64	09/09/2022	EPA MWTOD 624 VOCs	506-4005-48598	100.00
SIERRA AUTO/CARQUEST	302816	09/09/2022	CFI 83231 AIR FILTER-HD	506-4005-47420	180.92
SIERRA AUTO/CARQUEST	303134	09/09/2022	22 XTRACLEAR WIPERS	506-4005-47420	19.98
SILVERSKY, INC.	462882-SI	09/09/2022	EMAIL SERVICE OPEN PO FY22/...	506-4005-43815	215.32
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	506-4005-46731	24,410.94
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	506-4005-46733	1,653.81
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	506-4005-41785	5,491.78
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	506-4005-46732	3,507.17
AERATION INDUSTRIES INTERN...	0160619	09/16/2022	HOSE AIR DUCT RUBBER 4.0" ID	506-4005-47420	1,319.00
TYLER TECHNOLOGIES, INC.	025-387128	09/16/2022	ANNUAL TYLER SUBSCRIPTION ...	506-4005-43815	10,049.83
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	306.62
REED'S TIRE CENTER	11851	09/16/2022	IRONMAN TIRES	506-4005-47420	732.00
POLYDYNE, INC.	1673584	09/16/2022	POLYMER SEPERATES SOLID AN...	506-4005-44607	3,360.00
TESTON'S FREEWAY CHEVRON	4398,4399	09/16/2022	OPEN PO FOR DIESEL/UNLEAED...	506-4005-43316	1,513.18
B & H OIL CO.	53923,54300,53948	09/16/2022	OPEN PO FOR DIESEL,OIL AND ...	506-4005-43316	511.91
CITY UTILITIES	9/15/22	09/16/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	12.00
JUDY SMITH	124257	09/22/2022	SEWER TAP REFUND- 675 POST	506-4005-34555	732.38
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	1,011.36
CRUCES TROPHY & AWARDS CE...	86204	09/23/2022	25 YEAR RETIREMENT PLAQUE ...	506-4005-44606	82.50
JAMISON WHITLEY	90746	09/23/2022	REIMBURSEMENT FOR JAMISON...	506-4005-44615	48.00
BANK OF AMERICA	3078394876	09/29/2022	CERTIFICATION RENEWAL FOR...	506-4005-42720	25.68
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	306.62
XEROX CORP.	017033593	09/30/2022	BASE CHARGE/METERED USAGE...	506-4005-43465	177.70
NEW MEXICO GAS COMPANY, I...	9/28/22	09/30/2022	GAS BILLS/VACUUM STATION FY...	506-4005-43780	26.19
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	506-4005-43780	600.00
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	506-4005-43775	410.48
Fund 506 - WWTP Total:					79,529.93

Fund: 508 - Golf Course

NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
SUN VALLEY, INC.	165056,165197,165530	09/09/2022	OPEN PO FIELD SUPPLIES AUGU...	508-4303-44607	234.15
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	508-4303-41785	1,249.68
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	63.07
CARROT TOP INDUSTRIES, INC.	INV109874	09/16/2022	3X5' POYESTER U.S. FLAG	508-4303-44607	93.98
CARROT TOP INDUSTRIES, INC.	INV109874	09/16/2022	3X5' POLYESTER NEW MEXICO F...	508-4303-44607	160.43
CITY UTILITIES	9/21/22	09/22/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	1,363.37
MASEK ROCKY MOUNTAIN GOL...	02-75835	09/23/2022	YAM-JOINT, UNIVERSAL 1	508-4303-44607	42.61
MASEK ROCKY MOUNTAIN GOL...	02-75835	09/23/2022	YAM-KNUCKLE, STEERING	508-4303-44607	103.83

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MASEK ROCKY MOUNTAIN GOL...	02-75835	09/23/2022	YAM-KNUCKLE ARM *N*	508-4303-44607	7.38
MASEK ROCKY MOUNTAIN GOL...	02-75835	09/23/2022	YAM-TIE ROD, YDR *N*	508-4303-44607	29.72
MASEK ROCKY MOUNTAIN GOL...	02-76310	09/23/2022	MISC PART - USED SAND BOTTL...	508-4303-44607	101.94
YAMAHA MOTOR FINANCE COR...	785730	09/23/2022	OPEN PO FY22/23 YAMAHA LEA...	508-4303-43465	903.51
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	56.46
XEROX CORP.	017141410	09/30/2022	BASE CHARGE/METER USAGE FY...	508-4303-43465	172.54
TDS	9/28/22	09/30/2022	TDS FIBER INTERNET OPEN PO ...	508-4303-43775	600.00
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	508-4303-43775	155.44
Fund 508 - Golf Course Total:					5,401.18

Fund: 509 - Muni Airport

AMAZON CAPITAL SERVICES, IN...	1N13-L41V-746N	09/02/2022	CAT WOMEN'S BOOTS FOR AN...	509-4403-42620	115.00
QUILL CORPORATION	27114197/27088182	09/02/2022	SHARPIE 12/PK	509-4403-44606	9.89
QUILL CORPORATION	27114197/27088182	09/02/2022	8-1/2"X11" LEGAL PADS 12/PK	509-4403-44606	16.19
QUILL CORPORATION	27114197/27088182	09/02/2022	TAPE DISPENSER AND (6) REFILLS	509-4403-44606	16.19
QUILL CORPORATION	27114197/27088182	09/02/2022	4"X6" POST IT NOTES	509-4403-44606	18.89
QUILL CORPORATION	27114197/27088182	09/02/2022	5"X8" LEGAL PADS 12/PK	509-4403-44606	21.59
QUILL CORPORATION	27114197/27088182	09/02/2022	HIGHLIGHTERS 12/PK	509-4403-44606	7.73
RCI POWER & LIGHTING, INC.	3777	09/02/2022	BEACON LIGHT AND PAPI REPAIR	509-4403-43403	1,500.00
NM RETIREE HEALTH CARE	PPE 2022-08-26	09/02/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	85.22
SIERRA ELECTRIC CO-OP, INC.	09022022	09/09/2022	OPEN PO FY22/23 SIERRA ELEC...	509-4403-43780	1,055.42
QUILL CORPORATION	27193507/27217153	09/09/2022	QUILL ALUMINIM CLIPBOARD 1...	509-4403-44606	100.30
QUILL CORPORATION	27193507/27217153	09/09/2022	TRU-RED 3 POCKET PLASTIC WA...	509-4403-44606	19.79
QUILL CORPORATION	27193507/27217153	09/09/2022	3"X3" POST IT DISPENSER & NO...	509-4403-44606	17.09
QUILL CORPORATION	27193507/27217153	09/09/2022	BLACK SHARPIE PENS 12/PK	509-4403-44606	15.74
QUILL CORPORATION	27193507/27217153	09/09/2022	U BRANDS 30"X20" MAGNETIC ...	509-4403-44606	33.29
QUILL CORPORATION	27193507/27217153	09/09/2022	ASST. KEY TAGS 20/PK	509-4403-44606	10.78
QUILL CORPORATION	27193507/27217153	09/09/2022	QUILL 8.5"X11" PAPER 5 REAMS...	509-4403-44606	31.99
QUILL CORPORATION	27193507/27217153	09/09/2022	EXPO STARTER KIT	509-4403-44606	10.16
QUILL CORPORATION	27193507/27217153	09/09/2022	WESTCOTT SCISSORS 3/PK	509-4403-44606	8.09
QUILL CORPORATION	27193507/27217153	09/09/2022	TRU RED ALL-IN-ONE 10 COMP....	509-4403-44606	26.09
NM SELF INSURERS FUND	FY 23 PROPERTY	09/09/2022	ANNUAL PROPERTY INSURANCE...	509-4403-46731	7,566.63
NM SELF INSURERS FUND	FY 23 VEHICLES	09/09/2022	ANNUAL VEHICLE LIAB INSURA...	509-4403-46733	551.77
NM SELF INSURERS FUND	FY 23 WORKERS COMP	09/09/2022	WORKER'S COMPENSATON PR...	509-4403-41785	1,360.11
NM SELF INSURERS FUND	FY23 GENERAL LIAB	09/09/2022	ANNUAL GENERAL LIAB INSUR...	509-4403-46732	2,460.76
NM RETIREE HEALTH CARE	109862	09/16/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	49.80
TECH 45 AIRPORT MANAGEME...	22-09878/22-09879	09/16/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	7,586.26
TESTON'S FREEWAY CHEVRON	4397	09/16/2022	OPEN PO FY 22-23 TESTONS FR...	509-4403-43316	241.70
TECH 45 AIRPORT MANAGEME...	921252	09/16/2022	REISSUE OF CH#148409 6/28/22...	509-4403-48598	7,595.00
WAFD INSURANCE GROUP, INC.	91922	09/22/2022	AIRPORT INSURANCE RENEWAL	509-4403-46732	4,161.31
WINDSTREAM CORPORATION	9/21/22	09/23/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	341.91
BANK OF AMERICA	43635220740	09/29/2022	SHIPPING	509-4403-44607	30.00
BANK OF AMERICA	43635220740	09/29/2022	TB-1 TOW BALL ADAPTER	509-4403-44607	155.00
NM RETIREE HEALTH CARE	752868	09/29/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	30.82
XEROX CORP.	017141411	09/30/2022	XEROX PRINTER OPEN PO FY 22...	509-4403-43465	41.23
VERIZON WIRELESS	9915873850	09/30/2022	PHONE BILLS/OPEN PO FY 22/23	509-4403-43775	106.92
Fund 509 - Muni Airport Total:					35,398.66

Fund: 600 - Internal Serv

FOXWORTH-GALBRAITH	1247308	09/02/2022	CTG EPOXY GARAGE GRAY	600-7003-44607	529.76
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	BOSTICH ELECTRI STAPLER	600-7003-44606	24.64
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	COASTWIDE TRASH BAGS	600-7003-44606	41.77
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	COASTWIDE TRASH BAGS 33 GAL	600-7003-44606	38.03
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	CLOROXPRO	600-7003-44606	34.40
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	BOISE MULTIPURPOSE PAPER	600-7003-44606	29.11
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	STANDARD STAPLES	600-7003-44606	1.79
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	CHAIR MAT	600-7003-44606	48.60
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	DIAL FOAMING HAND SOAP	600-7003-44606	19.20
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	BIC WITE-OUT	600-7003-44606	11.75
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	COSCO ACCU STAMP	600-7003-44606	7.91
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	POST IT PAGE MARKERS	600-7003-44606	3.85
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	HIGHLAND STICKY NOTE PADS	600-7003-44606	3.31

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STAPLES CONTRACT & COMME...	3515906532	09/02/2022	HP MULTIPURPOSE PAPER	600-7003-44606	25.53
BANK OF AMERICA	382222722219142	09/02/2022	GALANZ MINI FRIDGE	600-7003-44613	157.00
BORDER INTERNATIONAL TRUC...	X400081997.01	09/08/2022	HYDRAULIC TEMPERATURE GU...	600-7003-44607	177.91
RELADYNE CONSERVANCY OIL ...	0058937-IN	09/09/2022	FUEL SUR CHARGE	600-7003-44607	1.65
RELADYNE CONSERVANCY OIL ...	0058937-IN	09/09/2022	SHL ROT 5050 NF AF DR	600-7003-44607	721.15
SIERRA AUTO/CARQUEST	303024	09/09/2022	AIR FILTER	600-7003-44607	46.89
SIERRA AUTO/CARQUEST	303024	09/09/2022	XBO FLASHLIGHT	600-7003-44607	19.99
SIERRA AUTO/CARQUEST	303025	09/09/2022	FXBO HELPING HANDS	600-7003-44607	10.99
SIERRA AUTO/CARQUEST	303025	09/09/2022	MINI BULBS	600-7003-44607	6.10
SIERRA AUTO/CARQUEST	303083	09/09/2022	BOLT MO X25	600-7003-44607	9.72
SIERRA AUTO/CARQUEST	303083	09/09/2022	BOLT GRO 1/2-13X2	600-7003-44607	8.34
SIERRA AUTO/CARQUEST	303083	09/09/2022	FLAT WASHER 5/16	600-7003-44607	4.00
SIERRA AUTO/CARQUEST	303083	09/09/2022	FLAT WASHER 1/2	600-7003-44607	1.40
SIERRA AUTO/CARQUEST	303084	09/09/2022	XBO ROLOCK PADS	600-7003-44607	44.85
SIERRA AUTO/CARQUEST	303085	09/09/2022	6X9 LED LIGHTS	600-7003-44607	33.98
SIERRA AUTO/CARQUEST	303085	09/09/2022	41/2 LED LIGHTS	600-7003-44607	21.98
SIERRA AUTO/CARQUEST	303085	09/09/2022	4 LED LIGHTS	600-7003-44607	19.98
SIERRA AUTO/CARQUEST	303085	09/09/2022	MINI BULBS	600-7003-44607	9.50
SIERRA AUTO/CARQUEST	303132	09/09/2022	XBO FREIGHT	600-7003-44607	8.50
SIERRA AUTO/CARQUEST	303132	09/09/2022	RAT FP FLX 1/4 90T	600-7003-44607	57.92
SIERRA AUTO/CARQUEST	303135	09/09/2022	RAD HOSE-UPPER	600-7003-44607	13.10
SIERRA AUTO/CARQUEST	303135	09/09/2022	RAD HOSE-LOWER	600-7003-44607	13.31
SIERRA AUTO/CARQUEST	303136	09/09/2022	LUBE	600-7003-44607	12.12
SIERRA AUTO/CARQUEST	303136	09/09/2022	RADIAL SEAL OUTER AI	600-7003-44607	76.80
SIERRA AUTO/CARQUEST	303136	09/09/2022	AIR FILTER	600-7003-44607	47.34
SIERRA AUTO/CARQUEST	303255	09/09/2022	ARGON125	600-7003-44607	64.00
SIERRA AUTO/CARQUEST	303257	09/09/2022	LUBE	600-7003-44607	36.36
SIERRA AUTO/CARQUEST	303257	09/09/2022	AIR	600-7003-44607	48.85
SIERRA AUTO/CARQUEST	303257	09/09/2022	RAT FH FP 3/8 DR 90T	600-7003-44607	79.30
SIERRA AUTO/CARQUEST	303257	09/09/2022	FAN CLUTCH THERMAL	600-7003-44607	191.09
SIERRA AUTO/CARQUEST	303455	09/09/2022	XBO PAINTERS TAPE	600-7003-44607	19.58
SIERRA AUTO/CARQUEST	303458	09/09/2022	FUEL INTERCHANGE FOR: FS19...	600-7003-44607	15.86
SIERRA AUTO/CARQUEST	303458	09/09/2022	FUEL ELEMENT	600-7003-44607	98.72
SIERRA AUTO/CARQUEST	303497	09/09/2022	FLAP DISC4=1/2 36GRT	600-7003-44607	17.18
SIERRA AUTO/CARQUEST	303497	09/09/2022	FLAP DISC4-1/2 36GRT	600-7003-44607	20.00
SIERRA AUTO/CARQUEST	303498	09/09/2022	24 GRIT X 7 WITH 7/8 ARBOR	600-7003-44607	8.91
SIERRA AUTO/CARQUEST	303498	09/09/2022	24 GRIT X 7 WITH 7/8 ARBOR	600-7003-44607	8.91
SIERRA AUTO/CARQUEST	303498	09/09/2022	SANDING PADS 4-1/2 I	600-7003-44607	16.80
SIERRA AUTO/CARQUEST	303498	09/09/2022	FLAP DISC4 1/2 36GRT	600-7003-44607	17.18
SIERRA AUTO/CARQUEST	303498	09/09/2022	RESPIRATOR ASSEMBLY	600-7003-44607	28.89
SIERRA AUTO/CARQUEST	303498	09/09/2022	FOLDING UTILITY KNIFE	600-7003-44607	10.21
SIERRA AUTO/CARQUEST	303498	09/09/2022	RESPERATOR 1/2 MASK	600-7003-44607	36.18
SIERRA AUTO/CARQUEST	303498	09/09/2022	XBO CUP BRUSH	600-7003-44607	53.98
SIERRA AUTO/CARQUEST	303665	09/09/2022	HYDRAULIC	600-7003-44607	51.32
SIERRA AUTO/CARQUEST	303719	09/09/2022	SPARK PLUG	600-7003-44607	15.96
SIERRA AUTO/CARQUEST	303719	09/09/2022	HYDRAULIC	600-7003-44607	33.38
SIERRA AUTO/CARQUEST	303719	09/09/2022	GAS-MAGNUM 65	600-7003-44607	182.86
SIERRA AUTO/CARQUEST	303955	09/09/2022	XBO GUAGE	600-7003-44607	24.99
SIERRA AUTO/CARQUEST	303955	09/09/2022	COUPLER B M MA	600-7003-44607	7.84
SIERRA AUTO/CARQUEST	303956	09/09/2022	7RV 5 FLATE MULTI-TOW	600-7003-44607	59.12
POWER FORD	5476543	09/16/2022	CLIMATE CONTROL PANEL	600-7003-47420	73.46
WEX BANK	83487108	09/16/2022	GAS & OIL FY 2022-2023 (OPEN)	600-7003-43316	226.98
BORDER INTERNATIONAL TRUC...	X400082703.01	09/22/2022	FILTER LUBE SPIN ON	600-7003-44607	98.28
BORDER INTERNATIONAL TRUC...	X400082703.01	09/22/2022	AIR FILTER	600-7003-44607	90.88
BORDER INTERNATIONAL TRUC...	X400082940.01	09/22/2022	CHAMBER 3030 STD W CL	600-7003-44607	221.48
BORDER INTERNATIONAL TRUC...	X400082941.01	09/22/2022	BAT, GRP BATTERY, GROUP 31,95	600-7003-44607	359.97
BORDER INTERNATIONAL TRUC...	X400082945-01	09/29/2022	PANEL AIR ELEMENT	600-7003-44607	67.88
BORDER INTERNATIONAL TRUC...	X400082945-01	09/29/2022	PANEL SIR ELEMENT WITH FO...	600-7003-44607	81.84

Expense Approval Report**Payable Dates: 9/1/2022 - 9/30/2022**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XEROX CORP.	017141412	09/30/2022	RENT OF EQUIPMENT/XEROX O...	600-7003-43465	94.58
Fund 600 - Internal Serv Total:					4,806.99
Grand Total:					1,601,360.92

Report Summary

Fund Summary

Fund	Payment Amount
101 - General	258,197.81
201 - Corrections	2,501.00
209 - Fire	5,814.33
211 - Law Enforce Prot	2,925.86
214 - Lodgers Tax	15,411.82
216 - Muni Street	54,697.78
294 - State Library	10,579.28
295 - Muni Pool	4,022.67
296 - PD GRT	3,244.68
298 - PD Donations	1,175.66
303 - Vet Wall	149.52
304 - Senior Grants	68,789.27
312 - R&R Airport	135,248.40
360 - NMFA PROJECTS	4,567.98
403 - Pledge State	34,209.38
501 - Cemetary	821.54
502 - Util Office - Pool	14,412.00
503 - Electric	636,183.01
504 - Water	66,740.63
505 - Solid Waste	156,531.54
506 - WWTP	79,529.93
508 - Golf Course	5,401.18
509 - Muni Airport	35,398.66
600 - Internal Serv	4,806.99
Grand Total:	1,601,360.92

Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	4,994.25
101-1001-41226	RETIREE INSURANCE	416.86
101-1001-41785	WORKER'S COMP. PREMI...	157.39
101-1001-43465	RENT OF EQUIPMENT	347.48
101-1001-43740	PRINTING/PUBLISHING	366.91
101-1001-43775	TELEPHONE	278.21
101-1001-44606	OFFICE SUPPLIES	493.12
101-1002-41226	RETIREE INSURANCE	131.61
101-1002-41785	WORKER'S COMP. PREMI...	300.00
101-1002-42720	EMPLOYEE TRAINING-M...	67.18
101-1002-43775	TELEPHONE	195.34
101-1003-41226	RETIREE INSURANCE	671.73
101-1003-41785	WORKER'S COMP. PREMI...	842.04
101-1003-43465	RENT OF EQUIPMENT	320.56
101-1003-43775	TELEPHONE	422.17
101-1003-44606	OFFICE SUPPLIES	24.29
101-1004-41226	RETIREE INSURANCE	764.58
101-1004-41785	WORKER'S COMP. PREMI...	358.19
101-1004-42720	EMPLOYEE TRAINING-AD...	503.48
101-1004-43465	RENT OF EQUIPMENT	538.26
101-1004-43740	PRINTING/PUBLISHING	427.58
101-1004-43770	SUBSCRIPTION & DUES	70.33
101-1004-43775	TELEPHONE	250.43
101-1004-43815	SOFTWARE LIC/SOFTWAR...	10,242.55
101-1004-44606	OFFICE SUPPLIES	93.61
101-1004-48599	OTHER CONTRACTUAL SE...	1,136.72
101-1006-41226	RETIREE INSURANCE	362.01
101-1006-41785	WORKER'S COMP. PREMI...	1,614.44
101-1006-42720	EMPLOYEE TRAINING-CO...	161.52

Account Summary

Account Number	Account Name	Payment Amount
101-1006-43316	GAS & OIL	127.02
101-1006-43775	TELEPHONE	109.81
101-1006-44606	OFFICE SUPPLIES	51.77
101-1006-44607	FIELD SUPPLIES	819.45
101-1006-48598	PROFESSIONAL SERVICES	2,136.50
101-1007-41226	RETIREE INSURANCE	2,845.20
101-1007-41785	WORKER'S COMP. PREMI...	14,307.21
101-1007-43316	GAS & OIL	6,013.23
101-1007-43465	RENT OF EQUIPMENT	320.71
101-1007-43740	PRINTING/PUBLISHING	794.59
101-1007-43775	TELEPHONE	1,439.67
101-1007-43815	SOFTWARE	12,437.83
101-1007-46732	GENERAL LIABILITY INSUR...	41,127.31
101-1007-46733	AUTO INSURANCE PREMI...	2,756.36
101-1007-47420	MAINTENANCE VEHICLE/...	212.58
101-1008-41226	RETIREE INSURANCE	339.33
101-1008-41785	WORKER'S COMP. PREMI...	2,422.50
101-1008-43316	GAS & OIL	843.22
101-1008-43775	TELEPHONE	300.93
101-1008-44606	OFFICE SUPPLIES	394.46
101-1008-44607	FIELD SUPP-CODE ENF/AN...	286.57
101-1008-47420	MAINTENANCE VEH/EQUI...	64.67
101-1009-41226	RETIREE INSURANCE	436.45
101-1009-41785	WORKER'S COMP. PREMI...	2,459.63
101-1009-42620	UNIFORMS/LINEN-MUNI ...	474.89
101-1009-42720	EMPLOYEE TRAINING-M...	125.00
101-1009-43316	GAS & OIL	853.82
101-1009-43465	RENT OF EQUIPMENT	221.15
101-1009-43775	TELEPHONE	145.49
101-1009-44606	OFFICE SUPPLIES	348.33
101-1009-44607	FIELD SUPPLIES-MUNI RE...	4,020.34
101-1009-44613	NON-CAPITAL ITEMS	1,758.11
101-1009-47415	MAINTENANCE--REPAIRS ...	1,905.80
101-1009-47420	MAINTENANCE VEHICLE/...	904.49
101-1010-41226	RETIREE INSURANCE	290.22
101-1010-41785	WORKER'S COMP. PREMI...	100.71
101-1010-43775	TELEPHONE	93.60
101-1010-44606	OFFICE SUPPLIES	987.87
101-1010-47420	MAINTENANCE-VEHICLE/...	66.93
101-1010-48555	CLEAN UP & DEMOLITION...	902.43
101-1010-48598	PROFESSIONAL SERVICES	22,887.34
101-1011-41226	RETIREE INSURANCE	991.70
101-1011-41785	WORKER'S COMP. PREMI...	7,381.57
101-1011-43775	TELEPHONE	69.80
101-1012-41226	RETIREE INSURANCE	365.97
101-1012-41785	WORKER'S COMP. PREMI...	824.33
101-1012-43403	REGULAR BUILDING MAI...	2,448.23
101-1012-43775	TELEPHONE	86.01
101-1012-44607	FIELD SUPPLIES-FLEET MA...	183.75
101-1012-44615	SAFETY EQUIPMENT	81.07
101-1013-41226	RETIREE INSURANCE	231.90
101-1013-41785	WORKER'S COMP PREMI...	80.47
101-1013-42720	EMPLOYEE TRAINING	125.00
101-1013-43316	GAS & OIL	217.22
101-1013-47420	MAINTENANCE VEHICLE/...	4,756.67
101-1014-41226	RETIREE INSURANCE	623.01
101-1014-41785	WORKER'S COMP. PREMI...	6,000.00
101-1014-43316	GAS & OIL	802.68

Account Summary

Account Number	Account Name	Payment Amount
101-1014-43403	REGULAR BUILDING MAI...	728.04
101-1014-43775	TELEPHONE	104.99
101-1014-44607	FIELD SUPPLIES-FACILITY ...	1,717.43
101-1014-47410	MAINTENANCE CONTRAC...	53.88
101-1016-41226	RETIREE INSURANCE	566.25
101-1016-41785	WORKER'S COMP. PREMI...	500.00
101-1016-44606	OFFICE SUPPLIES	499.90
101-1017-48599	OTHER CONTRACTUAL SE...	22,018.92
101-1018-43780	UTILITIES	17,567.50
101-1018-43815	SOFTWARE LIC/SOFTWAR...	215.33
101-1018-46731	PROPERTY INSURANCE-UT..	16,508.31
101-1018-46732	GENERAL LIABILITY INSUR...	8,768.19
101-1018-46733	VEHICLE INSURANCE	4,226.42
101-1018-48598	PROFESSIONAL SERVICES	1,887.98
101-1040-43465	RENT OF EQUIPMENT	238.93
101-1099-34348	RENT OF PUBLIC FACILITIES	1,640.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	191.00
201-1903-48710	CARE OF PRISONERS-COR...	2,310.00
209-1603-43316	GAS & OIL	154.20
209-1603-43465	RENT OF EQUIPMENT	256.77
209-1603-43775	TELEPHONE	362.63
209-1603-43780	UTILITIES	928.11
209-1603-47405	MAINTENANCE-BUILDING...	3,641.19
209-1603-47415	MAINTENANCE--REPAIRS ...	471.43
211-2003-42535	EMPLOYEE TRAINING	1,885.90
211-2003-44573	UNIFORM & EQUIPMENT	189.95
211-2003-44840	EQUIPMENT & MACHINE...	322.50
211-2003-47420	MAINTENANCE-VEHICLE/...	527.51
214-2503-47597	9% ADVERTISING/MARKET...	824.92
214-2540-48598	OTHER PROFESSIONAL SE...	1,197.53
214-2540-48599	OTHER CONTRACT SERVIC...	824.92
214-2540-60725	GRANTS TO SUB-RECIPIE...	1,848.29
214-2560-60725	GRANTS TO SUB-RECIPIE...	10,716.16
216-4503-43316	GAS & OIL	3,213.35
216-4503-44615	SAFETY EQUIPMENT	254.97
216-4503-46731	PROPERTY INSURANCE-ST...	4,262.54
216-4503-46732	GENERAL LIABILITY INSUR...	2,753.74
216-4503-46733	VEHICLE INSURANCE	2,572.60
216-4503-47420	MAINT.VEHICLE/FURN/E...	6,640.65
216-7018-48598	Professional Serv/Contrac...	34,999.93
294-5003-43465	RENT OF EQUIPMENT	9.59
294-5003-43775	TELEPHONE	167.76
294-5003-44613	NON-CAPITAL ITEMS	10,091.74
294-5003-60834	STATE LIBRARY GRANT-ST...	310.19
295-4803-34351	SWIMMING POOL PROCE...	65.00
295-4803-41226	RETIREE INSURANCE	219.54
295-4803-41785	WORKER'S COMPENSATI...	1,855.51
295-4803-42720	EMPLOYEE TRAINING-M...	41.00
295-4803-43465	RENT OF EQUIPMENT	31.47
295-4803-43775	TELEPHONE	28.67
295-4803-43780	UTILITIES-MUNI POOL	1,781.48
296-2403-44613	NON-CAPITAL ITEMS	3,244.68
298-2103-45607	MISC. EXPENSES	1,175.66
303-4703-43775	TELEPHONE	149.52
304-4903-43403	REGULAR BUILDING MAI...	68,789.27
312-7015-80810	OTHER CAPITAL EQUIPM...	135,248.40
360-7009-80847	ROADWAYS/BRIDGES	4,567.98
403-1203-12918	CWPA PPRF-2613 TORC 18..	690.58

Account Summary

Account Number	Account Name	Payment Amount
403-1203-12919	CWPA PPRF-2737 TORC 19..	7,598.76
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90905	DEBT SERVICE PRINCIPAL-...	11,592.00
403-1203-90910	DEBT SERVICE INTEREST	7,177.41
501-1803-43780	UTILITIES	821.54
502-3601-41226	RETIREE INSURANCE	788.25
502-3601-41785	WORKER'S COMP. PREMI...	306.32
502-3601-43316	GAS & OIL	293.78
502-3601-43465	RENT OF EQUIPMENT	6,474.35
502-3601-43775	TELEPHONE	203.24
502-3601-43780	UTILITIES	363.07
502-3601-43815	SOFTWARE LIC/SOFTWAR...	3,247.71
502-3601-46731	PROPERTY LIABILITY INS-...	11.35
502-3601-46732	GENERAL LIABILITY INSUR...	2,172.66
502-3601-46733	VEHICLE INSURANCE	551.27
503-3702-41226	RETIREE INSURANCE	1,239.84
503-3702-41785	WORKER'S COMP. PREMI...	2,581.12
503-3702-42620	UNIFORM/LINEN-ELECTRI...	60.00
503-3702-42720	EMPLOYEE TRAINING-ELE...	600.00
503-3702-43316	GAS & OIL	2,487.58
503-3702-43465	RENT OF EQUIPMENT	109.36
503-3702-43775	TELEPHONE	243.67
503-3702-43780	UTILITIES	6,373.75
503-3702-43815	SOFTWARE LIC/SOFTWAR...	19,055.60
503-3702-44607	FIELD SUPPLIES	35,748.19
503-3702-44613	NON-CAPITAL ITEMS	75.00
503-3702-44615	SAFETY EQUIPMENT	1,049.52
503-3702-46731	PROPERTY LIABILITY INS-E...	9,368.92
503-3702-46732	GENERAL LIABILITY INSUR...	26,338.82
503-3702-46733	VEHICLE INSURANCE	2,205.09
503-3702-47415	MAINTENANCE--REPAIRS ...	90,780.32
503-3702-47420	MAINTENANCE-VEHICLE/...	2,104.82
503-3702-48598	PROFESSIONAL SERVICES	11,119.96
503-3702-50795	WHOLESALE POWER COS...	424,641.45
504-3803-34553	NEW INSTALLATIONS-WA...	731.53
504-3803-41226	RETIREE INSURANCE	364.17
504-3803-41785	WORKER'S COMP. PREMI...	2,832.99
504-3803-42720	EMPLOYEE TRAINING-WA...	769.70
504-3803-43316	GAS & OIL	1,954.31
504-3803-43465	RENT OF EQUIPMENT	50.00
504-3803-43770	SUBSCRIPTION/DUES	988.21
504-3803-43775	TELEPHONE	69.80
504-3803-43780	UTILITIES	11,130.58
504-3803-43797	WATER CONSERVATION-...	1,379.99
504-3803-43815	SOFTWARE LIC/SOFTWAR...	10,265.15
504-3803-44606	OFFICE SUPPLIES	38.58
504-3803-44607	FIELD SUPPLIES-WATER D...	20,691.13
504-3803-46731	PROPERTY INSURANCE-W...	5,440.20
504-3803-46732	GENERAL LIABILITY INSUR...	3,773.33
504-3803-46733	VEHICLE INSURANCE	1,837.57
504-3803-47415	MAINTENANCE--REPAIRS ...	1,180.00
504-3803-47420	MAINTENANCE-VEHICLE/...	114.00
504-3803-47430	EMERGENCY REPAIRS	1,081.88
504-3803-48598	PROFESSIONAL SERVICES	2,047.51
505-3904-41226	RETIREE INSURANCE	1,472.94
505-3904-41785	WORKER'S COMP. PREMI...	11,299.01
505-3904-43316	GAS & OIL	6,165.27
505-3904-43465	RENT OF EQUIPMENT	140.26

Account Summary

Account Number	Account Name	Payment Amount
505-3904-43775	TELEPHONE	165.96
505-3904-43780	UTILITIES	1,388.43
505-3904-43815	SOFTWARE LIC/SOFTWAR...	11,695.82
505-3904-44606	OFFICE SUPPLIES	193.62
505-3904-44607	FIELD SUPPLIES-SOLID WA...	3,056.70
505-3904-45601	WASTE DISPOSAL	73,470.60
505-3904-46731	PROPERTY INSURANCE-S...	3,441.11
505-3904-46732	GENERAL LIABILITY INSUR...	9,474.21
505-3904-46733	VEHICLE INSURANCE	2,940.11
505-3904-47420	MAINTENANCE-VEHICLE/...	19,155.38
505-3904-48598	PROFESSIONAL SERVICES	1,887.97
505-3904-48599	OTHER CONTRACTUAL SE...	10,584.15
506-4005-34555	NEW INSTALLATIONS-SE...	732.38
506-4005-41226	RETIREE INSURANCE	923.39
506-4005-41785	WORKER'S COMP. PREMI...	5,491.78
506-4005-42620	UNIFORM/LINEN-WASTE...	254.98
506-4005-42720	EMPLOYEE TRAINING-WA...	25.68
506-4005-43316	GAS & OIL	2,025.09
506-4005-43465	RENT OF EQUIPMENT	177.70
506-4005-43775	TELEPHONE	410.48
506-4005-43780	UTILITIES	11,928.91
506-4005-43815	SOFTWARE LIC/SOFTWAR...	10,265.15
506-4005-44605	CHEMICALS/LABORATORY...	2,333.34
506-4005-44606	OFFICE SUPPLIES	82.50
506-4005-44607	FIELD SUPPLIES-WASTEWA...	4,534.18
506-4005-44613	NON-CAPITAL ITEMS	312.55
506-4005-44615	SAFETY EQUIPMENT	48.00
506-4005-46731	PROPERTY INSURANCE-W...	24,410.94
506-4005-46732	GENERAL LIABILITY INSUR...	3,507.17
506-4005-46733	VEHICLE INSURANCE	1,653.81
506-4005-47415	MAINTENANCE--REPAIRS ...	180.00
506-4005-47420	MAINTENANCE-VEHICLE/...	2,548.70
506-4005-48598	PROFESSIONAL SERVICES	3,767.96
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,915.24
508-4303-41226	RETIREE INSURANCE	182.60
508-4303-41785	WORKER'S COMP. PREMI...	1,249.68
508-4303-43465	RENT OF EQUIPMENT	1,076.05
508-4303-43775	TELEPHONE	755.44
508-4303-43780	UTILITIES	1,363.37
508-4303-44607	FIELD SUPPLIES	774.04
509-4403-41226	RETIREE INSURANCE	165.84
509-4403-41785	WORKER'S COMP. PREMI...	1,360.11
509-4403-42620	UNIFORMS-AIRPORT	115.00
509-4403-43316	GAS & OIL	241.70
509-4403-43403	REGULAR BUILDING MAI...	1,500.00
509-4403-43465	RENT OF EQUIPMENT	41.23
509-4403-43775	TELEPHONE	448.83
509-4403-43780	UTILITIES	1,055.42
509-4403-44606	OFFICE SUPPLIES	363.80
509-4403-44607	FIELD SUPPLIES	185.00
509-4403-46731	PROPERTY LIABILITY-AIRP...	7,566.63
509-4403-46732	GENERAL LIABILITY INSUR...	6,622.07
509-4403-46733	VEHICLE INSURANCE	551.77
509-4403-48598	PROFESSIONAL SERVICES	15,181.26
600-7003-43316	GAS & OIL	226.98
600-7003-43465	RENT OF EQUIPMENT	94.58
600-7003-44606	OFFICE SUPPLIES	289.89
600-7003-44607	FIELD SUPPLIES	3,965.08

Account Summary

Account Number	Account Name	Payment Amount
600-7003-44613	NON-CAPITAL ITEMS	157.00
600-7003-47420	MAINTENANCE-VEHICLE/...	73.46
Grand Total:		1,601,360.92

Project Account Summary

Project Account Key	Payment Amount
None	1,601,360.92
Grand Total:	1,601,360.92



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item#: G.1

SUBJECT: Resolution No. 13 22/23 for the Sale of Surplus Property to be sold at the November 5, 2022 Auction through Willard Hall Auctions.

DEPARTMENT: Clerk's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Pursuant to Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences has property that is no longer needed. The City will use Willard Hall Auctions to sell the surplus property belonging to the City on November 5, 2022 at the Sierra County Fair Barn.

Recommendation:

Approve Resolution No. 13 22/23 declaring the sale of surplus property with the amended list of items to be sold on November 5, 2022 through Willard Hall Auctions.

Attachments:

- Resolution No. 13 22/23
- Items List

Fiscal Impact (Finance): Choose an item.

Legal Review (City Attorney): Choose an item.

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. Resolution No. 13 22/23 Ordinance No. N/A

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-12-2022



RESOLUTION NO. 13 22/23

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

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

Whereas, PURSUANT TO Section 3-54-2 of the New Mexico State Statutes, 1978, Annotated, the City of Truth or Consequences serves notice that the City will use the auction **Willard Hall Auctions** to sell various surplus property belonging to the City.

NOW THEREFORE BE IT RESOLVED THAT:

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

PASSED, APPROVED AND ADOPTED this 12th day of October, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela A. Torres, CMC, City Clerk



PROPERTY DISPOSAL REQUEST FORM

PROPERTY ASSIGNED TO:

Date: October 4, 2022	Department: PARKS AND REC.
Department: PARKS DEPARTMENT	Location: WASTE WATER PLANT
	Individual: SEAN BARNES
	Supervisor: SEAN BARNES

The following item(s) of controlled property need to be disposed of other than Departmental transfers:

	ITEM 1	ITEM 2	ITEM 3
Quantity: 1			
Tag Number: N/A			
License # if any N/A			
Brand/Model: JOHN DEERE 310 SE 4X4			
Description: BACKHOE			
Serial/Vin #: T0310SE837364			
Original Amount:			
Will This be Sold at Auction?	YES		
Reason : DO NOT NEED			

Fill in all spaces where applicable & submit to the Finance Department within 5 working days.

(Attach additional sheets if more than 6 items)

RELEASE REQUESTED BY:

Employee Signature	PARKS AND REC SUPERVISOR	Date
Department Head Signature	10/04/22	10/4/22

APPROVED:

City Manager Signature	Date
------------------------	------

CITY MANAGER SIGNATURE ONLY
APPROVES PROCESS TO BEGIN;
**SIGNATURE DOES NOT
AUTOMATICALLY APPROVE
DISPOSAL.**
CONTACT FINANCE DIRECTOR

FINANCE DIRECTOR OR DESIGNEE

Date entered into system:	RESOLUTION #
By:	COMMISSION MEETING DATE:

This form is to be used for any inventory marked for disposal; must also accompany items set for auction.

Original to Finance Department. Copies to: Requestor, Department Head

FINANCE DIRECTOR WILL WORK WITH CITY CLERK

Note: Property cannot be disposed of until approved by the Commission and by the Office of the State Auditor after 30 calendar days. Please check with the Finance Department.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: G.2

SUBJECT: Resolution No. 14 22/23 to adopt a City Debit/Credit Card Policy.

DEPARTMENT: Finance

DATE SUBMITTED: October 4, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

RESOLUTION ADOPTING A POLICY FOR THE ACCEPTANCE OF DEBIT/CREDIT CARDS OR ELECTRONIC TRANSFER FOR PAYMENTS OF ANY CITY GOODS OR SERVICES WHERE APPLICABLE FOR THE CITY OF TRUTH OR CONSEQUENCES.

Recommendation:

Approval of Policy.

Attachments:

- Debit/Credit Card Policy.

Fiscal Impact (Finance): Yes

[Click here to enter text.](#)

Legal Review (City Attorney):

[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 10-12-2022



Policy Number 22-002		
Acceptance of Debit/Credit Cards or Electronic Transfer		
Date Approved October 12, 2022	Approved by: Governing Body	Supersedes policy or Resolution # NA

RESOLUTION NO. 14 22/23

RESOLUTION ADOPTING A POLICY FOR ACCEPTANCE OF DEBIT/CREDIT CARDS OR ELECTRONIC TRANSFER FOR PAYMENTS OF ANY CITY GOODS OR SERVICES WHERE APPLICABLE FOR THE CITY OF TRUTH OR CONSEQUENCES

WHEREAS, the City Commission of the City of Truth or Consequences, met in a regular meeting on October 12, 2022, at 9:00 am, in the Commission Chambers at 405 West 3rd Street in Truth or Consequences, New Mexico 87901; and

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

WHEREAS, Section 6-10-1.2 NMSA provides that a local governing body may accept payment by credit card or electronic means and charge a uniform convenience fee to cover the approximate costs imposed by a financial institution that are directly related to processing a debit/credit card or electronic transfer transaction; and,

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Truth or Consequences hereby adopts a **POLICY FOR THE ACCEPTANCE OF DEBIT/CREDIT CARDS OR ELECTRONIC TRANSFER FOR PAYMENTS OF ANY CITY GOODS OR SERVICES WHERE APPLICABLE FOR THE CITY OF TRUTH OR CONSEQUENCES.**

PASSED, APPROVED AND ADOPTED this 12th day of October, 2022.

Amanda Forrister, Mayor

ATTEST:

Angela Torres, City Clerk

This policy applies to all departments that accept or may accept debit cards, credit cards, or electronic fund transfers for payments of goods or services.

Debit/Credit Card customer information is not subject to Public Records Disclosure.

Debit/Credit Card customer information will not be subject for use for commercial purposes.

A. Authorization to Open all Credit and Debit Card Accounts

The City of Truth or Consequences commission passes this Resolution 14 22/23 to accept payment of goods or services by debit/credit card or electronic transfer transaction.

B. Accepting Debit/Credit Card or Electronic Transfer Transaction will be Subject to Convenience Fee

The City of Truth or Consequences Commission passes resolution 14 22/23 to accept payments of goods or services by Debit/Credit Card or electronic transfer transactions with the provision that they will not accept payment by debit/credit card or electronic transfer without charging a convenience fee to the customer to do so.

C. Definitions

1. Automated Clearing House or ACH means an association of depository institutions that process financial transactions electronically through the Federal Reserve Bank.
2. Convenience Fee means a fee that is charged to a customer for the convenience of making an electronic payment. A convenience fee charged to a customer typically covers all or a portion of a payment vendor's transaction costs, as well as any other additional fees that are charged by an agency to recover direct costs associated with an electronic payment.
3. Credit Card means a card indicating that the holder named on the card has obtained a revolving line of credit from the financial institution issuing the card up to a certain dollar amount valid to a specified date shown on the card. A credit card may be used to pay for goods and services from merchants or organizations participating in the corresponding credit card program.
4. Debit Card means a card indicating that the holder named on the card has an open account in a financial institution shown on the card that the holder named on the card is authorized to pay for purchased of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of transaction.
5. Customer means a person who is purchasing services with an electronic payment, such as a credit card, debit card, or electronic check.

6. Electronic Check or e-check means an ACH debit that is initiated by the customer or agency on the internet against an open account in a financial institution that is authorized for use to pay for purchases of goods and services from participating merchants so long as the account is valid and has adequate funds to cover the cost of either goods or services, or both, at the time of transaction. This is also known as an internet check.
7. Electronic Payments means any financial transaction by which funds are transferred to accounts through any type of electronic payment option or method. The electronic payment options include, but are not limited to; Internet payment processing, point-of-sale payment processing, and interactive voice response (telephone payments). The methods of payment include, but are not limited to: automated clearing hours (ACH), credit cards, debit cards, ACH debit processing and wire transfers.
8. Electronic Payment Services means any service provided by a vendor who acts as an intermediary in processing an electronic payment including, but not limited: merchant banking services, credit card payment processing, ACH debit processing and internet payment gateway services. Depending on how contracts with third party vendors are established, electronic payment services may be coordinated by a single vendor or multiple vendors.
9. Electronic Payment Processing Protocol means the standard processes used by personnel when accepting electronic payments from customers, including, but limited to contracts with financial service providers and business procedures.
10. Interactive Voice Response System or IVR means a system that allows users to pay for services over the telephone or other audio-signal carrier using a credit card.
11. Internet Payment Gateway Service means a service provided by a vendor that directs an internet payment transaction to the appropriate third-party payment processor who facilitates the transfer of funds from a specific financial institution.
12. Merchant Banking Service refers to the designated bank or banking service that processes an electronic payment.
13. Payment Vendor means a service provider who is involved with the electronic payment transaction, including, but not limited to; merchant bank, credit card issuer, credit card association, internet payment gateway, ACH or credit card payment processor.
14. Personal Financial Information means the information provided by the customer in the course of completing a payment transaction with RWW through an electronic transfer of funds, including, but not limited to credit card number, debit card number and bank account number.
15. Point-of-Sale or POS is a payment option that performs a real-time payment authorization of a customer's account when the customer presents their credit card (or other payment method in-person at the time of sale.

16. Transaction Fee means the same as “transaction cost” and refers to the cost incurred by a payment vendor for executing an electronic payment. If an agency passes all or a portion of this transaction cost on to the customer, then the resulting fee to the customer is typically called a convenience fee. (See definition above).

D. Policies

The City of Truth or Consequences may accept electronic payments for goods or services pursuant to Resolution 14 22/23 and Section 6-10-1.2 NMSA 1978, and must comply with the electronic payment processing protocol and procedural steps as set forth in these administrative policies and procedures.

1. Electronic Payment Processing Protocol and Privacy

- a. The City of Truth or Consequences will take all payments with technical assistance and equipment, if necessary, shall establish and maintain the protocol for electronic payment processing, including, but not limited to, contracts for electronic payments, convenience fees, and standard business processes and procedures.
- b. The City shall not store a customer’s personal financial information in a database accessible to the public. If the City has legal and justifiable reason to store personal financial information obtained from customers during an electronic payment transaction, it is required to provide a written procedures and policies for the safekeeping of such personal financial information. Such written procedures and policies shall include the names of employees who will have access to such personal financial information. Such procedures and policies shall be forwarded to the City Manager for written approval before storing personal financial information in a database accessible to employees.

2. Contracts

- a. The City shall establish and administer contracts with vendors for the acceptance and processing of electronic payments, including, but not necessarily limited to: merchant banking service, internet payment gateway services, and third-party electronic payment processors.

3. Convenience and Transaction Fees

- a. A convenience fee greater than the cost of a payment vendor’s transaction fee may be charged to the customer for an electronic payment. Convenience fees may be calculated to recover all of a payment vendor’s transaction costs, as well as any additional direct cost borne by.
- b. Use of a convenience fee and the methodology used in calculating it must be in accordance with the contracts that have been established with vendors.

E. Procedures

1. City employees may obtain information from the appropriate department on its electronic payment processing protocol, contracts for electronic payments, transaction fee structure and standard business processes, and procedures.
2. City employees will provide to the Office supervisor or appropriated party, information pertaining to set up of accounts which may include, but is not limited to, the following:
 - a. Checking account for electronic payment deposits.
 - b. Merchant bank account and credit card issuer accounts for credit card payment processing.
 - c. Internet payment processing and third-party payment processor accounts.
3. The City's appointed designee is responsible for tracking, researching and recording all credit/debit card transactions or electronic transfer for reconciliation purposes.
4. Acceptance of debit/credit cards or electronic transfer from the internet shall be done in a secure fashion and on a secure system.
5. Debit/Credit card payments will only be accepted in person by POS or through the internet payment gateway. Debit/Credit card payments will not be accepted by telephone (unless utilizing IVR), mail or e-mail.



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: H.1

SUBJECT: Public Hearing and Final Adoption of Ordinance No. 735 Amending Section 14-48 pertaining to the Customer Generated Renewable Energy Program

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background:

Public Hearing and Final Adoption of Ordinance No. 735 to amend our Customer Generated Renewable Energy Program.

Recommendation:

Public Hearing and Final Adoption of Ordinance No. 735.

Attachments:

- Ordinance No. 735
- -

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 10-12-2022

ORDINANCE NO. 735

AN ORDINANCE OF THE CITY OF TRUTH OR CONSEQUENCES, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF TRUTH OR CONSEQUENCES, BE AMENDED BY AMENDING SECTION 14-48 PERTAINING TO THE CUSTOMER GENERATED RENEWABLE ENERGY PROGRAM:

Sec. 14-48. Customer generated renewable energy program shall be amended in its entirety to read as follows:

a) CUSTOMER GENERATED RENEWABLE ENERGY PROGRAM

1) Overview

- a. The City of Truth or Consequences (City) Customer Generated Renewable Energy Program is available to any City electric customer, residential or commercial, that installs a qualified renewable energy system and has it interconnected to the City's power grid. A Qualifying Facility means a cogeneration or a small power production facility which meets the criteria for qualification contained in 18 C.F.R. Section 292.203, or such other criteria as may be reasonably prescribed by rule by the City. Application is to be made to the Electrical Department Director. Blank application copies can be obtained from the electrical department or on the City website. All supporting technical, design and support documentation for the interconnection application must be submitted in writing via hard copy or electronic format. System design and size must be reviewed and approved by the T or C Electric Department Director and receive a Zoning approval permit:
 - i. The standards and procedures as described in Rule 17.9.568 NMAC and the most recent version of the New Mexico Interconnection Manual as approved by the Public Regulatory Commission.
 - ii. Provisions of Sec. 14-33, tampering with meters, of the City of Truth or Consequences, existing municipal code.
- b. The City reserves the right, but not the duty, to inspect any system to ensure the system complies with all existing regulations, or regulations in effect at the time of installation.
- c. The City reserves the right to deny interconnection for non-compliant systems. Denial of a customer's interconnection application can be appealed to the City's Electric Department Director. The appeal must specifically explain the basis of the appeal. If the City's Electric Department Director denies the appeal, the customer may appeal to the City Manager. If the City Manager denies the appeal, the customer may appeal to the City Commission. In such event, the procedure shall be in accordance with the rules applicable to 14-30 (e) appeals.

2) Applicability

- a. This ordinance applies to any customer of the City of Truth or Consequences Electric Department that installs a solar, wind or other renewable energy system to generate electricity for onsite use, with the intent of reducing their electric bill.
- b. This ordinance does not apply to any entity that constructs a system for the sole purpose of generating electricity to be sold to the Electric Department or any other entity.

3) Metering

- a. Customers participating in the customer generated renewable energy program will be billed monthly from a bi-directional or net main meter at the specific facility or residence. The monthly bill will reflect a net reading which will show customer usage in excess of customer generation as positive kWh, or customer generation in excess of customer usage as negative kWh. The customer will be billed per existing City of Truth or Consequences municipal code Sec. 14-43 for installation of the net meter by the City and those costs will be billed to the customer on the first billing cycle post net meter installation.

4) Rates

- a. Residential and small non-residential installations.
 - i. Definition: This category includes systems of any size supporting a single family home, a single dwelling unit in a multifamily structure with its own electric meter, or any non-residential system with a generating capacity less than or equal to 10 kilowatts.
 - ii. Customers will be billed for service in accordance with the rate structure and monthly service charges that the customer would be assigned if the customer had not interconnected a qualifying facility.
 - iii. Customer kilowatt hour generation will be used to displace a customer's own kilowatt hour consumption.
 - iv. If electricity supplied by the City exceeds the electricity generated by the customer during a billing period, the customer will be billed for the net energy supplied by the City under the applicable rate.
 - v. If electricity generated by the customer exceeds the electricity supplied by the City during a billing period, the City will credit the customer for the excess kWh generated at the average wholesale cost paid by the electric department. This credit will be first applied against the monthly Customer Fee. Any remaining credit will be carried over to the next billing period.
 - vi. Each year, at the January billing, any credit in excess of \$20.00 on the customer's

account after current charges are paid shall be refunded to the customer. If the credit amount is less than \$20.00, the credit will be carried over to the next billing cycle.

- vii. In the event a customer disconnects from the City's system with a credit for excess production, the City will pay the customer for all credits. This amount will be first deducted from the customers final utility bill and then from any additional fees or fines that the customer owes to the City. Any remaining balance will be reimbursed to the customer by check or electronic transfer.
- b. Large non-residential installations.
- i. Definition: This category includes systems with a generating capacity greater than 10 kilowatts that support a non-residential facility.
 - ii. Customers will be billed for service in accordance with the rate structure and monthly service charges that the customer would be assigned if the customer had not interconnected a qualifying facility.
 - iii. Customer kilowatt hour generation will be used to displace a customer's own kilowatt hour consumption.
 - iv. If electricity supplied by the City exceeds the electricity generated by the customer during a billing period, the customer will be billed for the net energy supplied by the City under the applicable rate.
 - v. If electricity generated by the customer exceeds the electricity supplied by the City during a billing period, the City will credit the customer for the excess kWh generated at the average wholesale cost paid by the electric department. This credit will be first applied against the monthly Customer Fee. Any remaining credit will be carried over to the next billing period.
 - vi. Each year, at the January billing, any credit in excess of \$20.00 on the customer's account after current charges are paid shall be refunded to the customer. If the credit amount is less than \$20.00, the credit will be carried over to the next billing cycle.
 - vii. In the event a customer disconnects from the City's system with a credit for excess production, the City will pay the customer for all credits. This amount will be first deducted from the customers final utility bill and then from any additional fees or fines that the customer owes to the City. Any remaining balance will be reimbursed to the customer by check or electronic transfer.
- c. The average wholesale cost of electricity shall be calculated annually and is defined as the total cost of the electricity, including demand charges, transmission costs and GRT divided by the total number of kilowatt hours purchased by the electric department in a given fiscal year.
- d. The monthly Customer Fee for cogenerating customers will be set by Resolution:

- e. On the first utility billing cycle in January of each year, all existing credits in cogenerating customers' accounts shall be refunded to the customers.
- f. The City reserves the right to reduce or terminate its acceptance of electricity generated by customers in the event that the total amount of electricity generated and offered at any given time exceeds the amount that can be put to use.

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

Section 1. All Ordinances or Resolutions, or parts thereof, in particular Ordinance 664, 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 1st. day of September, 2022.

PASSED, APPROVED AND ADOPTED this 24th day of August, 2022.

CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO

BY: _____
Amanda Forrister, Mayor

ATTEST:

Angela A. Torres- City Clerk



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.1

SUBJECT: Approval of the Grant Agreement between the New Mexico Department of Transportation and the City of Truth or Consequences.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 30, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Interim Chief Venable

Summary/Background:

Discussion/Action to approve grant agreement between the New Mexico Department of Transportation and Truth or Consequences, City of for misc. projects (ENDWI, BKLUP-CIOT/STEP).

Recommendation:

Approval of Agreement.

Attachments:

- Memo/Letter
- Grant Agreement

Fiscal Impact (Finance): Yes

\$12,212.00

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

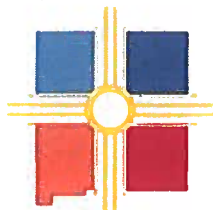
CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 10-12-2022






New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: September 13, 2022

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division 
Kimberly Wildharber, Staff Manager 

From: Nick Rivera 

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and Truth or Consequences City of

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
City of Truth or Consequences, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

1. The Project will be managed by Nick Rivera Phone # 505-470-8907
2. The Consolidated Agreement provides funding to Truth or Consequences to conduct the following project(s) and activities as shown below.
 - ENDWI – \$3,569.00 (Fed 164)
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
 - BKLUP - \$1,075.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP – \$7,568.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2023.
4. A deliverables table is listed in Exhibit A-C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

September 13, 2022

Truth or Consequences PD

Chief Victor Rodriguez

507 McAdoo Street

T or C, NM 87901

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2023 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
03-AL-64-104	BIL 164 Transfer Funds	20.608	69A37522300001640NMA	5/16/2022	\$3,569.00
03-OP-RF-104	State Road Fund				\$1,075.00
03-PT-RF-104	State Road Fund				\$7,568.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

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Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2022, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {22}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI 1 DWI in 36 hours

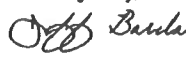
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:

E291EAE03FAF441...

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 13, 2022 **From:** Nick Rivera **Location:** Traffic Safety Division
Phone: 505-470-8907 **Agency:** NMDOT
Contractor: Truth or Consequences, City of
Project No.: 03-AL-64-104 03-OP-RF-104 03-PT-RF-104

NEW CONTRACT

- ☐ Copy of RFP, if applicable
- ☐ Copy of approved sole source justification
- ☐ Copy of approved small purchase justification
- ☐ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT

- ☐ Scope of Work
- ☐ Additional Compensation
- ☐ Time extension

Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

- ☐ Please make corrections on pages __
- ☐ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
- ☐ Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER: _____
UNIQUE ENTITY IDENTIFIER: JVMMNF6K1FM5
SUPPLIER: 54340

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Truth or Consequences, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 03-AL-64-104 \$3,569.00
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 03-OP-RF-104 \$1,075.00
 - c. Selective Traffic Enforcement Program (**STEP**), Project No. 03-PT-RF-104 \$7,568.00
 - d. Total Funding awarded per this Agreement \$12,212.00
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:
- | | |
|------------------------------------|------------------------------|
| to the Department at: | to the Grantee at: |
| New Mexico Dept. of Transportation | Truth or Consequences PD |
| Attn: Traffic Safety Division | Attn: Chief Victor Rodriguez |
| P.O. Box 1149 | 507 McAdoo Street |
| Santa Fe, NM 87504 | T or C, NM 87901 |
10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Exhibits A, B and C, Scope of Work, Training, Reimbursement and Reporting.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2023, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior

agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____


Truth or Consequences, City of

By: _____

Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: 
C750CEFC1625D488
Assistant General Counsel
Department of Transportation

Date: 9/28/2022

Approved as to form and legal sufficiency.

By: _____
Counsel for Truth or Consequences, City of

Date: 9/28/2022

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 03-AL-64-104

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 5 officers as required by *City of Las Cruces v. Bentancourt, 1987-NMAC-039*, and must last a minimum of 4 hours. Number of officers should meet the amount required by *Bentancourt* but not exceed the number detailed in the Grantees Operational Plan. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

"National DWI Mobilization Period" means August 18 to September 4, 2023.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
 - a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
 - b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
 - c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher, transport or others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
 - d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be . However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$3,569.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,569.00

7. **Goals.** The Department's performance goals for the state are as follows: Five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 03-OP-RF-104

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

"National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2023.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

"National DWI Mobilization Period" means August 18 to September 4, 2023.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - c. assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$1,075.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$1,075.00

7. **Goals.** The Department's performance goals for the state are to:
- a. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.

- b. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.

- 8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 03-PT-RF-104

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 21, 2023 through September 23, 2023.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
 - b. training for officers as approved by the Department. Pay for travel and traffic safety related training
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.**

The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$7,568.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$7,568.00

7. **Goals.** The Department’s performance goals for the state are as follows:
 - a. Five-year speeding-related fatalities rose by 12.7 percent between 2016 and 2020, and continue to show an upward trend into 2023. During the peak COVID-19 period (2020-2021), speeding-related fatalities increased by 15.6 percent, and were 38.6 percent of all crash fatalities in 2021. Given the projected continued rise in these fatalities, the State has determined to set the five-year average projection of 174.2 as the 2023 target.
 - b. A five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.
 - c. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to

- improve our OP programs and reduce unrestrained crashes and fatalities.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.
 - e. Five-year average fatalities rose by 13 percent between 2016 and 2020. 2021 preliminary data indicate a 20 percent increase in fatalities in 2021, with 2022 and 2023 projected increases at similar levels. The State has determined to set the five-year average projection of 446.6 as the 2023 target.
 - f. The methodology used to project the 5-year moving average number of suspected serious injuries for 2023 resulted in a target of 953.5, a 10 percent decrease from the previous year's target, and a larger decrease than in the years since 2016. Therefore, the State has determined a target of 995.4 to be more in-line with the anticipated decrease in the 5-year moving average of suspected serious injuries for 2023.
 - g. Annual motorcyclist fatalities rose from 47 in 2016 to 53 in 2017 and to 55 in 2019 before falling to 46 in 2020. Preliminary data indicate a large rise to 55 in 2021 and projected data show fatalities staying at this level into 2023. As gas prices are anticipated to remain high for some time, and motorcycle travel expected to increase, as evidenced by recent increases in motorcycle sales, the State has determined to set the annual projected target of 54.
 - h. Five-year average under-21 drivers in fatal crashes have risen steadily from 42 in 2016 to 52 in 2020. Preliminary 2021 and projected data indicate continued increases into 2023; therefore the State has determined to set the five-year average projection of 60 as the 2023 target.
 - i. Annual pedestrian fatalities remained in the 74 to 83 range from 2016 to 2020; however 2021 preliminary data indicate a high of 103 fatalities (a 30% increase from 2020), and projected data for 2023 show the number of fatalities remaining at 103. Five-year average data indicate a 26 percent increase in these fatalities, and the State has determined to set the five-year average projection of 93 as the 2023 target.
 - j. Bicyclist fatalities rose from 4 in 2016 to a high of 11 in 2018, then down to 8 in 2020. Preliminary data indicate a reduction to 6 fatalities in 2021, but projections indicate a rise to higher levels close to those in 2018. Given these fluctuations, the State has determined to set the five-year average projection of 9 as the 2023 target.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2023 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico

Fiscal Year: 2023

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to

purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

<small>DocuSigned by:</small>	
	6/28/2022
<small>7905F2B05F72403...</small>	
Signature Governor's Representative for Highway Safety	Date

Justin Reese, Acting Cabinet Secretary

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:	Truth or Consequences, City of				
Contract term:	(– 09/30/2023)				
Supplier Number:	54340		Address ID:		
Grantee Contact Info					
Project Director and Title:		Chief Victor Rodriguez			
Phone:	575-894-1204		E-mail:	vrodriguez@torcnm.org	
Agency Name:		Truth or Consequences PD			
Address:		507 McAdoo Street			
City, State ZIP:		T or C, NM 87901			
TSD Contact Info					
Program Manager:		Nick Rivera		Phone:	505-470-8907
TSD Finance:		Avalon Wright		Phone:	505-660-8103
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	03-AL-64-104	\$3,569.00	10010	5000000000	
BKLUP	03-OP-RF-104	\$1,075.00	20100	5100000000	
STEP	03-PT-RF-104	\$7,568.00	20100	5100000000	
Total		\$12,212.00			
PO Entered by TSD Finance:				Date:	
PO Approved by Contracts:				Date:	
Comments:					

Certificate Of Completion

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Subject: Please DocuSign: FFY 23 TSD Consolidated Agreement Template All programs, CP & DP STEP Road Fun...

Source Envelope:

Document Pages: 31

Signatures: 2

Envelope Originator:

Certificate Pages: 6

Initials: 3

Kim Wildharber

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1120 Cerrillos Rd.

EnvelopeId Stamping: Enabled

Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

kimberly.wildharber@state.nm.us

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Holder: Kim Wildharber

kimberly.wildharber@state.nm.us

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Transportation

Location: DocuSign

Signer Events

Nick Rivera

nick.rivera2@state.nm.us

Management Analyst-O

New Mexico Department of Transportation

Security Level: Email, Account Authentication
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kim

kimberly.wildharber@state.nm.us

Contract Manager

New Mexico Department of Transportation

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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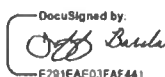
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Jeff Barela

jeff.barela2@state.nm.us

Director

NMDOT

Security Level: Email, Account Authentication
(None)
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Signature Adoption: Pre-selected Style

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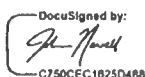
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

John Newell

johnp.newell@state.nm.us

State of New Mexico, Dept of Information

Technology

Security Level: Email, Account Authentication
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Signature Adoption: Uploaded Signature Image

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Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Envelope Sent	Hashed/Encrypted	9/13/2022 1:44:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.2

SUBJECT: Approval of Purchase Requisitions Over \$20,000
DEPARTMENT: Finance
DATE SUBMITTED: October 4, 2022
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

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

Recommendation:

Approval Recommended by 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 10-12-2022

PURCHASE REQUISITION APPROVAL**2022-23 Fiscal Year****COMMISSION MEETING 10-12-22**

Number	Vendor Name	Description	Requested By	Department	Total Amount	Procurement Type
88565	CREATIVE BUS SALES, INC	MOBILITY TRANSPORT VAN	Traci Alvarez	CMO	\$ 92,090.00	State Contract

\$ 92,090.00

ATTEST:

Angela Torres, Clerk-Treasurer

Date

Amanda Forrister, Mayor

Date



REQUISITION

Requisition #: 88564

Date: 09/22/2022

Vendor #: 8827

ISSUED TO: CREATIVE BUS SALES, INC
Attn: BRENT ROY
5760 PINO AVE NE
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 MOBILITY TRANSPORT VAN		0.00 304-4903-80810	92,090.00
PO Description: holdSENIOR CENTER MOBILITY TRANSPORT VAN				
Detailed Description: Grant Agreement A2112059 - Purchase and Equip Vehicles - Commission Approved 1/12/2022 Junior Bill 2023 Grant Agreement - Commission Approved 1/12/2022				

Authorized By: _____

SUBTOTAL:	92,090.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	92,090.00

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 20th day of January, 2022, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Truth or Consequences, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 5, Paragraph 53, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

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

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

A21F2059 \$58,413.00 APPROPRIATION REVERSION DATE: 30-JUN-2023

Laws of 2021, Chapter 138, Section 5, Paragraph 53, to purchase and equip vehicles for the Ken James senior center in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed fifty-eight thousand four hundred thirteen dollars \$58,413.00] (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (\$0), which equals zero dollars \$58,413.00.

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

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

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

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

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

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of

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

a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Truth or Consequences
Name: Bruce Swingle
Title: City Manager
Address: 401 MacAdoo, Truth or Consequences, NM 87901
Email: bswingle@torcnm.org
Telephone: (575) 894-6673 ext. 321

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

Grantee: City of Truth or Consequences
Name: Traci Burnette
Title: Projects Coordinator
Address: 401 MacAdoo, Truth or Consequences, NM 87901
Email: tburnette@torcnm.org
Telephone: (575) 894-6673 ext. 353

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

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Road Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2023, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE


Signature of Official with Authority to Bind Grantee

CITY OF TORO
Entity Name

By: BRUCE SWINGLE
(Type or Print Name)

Its: CITY MANAGER
(Type or Print Title)

01/12/22
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Hottum Lopez

Its: Cabinet Secretary or Designee

01/20/2022
Date



EXHIBIT 1 ALTSD CAPITAL OUTLAY GRANT MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT		
MONTHLY REPORT <input type="checkbox"/> <small>(Due on the last day of the month)</small>	PROJECT TITLE: _____	PAY REQUEST NO. _____

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City: _____ State: _____ Zip: _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements Renovation in Process ☐
 Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other (Please specify in narrative section) ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed.)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (if applicable): _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT ☐
 Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) ☐ (Jul-Dec) ☐
 Fiscal Year: _____

- ☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- ☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- ☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name

Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal

Date

ALTSD Capital Projects Bureau

Date

1 of 1

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

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

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

The Amount of this Notice of Obligation: [_____]

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

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

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2020 audit. The Special Conditions identified below apply to the authorized agent City of Truth or Consequences.

The City of Truth or Consequences was not required to provide documentation regarding the City of Truth or Consequences' 2020 Audit file. Therefore, the criteria to enter into this agreement have been met.

**PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)**

1. **Name of Grantee/ Fiscal Agent:** City of Truth or Consequences
2. **Project Title:** Ken James Senior Ctr Vehicle
3. **Grant Agreement Number:** A21F2059
4. **Background Narrative:** Recent years has seen the increased popularity and availability of mobility vehicles for seniors with mobility issues. Sometimes the mobility issues are compounded with weight issues which increase the need for higher lifting capacity wheelchair ramps and lifts on wheelchair vehicles. Sierra Joint Office on Aging has incurred increased numbers of such senior clients resulting in an increase in the number of repairs to our current vehicles specifically the ramps and lifts.
5. **Work Plan:** When the contracts are signed and finalized, we will submit to Creative Bus Sales to purchase a wheelchair vehicle containing a 1000 lbs. lift with reinforced flooring and other modifications to support the lift. Executive Director Crystal Walton will work with the City of Truth or Consequences for the purchase order to order the vehicle.

6. Budget Detail:

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Equipment		
Vehicle Purchase	8,392.32	\$58,413
Other Costs (specify)		
Totals	8,392.32	\$58,413

7. **Performance Measures:** After purchase order is obtained from the City or Truth or Consequences Finance Dept., order submitted and received, Executive Director will verify the vehicle is suitable to our purposes.

8. **Results Expected:** Utilization of this vehicle will assist with the transporting of larger seniors using mobility chairs or larger extra weight or electric wheelchairs. Such seniors experience difficulties finding suitable transportation large enough for their larger or motorized equipment.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	September 2021
Bid Closing	September 2021
Bid Award to Contractor/Vendor	September 2021
Purchase/Install Equipment	September 2021
Project Completion & Review	December 2021
Submit <u>Request for Payment</u> Form and Supporting Documents to ALTSD/Capital Projects Bureau	December 2021

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Crystal Walton
Title: Executive Director, Sierra Joint Office on Aging
Address: 36 W. 4th Ave., Truth or Consequences
Email: cwalton@seniorcenter-sjoa.org
Phone: 575-894-6641

Name: Traci Burnette
Title: Projects Coordinator
Address: 401 MacAdoo, Truth or Consequences
Email: tburnette@torcnm.org
Phone: 575-894-6673 ext. 353

Name: Bruce Swingle
Title: City Manager
Address: 401 MacAdoo, Truth or Consequences
Email: bswingle@torcnm.org
Phone: 575-894-6673 ext. 321

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

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

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

APPROPRIATION NUMBER:
6510000000

APPROPRIATION AMOUNT:
\$35,000

REVERSION DATE:
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 .

Blanca Sena
ALTSD Agency

8-18-2022
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

Printed Name

Date: _____

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



Creative Bus Sales

State of New Mexico GSD

Price Agreement #: 00-00000-20-00087

FY 2022

Preparer: Brent Roy

Base Model

MobilityTRANS X2C

Base Model Price: \$ 57,428.00

Options: \$ 31,646.00

CBS Specialty Options: \$ -

Unpublished Options: \$ 895.00

Delivery from Mfr to NM: \$ 2,121.00

MobilityTRANS

County Delivery Cost / Select Location -

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
21	Rear	1	5	No

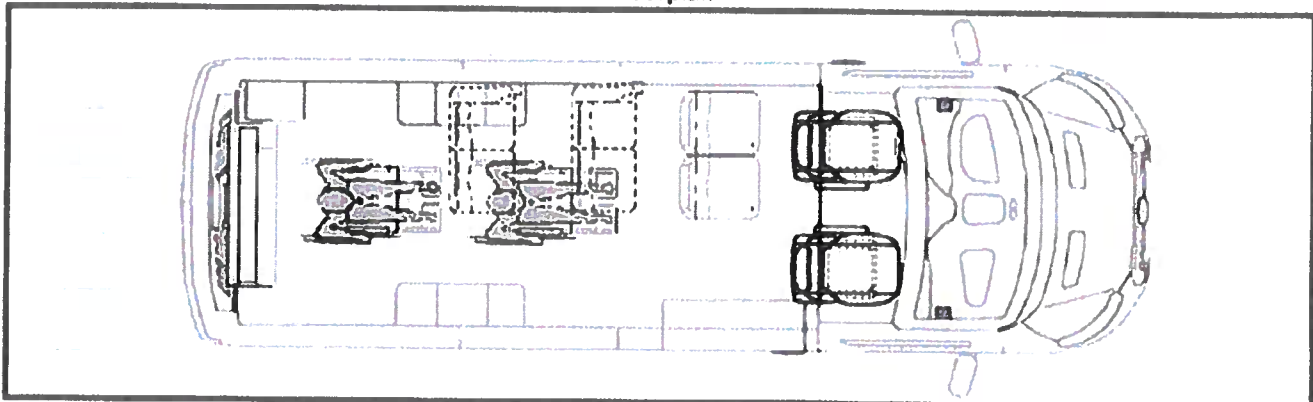
QTY Vehicles: 1 Total Contract Price: \$ 92,090.00

Per Vehicle Price: \$ 92,090.00

Customer Info

Customer:	Sierra Joint Office on Aging
Address:	360 West 4th St, Truth or Consequences, NM 87901
Contact:	Lisa Mattingly
Office Phone:	575-297-4006
Mobile Phone:	
E-Mail:	finance_sioa@seniorcenter-sioa.org

Floorplan



**Base Model Features****Vehicle #4 - MobilityTRANS X2C**

Vehicle and Equipment Description	Qty
CONVERSION ONLY	
T-350 Med Roof 148WB Sliding Door 9,000# GVWR	
1 Wheelchair On 148" Wheel Base - Wagon Without Seats	1
1 Passenger GO-ES With 3 Point Should Belt - 16" Wide	1
2 Passenger GO-ES With 3 Point Shoulder Belt - 32" Wide	1
Flush Mounted Horizontal L-Tracks, Per Wheelchair Location	1
Upgrade To Braun 1000lb 34" Century 2	1
Stainless Steel Assist Pole At Right Entry	1
ADA Sign Package - Emergency Exit, No Smoking, Low Clearance, Preferred Seating	1
Front End Alignment	1
Splash Guards - Front Set Only	1
ACC Rear Floor Heater And Booster Pump 65,000 BTU	1
Weight Calculation	1
MobilityTrans Extended Warranty	1

**OPTIONS**

Vehicle #4 - MobilityTRANS X2C

Qty	Description	FY 2021 List Price	QTY Total
1	High Roof	\$ 4,218.00	\$ 4,218.00
1	ACC Heat/Cool Stand-Alone 45K BTU Cool/45K BTU Heat (Replaces aux heater)	\$ 5,875.00	\$ 5,875.00
1	Bus Style Entry Door (must upgrade to High Roof)	\$ 6,750.00	\$ 6,750.00
1	Interlock For Bus Door - Door Will Not Open When In Drive, Van Will Not Shift Out Of Park When Door Is Open	\$ 262.00	\$ 262.00
1	Eco Boost V6	\$ 1,750.00	\$ 1,750.00
1	Daytime Running Lights	\$ 55.00	\$ 55.00
-1	Add Single Passenger GOES seat	\$ 462.00	\$ (462.00)
2	Add two Passenger GOES folwaway Seat (wheel well mount)	\$ 1,091.00	\$ 2,182.00
1	Safety Kit - SLB fire extinguisher, first aid kit, Triangle Reflectors	\$ 143.00	\$ 143.00
1	Bodily Fluid Clean Up Kit	\$ 48.00	\$ 48.00
1	Belt Cutter	\$ 10.00	\$ 10.00
2	TDSS Tie Down Storage (Per Wheel Chair)	\$ 95.00	\$ 190.00
1	Upgrade to 22' All Wheel Drive (USX)	\$ 10,625.00	\$ 10,625.00
-	Subtotal Manufacturer Options:	\$	\$ 31,646.00



Creative Bus Sales

CBS UNPUBLISHED OPTIONS

Vehicle #4 - MobilityTRANS X2C

Qty	Description	FY 2021 List Price	QTY Total
1	Additional Wheelchair position	\$ 895.00	\$ 895.00
Subtotal CBS Unpublished Options:			\$ 895.00

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [9-20-2022]

TO: Department Representative: [Barbara Romero]

FROM: Grantee: [City of Truth or Consequences]

Grantee Official Representative: [Traci Alvarez]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [A21F2059]

Grant Termination Date: [6/30/2023]

As the designated representative of the Department for Grant Agreement number [A21F2059] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [Creative Bus Sales]

Third Party Obligation Amount: [92,090.00]

Vendor or Contractor: []

Third Party Obligation Amount: []

Vendor or Contractor: []

Third Party Obligation Amount: []

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

Grant Amount (Minus AIPP if applicable):

[58,413.00]

The Amount of this Notice of Obligation:

[58,413.00]

The Total Amount of all Previously Issued Notices of Obligation:

[0.00]

The Total Amount of all Notices of Obligation to Date:

[58,413.00]

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

Department Rep. Approver:

Title:

Signature:

Date:

[Barbara J. Romero]

[Captain Deputy Bureau Chief]

[Paul]

[9/20/22]

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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.3

SUBJECT: Amendment to the 2022-23 Salary Pay Schedule

DEPARTMENT: City Manager

DATE SUBMITTED: October 3, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Bruce Swingle, City Manager

Summary/Background: The current salary pay plan has a Water Maintenance Worker at a level 4 and a Waste Water General Laborer at a level 3. Both positions are interchangeable and do the same type of work

Recommendation:

Change the Waste Water General Laborer to a level 4. The starting hourly rate for a level 3 is \$13.78. It will change to \$14.47 for a difference of \$0.69 per hour or \$1,435.20 per year. We currently have one employee in that position. The change will be effective on the October 28, 2022 payroll.

Attachments:

- City of Truth or Consequences FY 2023 Salary Plan, Salary Classification by Department with requested update in red.

Fiscal Impact (Finance): Yes

Approximately \$1,435.20 per year.

Legal Review (City Attorney): No

[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. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-12-2022

City of Truth or Consequences
FY 2023 Salary Plan
Salary Classification By Department

Current Title	Proposed Titles	"At Market"				Hourly Rates		
		Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Requested Update 10/12/22								
Administrative Assistant	Administrative Assistant	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Airport Supervisor	Airport Supervisor	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Airport Attendant	Airport Attendant	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Animal Shelter Supervisor	Animal Shelter Supervisor	14	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Animal Shelter Operations	Animal Shelter Attendant	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Assistant City Manager	Assistant City Manager	25	\$83,852	\$100,186	\$119,047	\$40.31	\$48.17	\$57.23
Director of Community Services	Director of Community Services	19	\$62,571	\$74,761	\$88,835	\$30.08	\$35.94	\$42.71
Executive Assistant	Executive Asst to CM	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Clerk-Treasurer	City Clerk/Treasurer	19	\$62,571	\$74,761	\$88,835	\$30.08	\$35.94	\$42.71
Deputy Clerk	Deputy City Clerk	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
Assistant Clerk	Assistant City Clerk	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Clerk Administrator	Court Administrator	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Administrative Assistant Aide	Administrative Assistant Aide	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Municipal Judge	Municipal Judge	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Director (Electric)	Director of Electric Services	23	\$76,056	\$90,872	\$107,979	\$36.57	\$43.69	\$51.91
Lineman/Crew Chief	Lineman Crew Chief	17	\$56,754	\$67,810	\$80,576	\$27.29	\$32.60	\$38.74
Journeyman (New)	Journeyman (New)	16	\$54,052	\$64,581	\$76,739	\$25.99	\$31.05	\$36.89
Journeyman/Electrician	Electrician	15	\$51,478	\$61,506	\$73,085	\$24.75	\$29.57	\$35.14
Lineman 1st-Class	Lineman 1st Class	15	\$51,478	\$61,506	\$73,085	\$24.75	\$29.57	\$35.14
Lineman 2nd-Class	Lineman 2nd Class	12	\$44,468	\$53,131	\$63,133	\$21.38	\$25.54	\$30.35
Lineman 3rd-Class	Lineman 3rd Class	10	\$40,334	\$48,191	\$57,264	\$19.39	\$23.17	\$27.53
Lineman/Apprentice	Lineman Apprentice	8	\$36,584	\$43,711	\$51,940	\$17.59	\$21.01	\$24.97
Facilities Maintenance Manager	Facilities Maintenance Manager	16	\$54,052	\$64,581	\$76,739	\$25.99	\$31.05	\$36.89
Technician II	Facilities Technician II	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
Technician I	Facilities Technician I	3	\$28,665	\$34,249	\$40,696	\$13.78	\$16.47	\$19.57
Maintenance/Custodian	Maintenance/Custodian	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63

City of Truth or Consequences
FY 2023 Salary Plan
Salary Classification By Department

Current Title	Proposed Titles	"At Market"				Hourly Rates		
		Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Requested Update 10/12/22								
Director (Finance)	Director of Finance	23	\$76,056	\$90,872	\$107,979	\$36.57	\$43.69	\$51.91
Accounting Officer	Accounting Officer	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Human Resources Analyst	Human Resources Specialist	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Chief Procurement Officer/Adm.	Chief Procurement Officer	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Accounts Payable Specialist	Accounts Payable Specialist	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
Payroll	Payroll Specialist	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
GC Superintendent	GC Superintendent	16	\$54,052	\$64,581	\$76,739	\$25.99	\$31.05	\$36.89
Golf Course Maintenance I	GC Maintenance Technician	3	\$28,665	\$34,249	\$40,696	\$13.78	\$16.47	\$19.57
Pro Shop Clerk	GC Pro Shop Clerk	1	\$26,000	\$31,065	\$36,913	\$12.50	\$14.93	\$17.75
Director (Library)	Director of Library Services	19	\$62,571	\$74,761	\$88,835	\$30.08	\$35.94	\$42.71
Tech I	Library Technician	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Clerk PT	Library Clerk	1	\$26,000	\$31,065	\$36,913	\$12.50	\$14.93	\$17.75
Supervisor (Pool)	Pool Supervisor	6	\$33,183	\$39,647	\$47,111	\$15.95	\$19.06	\$22.65
Head Lifeguard	Senior Lifeguard	3	\$28,665	\$34,249	\$40,696	\$13.78	\$16.47	\$19.57
Certified Lifeguard	Lifeguard	1	\$26,000	\$31,065	\$36,913	\$12.50	\$14.93	\$17.75
Parks & Recreation Manager	Parks & Recreation Manager	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Maintenance Worker II	Parks Maintenance Worker II	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
Maintenance Worker I	Parks Maintenance Worker I	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Police Chief	Police Chief	P5	\$83,852	\$100,187	\$119,047	\$40.31	\$48.17	\$57.23
Lieutenant, Commander	Police Lieutenant	P4	\$68,985	\$82,423	\$97,940	\$31.59	\$37.74	\$44.84
Sergeant	Police Sergeant	P3	\$56,755	\$67,811	\$80,576	\$25.99	\$31.05	\$36.89
Certified Officer	Police Officer	P2	\$49,027	\$58,577	\$69,605	\$22.45	\$26.82	\$31.87
Un-Certified Officer	Police Officer (Uncertified)	P1	\$38,413	\$45,896	\$54,536	\$17.59	\$21.01	\$24.97
Administrative Assistant	Administrative Assistant	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Administrative Aide	Administrative Aide	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63

City of Truth or Consequences
FY 2023 Salary Plan
Salary Classification By Department

Current Title	Proposed Titles	"At Market"				Hourly Rates		
		Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Requested Update 10/12/22								
Code Enforcement Officer/Evidence Technician	Evidence Technician	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Code Enforcement Officer	Code Enforcement Officer	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Animal Control	Animal Control Officer	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
Street Manager	Street Manager	19	\$62,571	\$74,761	\$88,835	\$30.08	\$35.94	\$42.71
Street Equip Operator II-Supervisor	Street Supervisor/Equipment Operator II	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Equip. Operator II	Street Equipment Operator II	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Equip. Operator I	Street Equipment Operator I	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
General Laborer	Street Maintenance Worker	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Director Solid Waste	Director of Solid Waste/Fleet	23	\$76,056	\$90,872	\$107,979	\$36.57	\$43.69	\$51.91
Supervisor Solid Waste	SW Supervisor	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Sanitation Foreman	SW Foreman	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
SW Equipment Coordinator	SW Recycling Engineer	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
Collector III	SW Recycling Technician	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Collector II	SW Recycling Technician	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Relief Driver	SW Recycling Technician	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Scalehouse Attendant	SW Scale Attendant	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Maintenance Asst./ Master Tech	Fleet Maintenance Foreman	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Fleet Mechanic II	Mechanic II	6	\$33,183	\$39,647	\$47,111	\$15.95	\$19.06	\$22.65
Office Manager	Utility Billing Manager	18	\$59,592	\$71,201	\$84,604	\$28.65	\$34.23	\$40.68
Accounts Receivable Supervisor	Utility Billing Supervisor	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Clerk I	Utility Billing Clerk	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63
Water Meter Reader	Utility Meter Reader	2	\$27,300	\$32,618	\$38,758	\$13.12	\$15.68	\$18.63

City of Truth or Consequences
FY 2023 Salary Plan
Salary Classification By Department

Current Title	Proposed Titles	"At Market"				Hourly Rates		
		Classification	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Requested Update 10/12/22								
Water/WW Director	Director of Water/Waste Water	23	\$76,056	\$90,872	\$107,979	\$36.57	\$43.69	\$51.91
Water - Crew Foreman	Water Production Foreman	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Water Production IV	Water Production Operator IV	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Water Production III	Water Production Operator III	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
Water Production II	Water Production Operator II	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Water Production I	Water Production Operator I	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
Line Repairman	Water Maintenance Worker	4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54
Interim Foreman Field Crew	WW Foreman	14	\$49,026	\$58,577	\$69,604	\$23.57	\$28.16	\$33.46
Plant Operator IV	WW Plant Operator IV	11	\$42,351	\$50,601	\$60,127	\$20.36	\$24.33	\$28.91
Plant Operator III	WW Plant Operator III	9	\$38,413	\$45,897	\$54,537	\$18.47	\$22.07	\$26.22
Plant Operator II	WW Plant Operator II	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
Plant Operator I	WW Plant Operator I	5	\$31,603	\$37,759	\$44,868	\$15.19	\$18.15	\$21.57
WW General Laborer	WW Plant Operator/Lab Tech	7	\$34,842	\$41,629	\$49,466	\$16.75	\$20.01	\$23.78
General Laborer	WW General Laborer	Current = 3	\$28,665	\$34,249	\$40,696	\$13.78	\$16.47	\$19.57
General Laborer	WW General Laborer	Change to 4	\$30,098	\$35,961	\$42,731	\$14.47	\$17.29	\$20.54



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.4

SUBJECT: Approval of Contract between Nick Jernigan and the City of Truth or Consequences for Water/Wastewater Field Foreman Services

DEPARTMENT: Finance

DATE SUBMITTED: October 4, 2022

SUBMITTED BY: Carol Kirkpatrick, Finance Director

WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Contract for Nick Jernigan for overseeing the work and direct the crew as a field foreman for the Water and/or Waste Water Department as needed. We need a professional services contract to oversee Water staff repairing water leaks. His role will be to ensure the Water Department is repairing leaks in conformance with NMED regulations. The state requires that we have a Level II operator on site during these repairs.

Recommendation:

Staff recommends approval

Attachments:

- Contract with Nick Jernigan

Fiscal Impact (Finance): Choose an item.

\$25 per hour not to exceed \$40,000 not including gross receipts tax

Legal Review (City Attorney):

[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 10-12-2022

CITY OF TRUTH OR CONSEQUENCES PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the **City of Truth or Consequences New Mexico** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and **Nick Jernigan** (the "Contractor") and is effective as of the date set forth below upon which it is executed.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the City of Truth or Consequences.

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- a. The Contractor shall oversee the work and direct the crew as a field foreman for the Water and/or Waste Water Department as needed.

2. Compensation.

- a. The City shall pay to the Contractor an hourly rate of twenty five dollars per hour not to exceed an annual amount of **Forty-thousand dollars (\$40,000)** plus New Mexico Gross Receipts Tax for services satisfactorily performed.
- b. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year (the fiscal year is July 1 to June 30) in which the services were delivered.
- c. Contractor must submit a detailed statement accounting for all services performed and expenses incurred to Accounts Payable at 505 Sims Street, Truth or Consequences, NM 87901. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time

specified herein.

3. Term.

- a. This Agreement shall be in effect as of **October 13, 2022** and will expire on **June 30, 2023**.

4. Contract Renewal.

- a. Renewal can only be initiated by the City after approval of the City Commission.

5. Termination.

- a. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination along with contractors expenses to comply with City's termination notice, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City, and fails to implement corrective action within ten (10) business days of the City's notice, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein and contractors failure to implement corrective actions for fault. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
- b. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall

become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

- a. The terms of this Agreement are contingent upon sufficient appropriations and authorization. If sufficient appropriations and authorization do not exist, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

- a. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment, and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Discrimination Prohibited

- a. In performing the services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap or disability.

9. ADA Requirement

- a. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the regulations, (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents, and employees from and against any claims, actions, suits or proceedings of any kind brought against the Contractor as a result of any act or omissions of the Contractor or its agents in violation.

10. Reports and Information

- a. 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 in this Agreement. (additional requirements may be added)

11. Establishment and Maintenance of Records

- a. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by City, such records shall be maintained for a period of three years after receipt of final payment under this Agreement. Copies and originals of pertinent documents shall be provided to the City as directed by the City Manager.

12. Publication, Reproduction and Use of Materials

- a. No material(s) 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. The City and the Contractor acknowledge that the above is not meant to affect the attorney/client privilege unless waived by the City Commission.

13. Construction and Severability

- a. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

14. Claims

- a. The Contractor shall defend, save and hold harmless the City from claims to the extent caused or allegedly caused by negligence on the part of the Contractor in performance of Contractor's scope of work under this Agreement.

15. Subcontracting

- a. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

16. Release

- a. Final payment of the amounts due under this Agreement shall operate as a release

of the City, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

17. Confidentiality

- a. 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.

18. Product of Service - Copyright.

- a. All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

19. Conflict of Interest; Governmental Conduct Act.

- a. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
- b. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

20. Merger.

- a. 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 understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Penalties for Violation of Law.

- a. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
- b. The parties hereto affirmatively state that no illegal bribes, gratuities or kickbacks of any sort have been or will be made or requested in connection with this

Agreement.

22. Equal Opportunity Compliance.

- a. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

23. Applicable Law.

- a. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

24. Workers Compensation.

- a. The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

25. Records and Audits

- a. The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three (3) years after the payment for the work under this Agreement unless permission to destroy them is granted by the City and the funding City.

26. Indemnification.

- a. The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source to the extent caused by the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor or City the receiving party shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the other party by certified mail.

27. Invalid Term or Condition.

- a. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

28. Enforcement of Agreement.

- a. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

29. Notices.

- a. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

- b. To the City:

- i. City Manager,
505 Sims Street
Truth or Consequences, NM 87901

- c. To the Contractor:

- ii. Nick C. Jernigan
1201 N Riverside Dr.
Truth or Consequences, NM 87901

30. Authority.

- a. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

31. Insurance

- a. Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

32. Assignability

- a. 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 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.

33. Amendment

- a. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- b. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

34. Entire Agreement:

- a. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Truth or Consequences.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2022.

CITY OF TRUTH OR CONSEQUENCES

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

SIGNED BY: _____ DATE: _____

CITY’S LEGAL COUNCEL-CERTIFYING LEGAL SUFFICIENCY

CONTRACTOR:

CONTRACTOR’S NAME: **Nick Jernigan**

SIGNED BY: _____ DATE: _____

NAME AND TITLE: _____

Attest: _____

Date: _____

EXHIBIT A
SCOPE OF WORK
ANNUAL LEGAL SERVICES

Day to Day and Routine

- Provision of legal opinion and guidance- but will ultimately leave final decisions to the City Commission and Administration- and continue to provide legal support based on those decisions.
- Advise the City Commission and the City Manager on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Provide general legal services to the City Commission, City Manager, and Authorized City Staff as needed.
- Research and submission of legal counsel on municipal or other legal matters as requested by the City Manager.
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred
- Draft and send basic correspondence to individual(s) upon request.
- Perform necessary legal research and prepare briefs when required.
- Review of matters relating to municipal utility operations.
- Advise Elected officials.
- Experience with New Mexico Local Government
- Employment Laws
- Timely response to inquiries

Meeting Attendance

- Participate in authorized Meetings and/or telephone conversations with Mayor, Commission Members, or City Manager for legal consultation.
- Attend, as requested, Commission Meetings to include, but not limited to, executive sessions, planning sessions, conferences, and department meetings and advise Mayor, City Commission, or City Manager on legal matters.

Resolutions, Codes, Ordinances, Policies

- Development and drafting of municipal codes, resolutions, ordinances, and rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Provision of legal review of policy recommendations, rules and regulations relating to all facets of City operations as directed by the City Manager or the City Commission.
- Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- Provision of legal advice regarding land use and planning and zoning issues.
- Prepare and/or evaluate developer agreements and contracts, subdivision agreements.
- Subdivision, property and road experience.

- Prepare and/or evaluate documents necessary for routine land purchases and/or sales.
- Provision of legal advice on code enforcement and related issues.
- Representation of the City on economic development related issues as may be requested.
- Represent the City, when required, in matters related to the enforcement of City buildings, subdivisions, easements maintenance and zoning codes.
- Review ordinances, resolutions, bonds, deeds, securities, and insurance requirements required by or for the City as needed.

Contracts and Procurement

- Review Procurement documents as needed.
- Draft and review of municipal contracts, including contracts for lease agreements, Memorandums of Understanding, Memorandums of Agreement, Joint Powers Agreements, public improvements, developments, subdivisions, construction, and the approval of content, form, legality, and execution as requested.

Litigation

- Representation of the City before Courts of competent jurisdiction in any pending legal actions against the City or those initiated by the City.
- Prosecution of criminal matters in City Municipal Court.
- Representation of the City before administrative agencies when requested by the City Manager.
- Represent the City at all pre-trial motions when necessary.
- Draft and review Notices of Contemplated Actions.
- Provide written legal opinions and advise City on methods to avoid civil litigation.
- Examine and advise regarding the legality of all proceedings and actions of the City Commission as may be requested.
- Prepare criminal complaints where facts warrant.
- Receive and evaluate assessment appeals as deemed necessary.
- Preparation of trial.
- Negotiate and enter plea bargains where deemed advisable.
- Investigate and evaluate claims by the City against others and recommend appropriate course of action.
- Handle disputes between the City and other governmental units, including litigation as deemed necessary.
- Examine, evaluate, and provide representation for appeals to Appellate Courts.
- Prosecution of criminal matters in the City Municipal Courts.
- Defend in court litigation where insurance coverage is unavailable. This includes but is not limited to: human rights claims, condemnation, zoning and land use regulation matters, permits and administrative actions, administrative citations, code enforcement issues, labor and employment matters.
- Handle various legal matters under construction contracts and any resulting litigation.

Employee Issues

- Provision of legal advice or opinion in respect to personnel matters of the City.
- Attend grievance hearings if requested by the City Manager.

Other Services

- Perform other legal services as necessary to protect the city.

Invoicing and Fees

- Submit a monthly invoice to the City Manager that includes the service performed, the requester, the time involved, and the specific question or matter addressed.
- Provide all of the services listed above for an hourly rate as listed in contract.



City of Truth or Consequences

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.5

SUBJECT: Contract for Bartoo Sand & Gravel, Inc
DEPARTMENT: Finance
DATE SUBMITTED: October 4, 2022
SUBMITTED BY: Carol Kirkpatrick, Finance Director
WHO WILL PRESENT THE ITEM: Carol Kirkpatrick, Finance Director

Summary/Background:

Contract renewal for Bartoo Sand & Gravel, Inc. 10/12/2022 – 10/11/2023 from ITB #21-22-003 dated 10/13/2021 with contingencies.

Recommendation:

Recommend approval

Attachments:

- Contract renewal with Bartoo Sand & Gravel, Inc. with a revision in price to include a 17% price increase above contractor's cost for asphalt, super pave, cold mix, and ready mix concrete for inflation Contractor to provide their invoices as proof of price.
[Click here to enter text.](#)

Fiscal Impact (Finance): Choose an item.

[Click here to enter text.](#)

Legal Review (City Attorney):

[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 10-12-2022

**CITY OF TRUTH OR CONSEQUENCES
RENEWAL AGREEMENT FOR
ROAD MATERIALS AND EQUIPMENT RENTAL**

THIS AGREEMENT, made and entered into this 12th day of October, 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 Bartoo Sand and Gravel, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the City issued an Invitation for Bids for a Price Agreement for Road Materials and Equipment Rental, ITB No. 21-22-003; and

WHEREAS, the Contractor submitted its bid, dated September 13, 2021, in response to ITB No. 21-22-003; and

WHEREAS, the City desires to engage the Contractor to render certain goods and services in connection therewith, and the Contractor is willing to provide such goods and services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope

The Contractor shall be required to provide Road Material and Equipment Rental required on an as needed basis to the City in accordance with following specifications and minimum requirements for the required material. Procurement of the referenced material shall be on an as needed basis with no guarantee of any quantities implied. **(See the attached scope of work and specification and applicable specifications in Exhibit A, ITB #21-22-003).**

2. Term

This Agreement shall become effective upon the date of final execution of the Agreement and shall be for one (1) year base period with three (3) one-year options not to exceed four-(4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement. Agreement renewal is not automatic and can only be implemented upon action of the City. This contract is the second year of a possible four year contract. Term: October 13, 2022 through October 12, 2023.

3. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the City shall have the right to cancel the Agreement. The City reserves the right to recover any excess cost incurred by the City to have this Agreement performed by a third party, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other remedy available to the City pursuant to the terms of this Agreement and law. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the City Commission making the appropriations and authorizations necessary for the performance of the Agreement. If sufficient appropriations and authorizations are not made by the City Commission, any agreement resulting from this Request for Bids may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest this Agreement shall cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Termination for Convenience of City

The City may terminate this Agreement at any time by giving at least thirty (30) calendar day notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for materials and services rendered until the point of termination.

7. Automatic Termination

This contract will terminate automatically at the end of 365 calendar days from the date of execution of this Agreement. The City will not be required to give written notice. As per paragraph 2, the City maintains its option to renew the contract by giving written notice to the Contractor at least 30 days prior to the expiration of any given one year term.

8. Compensation and Method of Payment

- A. For performing the scope specified in Scope of Work hereof the City agrees to pay the Contractor for work satisfactorily completed in the amount listed in **Exhibit B** (Bid Form) of this Agreement, which amounts excludes any applicable gross receipts taxes and which amount shall constitute full and complete compensation excluding gross receipts tax for the Contractor's scope under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such scope. Except for the items listed below, the prices will increase 3% in this second year of the contract as on the original bid form (Exhibit B).
- B. The price for asphalt picked up, asphalt delivered, asphalt delivered and placed, super pave pickup up, super pave delivered, super pave delivered and placed, cold mix picked up, cold mix delivered, cold mix delivered and placed, ready-mix concrete delivered, fiber, aer, retarder, super p, and temperatures controls have been re-negotiated to be 17% above the contractor's price. Contractor will provide their invoice showing the cost of the product to verify that the City will only be paying 17% above their cost.
- C. Method of Payment: Such amount shall be processed for payment by the City to the Contractor upon completion of work in a manner satisfactory to the City, and upon receipt by the City of a properly documented invoice for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the scope as outlined herein, to the satisfaction of the City. Invoices shall be submitted on a monthly basis to the Streets Department or the Accounts Payable Department. Payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be

assessed against the user department in the amount and under the conditions set forth in NMSA 1978, §13-1-158.

9. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the City for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement. The City shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are personally reportable by him for income tax purposes as self-employment or business income, and are reportable for self-employment tax and New Mexico Gross Receipts Tax.

10. Personnel

- A. Subject to the terms and conditions of this Agreement; the Contractor represents that it has, or will secure at its own expense, all personnel required in performing the scope as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- B. All work required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such work.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any service subcontracted hereunder shall be specified by written Agreement and shall be subject to each provision of this Agreement.

11. Limitations on Subcontracting

The Contractor shall not subcontract more than forty-nine (49%) of the work to be performed under this Agreement or forty-nine (49%) of the total original bid amount under this Agreement, whichever is less, to any person, company, organization, corporation and/or entity of any nature not a party/signatory to this Agreement. The Contractor shall perform, with his/her/its own organization, the work under this Agreement. The Contractor's own organization shall be construed to include only persons employed and paid directly by the Contractor and equipment owned and/or rented by the Contractor, with or without operators. The Contractor's organization does not include employees or equipment of the subcontractor, or assignees, or agents of any subcontractor. The Contractor shall submit a list of intended subcontractors and material suppliers prior to the commencement of any work under this Agreement. The Contractor shall update the list of subcontractors and material suppliers as the work progresses such that the City shall have at all times, a current and accurate list of subcontractors and the work which they will perform, or are performing, and material suppliers along with material supplies, and the percentage of the work and/or percentage of the total original bid price each subcontractor is performing.

No work shall be subcontracted without the prior written consent of the City. The intent of this section shall not be circumvented by the Contractor placing a subcontractor's employees directly on the Contractor's payroll and/or by the use of a subcontractor's materials or equipment.

Nothing herein, including, but not limited to, approval by the City of any subcontractors and/or materials, shall be construed to waive the Contractor's liability of any nature under this Agreement or the privity of the Contracting Agency with the Contractor and no bond, insurance, or liability of nature shall be waived or in any way diminished by the subcontracting or assignment of any portion or interest under the Agreement.

12. Indemnity

The Contractor hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from the Contractor's and/or any of their Subcontractors' employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Contract. Provided, however, nothing in this Agreement shall be construed to require the Contractor to defend, indemnify and hold harmless the City, its officers, agents and employees from and against any liability, suits, actions, claims, damages and attorney's fees caused by or resulting from the negligence of the City, its officers, agents and employees.

Receipt by the City of the Contractor's services under this Agreement, review by the City of any Plans, Specifications and documents by the Contractor, and City authorizations for the Contractor to proceed with the various phases of services shall not be construed as approval of the Contractor's work product by the City or as the giving of instructions or directions by the City. This indemnification provision is subject to the limitations and provisions of Sec. 56-7-1, NMSA 1978.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

13. Insurance

Until final acceptance by the City of the work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance of the kinds and in the amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Agreement, whether performed by the Contractor, the Contractor's agents or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents and subcontractors therefrom, and shall name the City as an additional insured.

If part of the Agreement with the City is sublet or subcontracted, the vendor shall require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the vendor's insurance policies and to include the City as an additional insured thereon.

The Contractor shall procure and maintain, during the life of this Contract Workers Compensation, Commercial General Liability, Business Automobile Liability policies. The

policies will be written with the City as additional insured as applicable, while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 day written notification to the City if a policy has been materially changed or canceled. The City shall be an additional insured (Form B - CG2010 10/01 or equivalent) and will be written on an occurrence form, and shall provide limits as follows:

A. 1. Workers Compensation – Statutory

2. Employers Liability - \$1,000,000

Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of any Agreement with the City. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, Agreement with the City may be terminated effective immediately.

B. Commercial General Liability with ISO CG0001 07/98

1. Bodily Injury/Property Damage: \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
2. Products/Completed Operations: \$1,000,000 Each Occurrence
\$2,000,000 Aggregate
3. Property Damage Liability Insurance shall not exclude (XCU)
4. Pollution Legal Liability: \$1,000,000 Each Occurrence

C. Business Automobile Liability

1. Combined Single Limit: \$1,000,000 Each Occurrence with ISO CA0001 07/98
2. Pollution Liability (MCS90) for Transportation exposure (if applicable):
\$1,000,000 Each Occurrence

Business Automobile Liability Insurance shall include coverage for the use of all owned, non-owned and hired automobiles and vehicles.

D. Independent Contractors: Included

E. Contractual Liability: Included

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement for each annual period, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the City, such limits shall be certified and shall apply to the coverage afforded the City under the terms and conditions of the Agreement as though required and set forth in the Agreement. The Contractor shall furnish to the

City copies of any endorsements that are subsequently issued amending coverage or limits.

The Contractor shall not commence any work under this Agreement until the proper insurance has been obtained and the proper certificates (or policies) have been submitted to the City.

14. Approval of Insurance

The Contractor or subcontractor(s) shall not deliver any services under this Agreement until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with the City, adding the City as an additional insured as applicable. Neither approval nor failure to disapprove certificates, policies or insurance by the City shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

15. Increased Limits

If, during the life of this Agreement, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, the City may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Agreement amount will be made.

16. Reports and Information

At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement.

17. Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

18. Record Ownership

It shall be clearly understood and agreed between the parties that the City is and shall be the owner of all documents and records of any nature on any medium pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

19. Publication, Reproduction and Use of Material

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

20. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

21. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

22. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

23. Scope of Agreement

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

24. Notice

Any notices required to be given hereunder shall be sent to the principals at the following addresses. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified herein.

The official address of the City is:

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

The official name and address of the Contractor is:

Bartoo Sand and Gravel, Inc.
PO Box 3769
Truth or Consequences, NM 87901

25. Compliance with Applicable Law

Contractor shall comply with State of New Mexico, federal, municipal and city and county laws, rules and ordinances.

26. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

27. Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these

requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

28. Changes

The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not otherwise be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignment

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement without the prior written consent of the City thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

The New Mexico Procurement Code, (NMSA 1978, §13-1-28 through 13-1-199), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

33. Entire Agreement

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Ownership of Document

The City is the sole owner of all documents, reports, and data, compiled or arising out of the Contract and/or Project regardless of the medium used.

35. Attachments:

- Exhibit A: **ITB No. 21-22-003** # Road Materials and Equipment Rental
- Exhibit B: Bid Form (submitted by Contractor)

IN WITNESS WHEREOF, the City of Truth or Consequences and the Contractor, Bartoo Sand and Gravel, Inc. have executed this Agreement as of October 12, 2022:

By: _____
City of Truth or Consequences

Date: _____

By: _____
City's Legal Counsel –Certifying legal sufficiency

Date: _____

By: _____
Contractor

Date: _____

EXHIBIT B PRICE FORM

**APPENDIX E
BID FORM
ITB #21-22-003
ROAD MATERIALS AND EQUIPMENT RENTAL**

City of Truth or Consequences is currently requesting sealed bids for the establishment of a multi-year pricing agreement for Road Material and Equipment Rental required on an "as needed" basis.

From: Burton Sand & Gravel, Inc.
Name of Bidder
Truth or Consequences, NM, 87901
City, State & Zip
575-894-7181
Phone Number
hbar2sg@gmail.com
Email Address:

Responding to Invitation for Bid No. ITB#21-22-003 due no later than **2:00 pm, September 14, 2021**, the undersigned Bidder agrees to furnish, deliver and install the following product(s) or service(s) bid per the specifications upon receipt of a valid Purchase Order. We have stated hereon the prices at which we will furnish and deliver the specified product or services and will accept as full payment therefore the amount shown below.

BID AS FOLLOWS:

****NOTE**, Bid Amounts - Bidders are required to identify and include, within Base Bid amount bid, any and all costs associated with the purchase, delivery and installation (i.e., labor, materials, equipment, supplies, inspections, minimum warranty, freight, delivery, registration, licensing, testing, set up, etc.), *less applicable New Mexico Gross Receipts Tax*.

This bid will be awarded based upon the total amount bid as written in words. Where there are discrepancies between unit price and extended total, **UNIT PRICE WILL GOVERN**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**.

Payment terms (OPTIONAL): Bidder offers a 0 % discount for payments made within 30 days of acceptance of the goods or services shown on a correct and valid invoice. Terms of less than twenty (20) days will not be considered.

Signature below verifies that Bidder has read, understands, and agrees to the terms and conditions of this solicitation, attachments, and addenda.

PRICING FOR ROAD CONSTRUCTION MATERIALS
SECTION 1 ASPHALT HOT MIX

	COST PER TON
ASPHALT HOT MIX AT PLANT (PER TON)	\$ 77. ⁰⁰
ASPHALT HOT MIX DELIVERED TO SITE (PER TON)	\$ 80. ⁰⁰
ASPHALT HOT MIX DELIVERED AND PLACED (PER TON)	\$ 107. ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

SECTION 2 SUPER PAVE MIX

	COST PER TON
SUPER PAVE MIX AT PLANT (PER TON)	\$ 77. ⁰⁰
SUPER PAVE MIX DELIVERED TO SITE (PER TON)	\$ 80. ⁰⁰
SUPER PAVE MIX DELIVERED AND PLACED (PER TON)	\$ 107. ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

SECTION 3 ASPHALT COLD MIX

	COST PER TON
ASPHALT COLD MIX AT PLANT (PER TON)	\$ 77. ⁰⁰
ASPHALT COLD MIX DELIVERED TO SITE (PER TON)	\$ 80. ⁰⁰
ASPHALT COLD MIX DELIVERED AND PLACED (PER TON)	\$ 107. ⁰⁰
ANTI-STRIPPING AGENT (PER TON)	\$ 0 - Included

SECTION 4 BASE COARSE 1"

	COST PER TON
BASE COARSE AT PLANT (PER TON)	\$ 12. ⁰⁰
BASE COARSE DELIVERED TO SITE (PER TON)	\$ 14. ⁰⁰

SECTION 5 CHIPS

	COST PER TON
CHIPS 1/2" AT PLANT (PER TON)	\$ 25. ⁰⁰
CHIPS 1/2" DELIVERED TO SITE (PER TON)	\$ 27. ⁰⁰
CHIPS 3/8" AT PLANT (PER TON)	\$ 23. ⁰⁰
CHIPS 3/8" DELIVERED TO SITE (PER TON)	\$ 25. ⁰⁰

SECTION 6 REDI-MIX

	COST PER YARD
2500 PSI DELIVERED (PER YARD)	\$ 125. ⁰⁰
3000 PSI DELIVERED (PER YARD)	\$ 130. ⁰⁰
3500 PSI DELIVERED (PER YARD)	\$ 135. ⁰⁰
4000 PSI DELIVERED (PER YARD)	\$ 140. ⁰⁰
FIBER (PER YARD)	\$ 8. ⁰⁰
AER (PER YARD)	\$ 3. ⁰⁰
RETARDER (PER YARD)	\$ 3. ⁰⁰
SUPER P (PER YARD)	\$ 14. ⁰⁰
TEMP CONTROLS (PER YARD)	\$ 0 - Included

SECTION 7 FLOWABLE FILL

	COST PER YARD
FLOWABLE FILL DELIVERED TO SITE (PER YARD)	\$ 105. ⁰⁰

SECTION 8 - CRUSHER FINES

	COST PER TON
CRUSHER FINES DELIVERED TO SITE (PER TON)	\$ 11. ⁰⁰

SECTION 9 PEA GRAVEL

	COST PER TON
PEA GRAVEL AT PLANT (PER TON)	\$ 21. ⁰⁰
PEA GRAVEL DELIVERED TO SITE (PER TON)	\$ 23. ⁰⁰

SECTION 10 SCREENED ROCK

	COST PER TON
SCREENED ROCK AT PLANT (PER TON)	\$ 21. ⁰⁰
SCREENED ROCK DELIVERED TO SITE (PER TON)	\$ 23. ⁰⁰

SECTION 11 PLASTER SAND

	COST PER TON
PLASTER SAND AT PLANT (PER TON)	\$ 35. ⁰⁰
PLASTER SAND DELIVERED TO SITE (PER TON)	\$ 37. ⁰⁰

SECTION 12 CONCRETE ROCK

	COST PER TON
CONCRETE ROCK AT PLANT (PER TON)	\$ 21. ⁰⁰
CONCRETE ROCK DELIVERED TO SITE (PER TON)	\$ 23. ⁰⁰

SECTION 13 CONCRETE SAND

	COST PER TON
CONCRETE SAND AT PLANT (PER TON)	\$ 21. ⁰⁰
CONCRETE SAND DELIVERED TO SITE (PER TON)	\$ 23. ⁰⁰

SECTION 14 FILL DIRT

	COST PER TON
FILL DIRT AT PLANT (PER TON)	\$ 7. ⁰⁰
FILL DIRT DELIVERED TO SITE (PER TON)	\$ 9. ⁰⁰

SECTION 15 3/16" SCREENED SAND #4 MINUS

	COST PER TON
SCREENED SAND AT PLANT (PER TON)	\$ 13. ⁰⁰
SCREENED SAND DELIVERED TO SITE (PER TON)	\$ 15. ⁰⁰

SECTION 16 RIP RAP

	COST PER TON
RIP RAP AT PLANT (PER TON)	\$ 50. ⁰⁰
RIP RAP DELIVERED TO SITE (PER TON)	\$ 55. ⁰⁰

SECTION 17 SCALES

TRUCK SCALES	\$ 8. ⁰⁰
WEIGHT TICKET	\$ 2. ⁰⁰

SECTION 18 EQUIPMENT RENTAL

	PER HOUR
TRAILER (BELLY) DUMP 4 HR MINIMUM	\$ 88. ⁰⁰
10 WHEELER 4 HR MINIMUM	\$ 75. ⁰⁰
CHIP SPREADER 10 HR MINIMUM	\$ 200. ⁰⁰
ROLLERS 8 HR MINIMUM	\$ 80. ⁰⁰
SWEEPERS 8 HR MINIMUM	\$ 80. ⁰⁰

SECTION 19 MISCELLANEOUS CHARGES

FUEL CHARGE	\$ 30. ⁰⁰
DOUBLE DROP	\$ 80. ⁰⁰
DUMP TRUCK MINIMUM LOAD	\$ 4 tons
WAIT TIME CHARGE	\$ 2. ⁰⁰ /minute after 1 Hour

Total price for Sections 1 – 16 (Materials)

\$ 1989.⁰⁰

Total price for Sections 17-19 (Services)

\$ 643.⁰⁰
w/ - minimum dump load +
wait time

Total Price for All Products and Services

\$ 2,632.⁰⁰

Pricing listed above shall be firm for the one year base period. Please list subsequent option periods below:

Option Year 2 3 % Material Escalation (Sections 1-16)

3 % Haul Escalation (Sections 17-19)

Option Year 3 2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

Option Year 4 2 % Material Escalation (Sections 1-16)

2 % Haul Escalation (Sections 17-19)

In the interest of fairness and sound business practices, it is mandatory that Bidder state any exceptions to the specifications and/or scope of work. It is not the responsibility of the City to seek out information concerning the goods to be furnished. In the event your materials do not meet or exceed all of the stated specifications, you must so state on the space provided below and submit the explanation with your bid.

I ☒ do meet specifications (check line as appropriate)

I ☐ do not meet specifications (check line as appropriate) for the following reasons:

In the space below (or on a separate sheet of paper), please list which product does not meet the specifications, why the product does not meet the specifications, and any alternative you may be suggesting:

The representations herein are made under penalty of perjury. We hereby offer to sell the Agency the above product(s) or services at the prices shown and under the terms and conditions herein, attached, or incorporated by referenced.

Bartoo Sand & Gravel, Inc.
Bidder Name

P.O. Box 37169
Address

T.O.C., NM. 87901
City, State, Zip Code

575-894-7181
Telephone Number

Jared Bartoo
Signature of Authorized Representative

Jared Bartoo
Name of Authorized Representative

General Manager
Title of Authorized Representative

9-13-21
Date



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.6

SUBJECT: Approval of JPA between the City of Truth or Consequences and the Village of Williamsburg for Police Services, Animal Control Services and Animal Shelter Services.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: City Manager, Bruce Swingle

Summary/Background:

JPA between the Village and the City regarding provision of Police services and Animal Control services and Animal Shelter services

Recommendation:

Approval of JPA

Attachments:

- JPA
- Williamsburg LE & Animal Services Cost

Fiscal Impact (Finance): Yes

See attached.

Legal Review (City Attorney): Yes

[Click here to enter text.](#)

Approved For Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC Agendas 10-12-2022

A JOINT POWERS AGREEMENT
BY AND BETWEEN
THE CITY
AND
VILLAGE OF WILLIAMSBURG
FOR
Police Services, Animal Control Services and Animal
Shelter Services

**JOINT POWERS AGREEMENT
by and between Village of Williamsburg
and the City of Truth Consequences
Regarding Provision of Police Services, Animal
Control Services and Animal Shelter Services**

This Police Protection Services Agreement is made and entered into effective _____, 2022 by and between Village of Williamsburg ("Village"), a New Mexico Municipal Corporation, and the City of Truth or Consequences ("City"), a New Mexico Municipal Corporation, for the purposes and consideration hereinafter set forth.

RECITALS

WHEREAS, the Village is desirous of protecting its citizens from crime, criminal activity and the criminal element; and to provide Animal Control and Animal Shelter Services, and

WHEREAS, the Village has a contiguous boundary with the City; and

WHEREAS, the Village desires to engage the services of the City for the provision of 1) Police Protection Services 2) Animal Control Services and 3) Animal Shelter Services to the Village, and the City desires to provide such services to the Village, on the terms and conditions hereafter stated.

NOW THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the Village and the City agree as follows:

1.0 AUTHORITY TO ENTER INTO A JPA

1.1 The Village certifies that it has the authority to enter into this JPA. By majority vote of the Board of Trustees of the Village at its _____ Regular Trustee Meeting, the Mayor is authorized to execute this JPA.

1.2 The City certifies that it has the authority to enter into this JPA. By majority vote of the City Commission of the City at its **October 12, 2022** Regular Commission Meeting, the Mayor is authorized to execute this JPA.

2.0 INTENT OF THE PARTIES

The intent of the parties to this JPA is to enter into an agreement under which the City agrees to fully assume the management, operations, patrols, police powers under the direction and guidance of the City Chief of Police and the Trustees of the Village in accordance with applicable provisions of the New Mexico State Laws and Regulations, and other applicable state and federal laws. In general, the City agrees to perform the required professional services and to be fully compensated therefore by a yearly base fee established herein, unless this JPA specifically provides for a payment by the Village above and beyond the base fee. Although many specific obligations are delineated in this JPA, this delineation is not intended to be a limitation, and the City

is expected to perform all Police Protection Services, Animal Control and Shelter Services and undertakings reasonably necessary for the safety and welfare of the Citizens of the Village.

3.0 TERM

3.1 General. Unless this JPA is sooner terminated as hereinafter provided, the City shall manage, operate, and perform 1) Police Protection Services 2) Animal Control Services and 3) Animal Shelter Services to the Village during the period of time set forth herein. Upon termination of this JPA, for any reason, The City shall be recognized as the owner of all assets and equipment purchased through this Agreement. The Village may be required to transfer assets and equipment purchased with Village State Law Enforcement Protection Funds to the City.

3.2 Initial Term. The Initial Term of this JPA shall be for a period of Three (3) years, beginning on the date of execution of this JPA. Each fiscal year, the parties shall review the agreement. No specific action is required to continue the agreement; however, the individual parties may indicate by a majority vote of its Governing Body an intent to not extend this agreement. The parties recognize that the Village is a political subdivision of the State of New Mexico governed by the annual budget requirements of state statutes, and that, therefore, the JPA is subject to annual appropriations. The Board of Trustees of the Village hereby represents that it has the present intent to make the annual appropriations necessary to fund this JPA.

4.0 COMPENSATION

4.1 Basic and Additional Compensation. As compensation for services specified in Section 5.0 hereof to be rendered by the City under this JPA ("Basic Services"), the City shall receive a yearly fee of \$171,447.00. This amount shall be paid in the following forms:

A. The Village can use any combination of State Law Enforcement Protection Fund appropriation and cash to pay the yearly fee \$171,447.00. The Village can extend its State Law Enforcement Protection Fund appropriation to the City Police Department for purchase of authorized uses and pay the balance in cash to the City.

B. The difference between the \$171,447.00 amount and the LEPF funds shall be paid in cash by the Village to the City.

4.2 Annual Adjustment. The base fee will be adjusted annually, at the end of the JPA year, according to any increase or decrease in police, animal control or animal shelter budget changes. The first annual increase or decrease in compensation shall be effective one year after the date of execution and annually each thereafter for the duration of this JPA.

5.0 BASIC DUTIES AND RESPONSIBILITIES OF THE CITY

The following Basic Police Protection Services shall be provided to the Village by the City for the compensation set forth in paragraph 4.0 of this JPA:

1. City shall, at its sole expense, provide all personnel, vehicles, tools, equipment and machinery, transportation, testing and other facilities reasonably necessary for the proper performance of such Basic Police Protection Services, Animal Control Services and Animal Shelter Services.
2. A monthly report will be generated on reportable incidents, to provide the Village with an account of the incident for its records.
3. When required by State Statute an arrest will be made on all incidents.
4. Make routine patrols of the Village during each shift.
5. If the City is not able to provide the needed Police Protection Services, the City will advise Central Dispatch to notify the Sierra County Sheriff's Department or the New Mexico State Police.
6. Provide information and testimony related to any claims made by the public against the Village.
7. In addition to Police Protection Services the City will provide Animal Control Services and Animal Shelter Services in the same manner as the City has provided them in the past. The ACO will issue citations for animal ordinance violators.
8. Provide qualified administrative personnel to conduct the daily business of providing Police Protection Services to the citizens of the Village including a Chief of Police, , a Lieutenant, and a Field Sergeant.
9. Respond to resident inquiries, complaints and concerns in a professional, courteous and timely manner. Use best efforts to promote good relations with the Village's customers and residents.
10. Monitor and track all customer complaints and inquiries received, and report the same to the Village in the monthly report.
11. Respond to any routine inquiries or routine reporting requirements of any governmental authority, The Village's trustees or attorneys in a prompt, professional manner, if the law provides authority of such.
12. The City Police Chief will attend regular Trustee meetings and any special meetings upon request. Provide monthly operational and financial reports to the Board of Trustees, in a format normally used by the City.
13. Submit materials which are to be included in Trustee's meeting packets and which require legal review to the office of the Village's General Counsel no later than five (5) business days preceding the regular Trustee meeting unless other arrangements are approved by the Village Clerk.

14. Coordinate with other Village advisors, including attorneys, engineers, accountants and financial consultants as needed.
15. Periodically review the Rules, Regulations, and Ordinances and make recommendations for changes as necessary.
16. Maintain all records and files in accordance with state and federal law, and assure that these records and files are accessible to anyone during normal business hours in accordance with the New Mexico Public Information Act.
17. The City' police personnel will maintain normal hours of operation which shall be 24 hours a day, seven days a week, including state and national holidays. Personnel will not necessarily be located at the Village, at all times, but will be available during these working hours for police related business and routine police patrols. Non-emergency contacts will be restricted to the hours of 8:00 a.m. to 5:00 p.m. Monday thru Friday at the Police Department Offices located at 507 McAdoo. All other calls for service will be through Central Dispatch: Emergencies: 911, calls for service: 894-7111.
18. The services of the Police Protection Services Program will be related to criminal activities of all types including Traffic Enforcement. The customer will be advised of the appropriate agency to contact if their situation is not within the realm of traffic enforcement or criminal law.
19. Traffic citations issued and misdemeanor arrests made, within the Village, will be directed through the Village Court under the appropriate Village ordinance. Felony arrests and crimes not covered under Village ordinances will be directed through the DA's Office and the Magistrate Court under the appropriate State Statute.

6.0 OBLIGATIONS OF THE VILLAGE

The Village shall be solely responsible for enforcement of all non-police (Code Enforcement and other Civil matters) related Village Codes, state laws, and federal mandates.

7.0 INSURANCE

Both entities are Municipal Corporations belonging to the New Mexico Municipal League's Self Insurer's Fund. Each Party shall continue to provide the same level of insurance that it currently provides.

8.0 POLICE CHIEF & QUALIFIED PERSONNEL

The City agrees to provide a Police Chief to supervise the operations of the Police Department, and agrees to staff the Police Department with employees experienced in Police Protective Services procedures.

9.0 VEHICLES

The City agrees to furnish all vehicles and mobile field equipment and necessary equipment to operate the Police Department. These vehicles will bear markings identifying them as vehicles belonging to The City.

10.0 SAFETY EQUIPMENT

The City shall be responsible for furnishing all safety equipment needed to implement the requirements of this agreement except that equipment that is to be donated by the Village.

11.0 TERMINATION

11.1 Termination.

Either party hereto shall have the right to terminate this JPA upon thirty (30) days notice to the other party. Notwithstanding, any other provision of this JPA, the right of termination set forth in this Section may be exercised at the sole discretion of either party with or without cause.

12.0 CHANGE IN SCOPE ADJUSTMENT

If any significant changes in the scope of the operation of the Police Protection Services which are the subject of this agreement occur, including changes in the governmental regulatory compliance regulations which increase the City's costs, the City shall be entitled to negotiate additional compensation. Such additional compensation will be negotiated by the parties within thirty (30) days after the change. If no negotiated agreement is achieved within thirty (30) days of the change, the City may exercise its right to terminate the agreement.

13.0 EQUIPMENT FURNISHED BY THE CITY

The parties agree that any capital or proprietary equipment purchased and/or furnished by the City during the term of this JPA shall remain the sole and exclusive property of the City.

14.0 INDEMNITY

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

15.0 FORCE MAJEURE

The City shall not be deemed to be in default if performance of the obligations required by this JPA is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, flood, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, or any other cause beyond

the control of the parties. Upon occurrence of such an event, the City shall provide Police Protection Services on a best effort basis (at no additional cost to the City). If any additional expense is incurred by the City in such operation, that expense shall be deemed to be an Extraordinary Cost, for which the City will submit an invoice to the Village for reimbursement.

16.0 REASONABLE DILIGENCE

The City agrees to use reasonable knowledgeable and diligence in the provision of Police Protection Services, but the City shall not be liable for any direct or indirect loss, injury or damage resulting from diminution or interruption of service within the Village unless such diminution or interruption of service results from the willful misconduct or negligence of the City, its agents, subcontractors, or employees.

17.0 COMPLIANCE WITH STATE LAW

Should any provision of this JPA be determined to be in conflict with the laws of the State, the parties agree to amend such provision to ensure compliance with the laws of the State.

18.0 ASSIGNMENT

Neither The Village nor the City may assign this JPA or any portion thereof without receiving the prior written consent of the other party.

19.0 NOTICES

All notices allowed or required to be given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this JPA. Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this JPA shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

20.0 DISPUTES

The parties agree that if any dispute arises between them relating to this JPA, that they will utilize their best efforts to resolve the issue prior to the commencement of any legal proceedings.

21.0 AMENDMENTS

No subsequent alteration, amendment, change, deletion or addition to this JPA shall be binding upon the Village or the City unless made in writing and signed by both the City and the Village.

22.0 VENUE, APPLICABLE LAW

This JPA shall be construed under and in accordance with the laws of the State of New Mexico. All of the obligations contained in this JPA are performable in the Village, New Mexico, except those laboratory procedures, booking, investigations, or other work that may be performed in the City or elsewhere.

23.0 TITLES

The titles of the Articles, Sections, Subsections, Paragraphs, or Subparagraphs of the JPA are intended strictly for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of the JPA itself.

24.0 SEVERANCE

Should any provision of this JPA be held to be void, voidable, or for any reason whatsoever, of no force and effect, such provision shall be construed as severable from the remainder of this JPA and shall not affect the validity of all other provisions of this JPA which shall remain in full force and effect.

25.0 ENTIRE AGREEMENT

This JPA contains the entire agreement between the parties. Any oral representation of modification concerning this JPA shall be of no force excepting a subsequent amendment in writing signed by the party to be charged.

26.0 FAILURE TO ENFORCE

The failure on the part of either party to enforce its rights as to any provision of this JPA shall not be construed as a waiver of its rights to enforce such provision in the future.

VILLAGE OF WILLIAMSBURG

WITNESS OUR HANDS AND SEALS THIS ____ DAY OF _____, 2022.

Deborah Stubblefield, Mayor
Village of Williamsburg

ATTEST:

Amanda Cardona, Village Clerk/Treasurer
Village of Williamsburg

CITY OF TRUTH OR CONSEQUENCES

WITNESS OUR HANDS AND SEALS THIS 12th DAY OF OCTOBER, 2022.

Amanda Forrister, Mayor
City of Truth or Consequences

ATTEST:

Angela Torres, City Clerk/Treasurer
City of Truth or Consequences

The State of New Mexico Department of Finance and Administration approves this Agreement:

STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Cabinet Secretary Date

Cost to provide Law Enforcement & Animal Services to Village of Williamsburg

Police Budget

GF	1,756,484
PD GRT	226,895
Total Budget	<u>1,983,379</u>

T or C Population	6,062	
Village Population	481	7.4%
Total Population	<u>6,543</u>	

Cost of LE per Resident	303.13
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Cost times Village Population	<u>145,805</u>	7.4%
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Less reliable option

LE Calls for Service

T or C LE Calls- 2021	14,243
Village Calls-2021	<u>727</u>
Total Calls	14,970

Cost/Call	132.49
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Cost times Village LE Calls	<u>96,320</u>
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Animal Control Budget

Animal Control Budget	202,093
T or C Population	6,062
Village Population	481
Total Population	<u>6,543</u>

Cost of AC per Resident	30.88
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Cost times Village Population	<u>14,853</u>	7.4%
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Less reliable option

AC Calls for Service

Calendar yr. 2021 Data

T or C AC Calls- 2021	2,670
Village AC Calls- 2021	<u>186</u>
Total AC Calls-2021	2,856

Cost Per AC Call	70.76
------------------	-------

Cost times Village AC Calls	<u>13,161</u>
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Animal Shelter Budget

Animal Shelter Budget	208,554
FY22 Data	
Total Animals Received in Shelter	1,411
Village Animals Received	73
Total Cost per Animal	147.80

Cost Times Village Animals	<u>10,789</u>	5.2%
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Less reliable option

Days Animal in Shelter

Days all Jurisdictions	18,925
Village Days	<u>702</u>

Cost /Animal/Day	11.02
------------------	-------

Cost Times Village Animals/Day	<u>7,736</u>
--------------------------------	--------------

Total Cost to Provide Village LE & Animal Services \$171,447

7.16% of Total Cost to T or C

Total Cost of LE & Animal Services to T or C \$2,394,026



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.7

SUBJECT: Re-appointment of Jake Foerstner to the Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Jake Foerstner is a current member on the Lodgers Tax Advisory Board. His term is up this year, and he wishes to remain on the board. On September 26th, the Lodgers Tax Advisory Board made a recommendation to re-appoint Mr. Foerstner to the board. If approved by the Commission, Mr. Foerstner will serve a 4 year term on the board.

Recommendation:

LTAB recommends re-appointment of Jake Foerstner 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 10-12-2022



City of Truth or Consequences

City Boards Application

Name: Jake Foerstner Address: 215 Austin St
Phone: 575 497 9165 Email: foerstner@gmail.com

I am interested in serving as a member of one the following Boards:

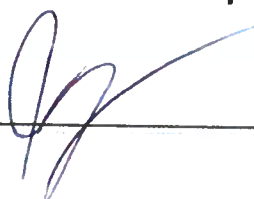
- | | | |
|---|---|---|
| <input type="checkbox"/> Airport Advisory Board | <input type="checkbox"/> Public Arts Advisory Board | <input type="checkbox"/> Golf Course Advisory Board |
| <input type="checkbox"/> Public Utility Advisory Board | <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> 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:

Hotel owner operator. Served on many boards
including MSTO-C, SCRTAB, COC

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: 9/19/22



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.8

SUBJECT: Re-appointment of Linda DeMarino to the Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

Linda DeMarino is a current member on the Lodgers Tax Advisory Board. Her term is up this year, and she wishes to remain on the board. On September 26th, the Lodgers Tax Advisory Board made a recommendation to re-appoint Ms. DeMarino to the board. If approved by the Commission, Ms. Linda DeMarino will serve a 4 year term on the board.

Recommendation:

LTAB recommends re-appointment of Linda DeMarino 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 10-12-2022



City of Truth or Consequences City Boards Application

Name: Linda DeMarino Address: 618 Lincoln

Phone: 575-740-6180 Email: ldemarino@hotmail.com

I am interested in serving as a member of one the following Boards:

- ☐ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board
☒ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☐ Impact Fee Board
☐ Other: _____

My qualifications are:

I have ten years of utilizing Lodger's Tax. With that perspective, I know the issues that the recipients have faced. Further, as I have attended so many Lodgers' Tax Board meetings over the year, I have a good understanding of the history of Lodgers' Tax in Sierra County. I have worked with the Lodger's Tax Board to make changes to the packet and policies.

Additionally, I have assisted several other organizations/events with the process of requesting and utilizing Lodgers' Tax.

I hereby certify that my appointment to this board neither creates, nor should create, any personal 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: *Linda DeMarino*



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: 1.9

SUBJECT: Consideration of the appointment of Victoria Harrington to the Lodgers Tax Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 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 has one vacancy on their board. At their September 26th meeting, the board recommended the appointment of applicant Victoria Harrington to serve as a member on their board. If approved by the Commission, Ms. Harrington will serve a 3 year term on the board.

Recommendation:

LTAB recommends appointment of Victoria Harrington 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 10-12-2022



City of Truth or Consequences
City Boards Application



Name: Victoria Harrington Address: 707 Poplar St. Torc, NM 87901
Phone: 575-740-4341 Email: rebelroadrunner302@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 |
| <input type="checkbox"/> Other: _____ | | |

My qualifications are:

I have been cross promoting businesses
and events. I am strongly rooted in the
downtown district. I have a background
in marketing as well with my previous
job.

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: Victoria Harrington

Date: 7-28-22



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.10

SUBJECT: Consideration of the appointment of Allen Hansen Begg to the Recreation Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

The Recreation Advisory Board has two open positions on their board. Greg D'Amour and Carole Wheeler are currently serving as members until the two vacancies are filled. On October 3rd, the board recommended the appointment of applicant Allen Hansen Begg to serve as a member on their board. If approved by the Commission, he will serve a 2 year term on the board.

Recommendation:

RAB recommends appointment of Allen Hansen Begg 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 10-12-2022



City of Truth or Consequences

City Boards Application

Name: ALAN HANSEN BEGG Address: 15576 HWY 187 WMSBURG NV
Phone: 612 207-0119 Email: ~~abegg~~ alanhansenbegg@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 checked="" type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Lodger's Tax Advisory Board | <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board |
| <input type="checkbox"/> Other: _____ | | |

My qualifications are:

~~HA~~ LIFETIME OF PARK USE, BEEN TO OVER 100 PARKS
NATION-WIDE, I ALSO WORKED FOR THE PARK + REC IN
VALLEY CITY ND FOR A SUMMER.

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: 10-3-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.11

SUBJECT: Consideration of the appointment of Robert McGuire to the Airport Advisory Board.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

SUBMITTED BY: Angela A. Torres, Clerk-Treasurer

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

Summary/Background:

The Airport Advisory Board has an open positions on their board. On October 4th, the board recommended the appointment of applicant Robert McGuire to serve as a member on their board. If approved by the Commission, he will serve a 2 year term on the board.

Recommendation:

RAB recommends appointment of Robert McGuire 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 10-12-2022



City of Truth or Consequences

City Boards Application

87930

Name: Robert McGuire Address: HC31 Box 226 Arroyo NM
Phone: 575 644 3696 Email: McGuire1843@gmail.com

I am interested in serving as a member of one the following Boards:

- ☒ Airport Advisory Board ☐ Public Arts Advisory Board ☐ Golf Course Advisory Board
☐ Public Utility Advisory Board ☐ Library Advisory Board ☐ Recreation Advisory Board
☐ Lodger's Tax Advisory Board ☐ Planning & Zoning Commission ☐ Impact Fee Board
☐ Other: _____

My qualifications are:

Airplane owner for 54 years. Farmer, Safety manager for 10 yrs,
Quality control 3 yrs, Fire chief 5 yrs, fireman 20 yrs, army fire Dept.

I feel that my past experience on many projects would let me
serve on the board.

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: Robert E McGuire Date: 9-15-22



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: 1.12

SUBJECT: Annual request to hold one meeting in November and December 2022.

DEPARTMENT: City Clerk's Office

DATE SUBMITTED: October 5, 2022

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

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

Summary/Background:

Each year the Commission determines whether to combine meetings and only hold one meeting during the months of November and December due to the Thanksgiving and Christmas Holidays.

If any important issues arise a Special Meeting can be called if needed.

Recommendation:

Approval to hold one meeting on November 16, 2022 and one meeting on December 14, 2022.

Attachments:

- None.

Fiscal Impact (Finance): N/A

\$0.00

Legal Review (City Attorney): N/A

None.

Approved For Submittal By: ☐ Department Director

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

Final Approval: ☒ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. . Ordinance No. .

Continued To: . Referred To: .

☐ Approved ☐ Denied ☐ Other: .

File Name: CC Agendas 10-12-2022



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.13

SUBJECT: Review, Approve and/or Allocate Funds to Geronimo Trail Scenic Byway (GTSB) for Postage Fulfillment for the year.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 29, 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 for Postage Fulfillment for the year.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- GTSB Application
- GTSB Contract

Fiscal Impact (Finance): N/A

\$800.00

Legal Review (City Attorney): N/A

None.

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-12-2022

2022-2023 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>Postage for fulfillment mailings</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>\$ 800.00</i>
Anticipated Attendance (not including volunteers/staff):	

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes/No **6**

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?): ***__Postage for mailing fulfillment packages to potential visitors. It will be drawn down on through the year as needed.***

2. Who is your target audience for your project/event and advertising (who do you want to attend?) ***__People who call, email or write requesting information on the local area. __Also other visitors center requesting information to put on their racks.***

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

__Worldwide

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

__10% of materials will be mailed out as fulfillment packages to those requesting them.

5. Describe your project/event indicators of success and how you plan to gather the information and how you plan to share that assessment with the City (e.g. increased hotel stays, increased attendance, first time attendees):

__We keep track of packages and names and addresses of those requesting information.

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>United States Post Office</i>	<i>Postage for year</i>	<i>\$ 800.00</i>
TOTAL AMOUNT REQUESTED: Must match page 1.		\$ 800.00

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: **September 19, 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 **GERONIMO TRAIL SCENIC BYWAY (POSTAGE FULFILLMENT)**, 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 **\$800.00** 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 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.14

SUBJECT: Review, Approve and/or Allocate Funds to Geronimo Trail Scenic Byway (GTSB) application for Visitor Center Feather Flag funding.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 29, 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 for Visitor Center Feather Flag.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- GTSB Application
- GTSB Contract

Fiscal Impact (Finance): N/A

\$140.00

Legal Review (City Attorney): N/A

None.

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-12-2022



2022-2023 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>Visitor Center feather flag</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>\$ 140.00</i>
Anticipated Attendance (not including volunteers/staff):	

PART 3: CRITERIA

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

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

5. The New Mexico sun fades them and makes them fragile and they tear. We have replaced both the yellow flag and the blue flag two times, and the current yellow replacement was purchased by the Millers. We need a replacement for the blue flag. We alternate flags twice a year and each flag lasts 2 – 3 years.

1. Define/Describe the overall project/event (what is happening at the event?): **Replacement feather flag to place in front of visitors center.**

2. Who is your target audience for your project/event and advertising (who do you want to attend?) **People looking for visitors center, and people driving by**

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

Local but for benefit of visitors in town looking for visitors center.

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):

Sign-ins at visitors center

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
M Graphics	Feather flag for advertising	\$ 140.00
TOTAL AMOUNT REQUESTED: Must match page 1.		\$ 140.00

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: September 19, 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 **GERONIMO TRAIL SCENIC BYWAY (VISITOR CENTER FEATHER FLAG)**, 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 **\$140.00** 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 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



CITY OF TRUTH OR CONSEQUENCES

AGENDA REQUEST FORM

MEETING DATE: October 12, 2022

Agenda Item #: I.15

SUBJECT: Review, Approve and/or Allocate Funds to the Sierra County Rock & Gem Society for the T or C Rock and Gem Show.

DEPARTMENT: City Manager's Office

DATE SUBMITTED: September 29, 2022

SUBMITTED BY: Tammy Gardner

WHO WILL PRESENT THE ITEM: Tammy Gardner

Summary/Background:

Commission approval of Sierra County Rock & Gem Society application for the Truth or Consequences Rock and Gem Show.

Recommendation:

LTAB recommends approval of application for funding.

Attachments:

- Sierra County Rock and Gem Society Application
- Sierra County Rock and Gem Society Contract

Fiscal Impact (Finance): N/A

\$6,250.00

Legal Review (City Attorney): N/A

None.

Approved for Submittal By: ☒ Department Director

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

Final Approval: ☐ City Manager

CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 10-12-2022



2022-2023 LODGERS' TAX GRANT APPLICATION

PART I: PROJECT INFORMATION

Complete one application for each project or event.

Organization Name	Sierra County Rock and Gem Society, SCRAGS, local non-profit in good standing
Project/Event Name	Truth or Consequences Rock and Gem Show
Event Date(s) and Location (if applicable)	March 25-26, 2023 Sierra County Fair Barn
Event Organizer & Title within Organization (if applicable)	Megan Holden SCRAGS member and Show Committee Chair
Phone Number of Organizer	978-335-2899
Email of Organizer	scragssierracounty@gmail.com
Organization Address	SCRAGS PO Box 766 Elephant Butte, NM 87935
Organization's Contact Person (If different than event organizer)	Dan Lorimier SCRAGS Club Secretary
Contact Phone and Email for Organization's Contact Person	575-740-2927 dlorimier1948@gmail.com

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

Amount Requested: (Must match application page 4)	\$24,750
Anticipated Attendance (not including volunteers/staff):	1,000-1,500+

PART 3: CRITERIA

Was this project/event funded in 2020-2021? Circle one: Yes

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

This will be a new event. The 2020 show was canceled.

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

The Truth or Consequences Rock and Gem Show will be an annual event featuring over 20 vendors selling rocks and gems, jewelry and related items, field trips geared to the public and rockhounding enthusiasts alike, and fun activities for kids. There will be additional activities including gold and sapphire panning and presentations.

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

People of all ages. People interested in outdoor activities, rocks and minerals, and those looking to learn something new. Rock and gem shows are a great place to buy unique gifts. Mineral collectors are also a target audience.

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

All of New Mexico, northern Texas, Arizona, Colorado. We will also advertise in national publications, both online and in print, geared towards gem and mineral enthusiasts. Other similar shows in NM draw people from all over.

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

80%. Postcards and fliers will be mailed and hand-delivered to other rock and gem shows, the numerous rock and gem clubs throughout NM and surrounding states, and other

N/A

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

N/A

PART 4: PLAN FOR GRANT AMOUNT REQUESTED

Fill out this chart with your spending plan and the costs for these items. Note: **The items listed within this budget are the only reimbursable items after funds are awarded.** Modifications to your plan may only take place with regards to variation in dates of publication. Items not listed within the application at the time of approval will not be reimbursed. The Lodgers' Tax Board reserves the right to recommend denying funding of specific items within this budget during their recommendation to City Commission.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Cost
	Banners, flyers, postcards, printing	\$2,000
	Postage and envelopes to mail packets of postcards, fliers	\$2,000
M Graphics	Graphic design	\$450
	Website design, hosting, and upkeep	\$1,800
	Social Media	\$1,500
New Mexico Magazine	Print, digital ads	\$6,000
Rock & Gem Magazine	Print, digital ads	\$3,000
NM, TX, AZ publications	Print, digital ads	\$2,000
	Digital ads	\$2,000
	Radio advertisement	\$250
	Security	\$2,000
Sierra County Fair Barn	Venue	\$250
	Extra tables	\$500
	Port-a-potties/Hand washing Stations	\$500
	Event insurance	\$500
TOTAL AMOUNT REQUESTED: Must match page 1.		\$24,750

targeted locations throughout the area. We will also advertise in Rock & Gem magazine, a print and digital magazine, which is the main resource for mineral collectors to find show listings. With your support, we would also advertise in New Mexico Magazine. We believe this would be an excellent resource to introduce a new event to all of New Mexico and beyond.

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:

This is a brand new, annual event, with free admission. We plan to judge success by increased hotel stays, attendance, funds generated for our non-profit club and our vendors, and vendor satisfaction. Also, the excitement of attendees! Our main goal is to increase the public's interest in geology, mineral collecting, and the outdoors. We are including a number of family friendly activities to inspire the next generation. Introducing those from outside Sierra County to the hot springs and unique offerings of the area will hopefully bring them back again and again!

We plan to count attendees and will track club income and vendor satisfaction. We will collect attendees' email addresses to be notified about next year's event, in order to enter for the door prizes. In addition, we would like to count visits to our club and event website, which is in desperate need of improvement, currently being run only by volunteers. Your funding would allow professional website creation and maintenance. We would share all of these metrics with the City.

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

SCRAGS currently has over a thousand followers. We have not created an event page or Instagram account. We hope to, with your funding.

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?

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: Megan Holden SCRAGS Show Committee Chair

Signature: M. Holden

Date: 9/22/22

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 **SIERRA COUNTY ROCK AND GEM SOCIETY (TRUTH OR CONSEQUENCES ROCK AND GEM SHOW-PARTIAL)**, 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 **\$6,250.00** 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 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