

*Amanda Forrister*  
*Mayor*

*Rolf Hechler*  
*Mayor Pro-Tem*

*Merry Jo Fahl*  
*Commissioner*



*Destiny Mitchell*  
*Commissioner*

*Shelly Harrelson*  
*Commissioner*

*Bruce Swingle*  
*City Manager*

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

## REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> ST., ON WEDNESDAY, JUNE 8, 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 Budget Workshop Minutes, May 17, 2022
2. City Commission Regular Minutes, May 25, 2022
3. Acknowledge Regular Lodgers Tax Advisory Board Minutes, March 7, 2022
4. May 2022 Accounts Payable

#### G. NEW BUSINESS

1. Discussion/Update: Film Liaison Report. Cary "Jagger" Gustin, Film Liaison
2. Discussion/Action: Consider the appointment of Cary "Jagger" Gustin to serve another 2 year term as the Film Liaison. Cary "Jagger" Gustin, Film Liaison
3. Discussion/Action: Approval of Contract with Coppler Law Firm for the 2022-2023 fiscal year. Carol Kirkpatrick, Finance Director
4. Discussion/Action: Approval of Award and Agreement for Sub-Recipient allocations from General Funds. City Manager Swingle
5. Discussion/Action: Approval of Award and Agreement for Sub-Recipient allocations from the City's Portion of Lodger's Tax. City Manager Swingle
6. Discussion/Action: Review, Approve, and/or Allocate Funds for Geronimo Trail Scenic Byway; Sierra County Arts Council; Chamber of Commerce, and Sierra Health Council. City Manager Swingle
7. Discussion/Action: Amendment No. 1 and Amended Promissory Note for the City of Truth or Consequences Clean Water State Revolving Fund (CWSRF) 098 to lower the interest rate to 0.01%. City Manager Swingle
8. Discussion/Action: Approval of Fiscal Year 2023 State of New Mexico Tourism Department Cooperative Agreement. City Manager Swingle
9. Discussion/Action: Review and Approval of the Memorandum of Understanding between the Truth or Consequences Police Department and the Bureau of Alcohol, Tobacco, and Firearms. Victor Rodriguez, Chief of Police
10. Discussion/Action: Approval of the Field Service Request and Agreement between the New Mexico Mounted Patrol and the Truth or Consequences Police Department. Victor Rodriguez, Chief of Police
11. Discussion/Action: Interview and Selection of board members to fill the 3 vacancies on the Planning & Zoning Commission. Angela A. Torres, City Clerk
  - Rick Dumiak (3 minute presentation)
  - Eduardo Alicea (3 minute presentation)
  - Robert Carey (3 minute presentation)
  - Esther Luchini (3 minute presentation)
  - Susan Buhler (3 minute presentation)

#### H. EXECUTIVE SESSION

1. Limited Personnel Matters (City Manager) Pursuant to 10-15-1(H.2).

#### I. 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 JUNE 22, 2022**





## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: C.1

**SUBJECT:** Presentation of Service Anniversary Awards.  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** May 31, 2022  
**SUBMITTED BY:** Alona Niebergall  
**WHO WILL PRESENT THE ITEM:** City Manager Swingle and Department Supervisor

**Summary/Background:**

Employee Anniversary: JOHNSON, WILLIAM MICHAEL – 3 YEARS  
Employee Anniversary: HALSEY, JESSICA – 1 YEAR  
Employee Anniversary: ONTIVEROS, TED – 17 YEAR  
Employee Anniversary: REES, CHRISTOPHER – 7 YEARS  
Employee Anniversary: ZAVALA, ZACAHARY – 2 YEAR

**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 6-8-2022



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: F.1

**SUBJECT:** City Commission Budget Workshop Minutes, May 17, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** June 3, 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 6-08-2022

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
TUESDAY, MAY 17, 2022**

**A. CALL TO ORDER:**

The meeting was called to order by Mayor Amanda Forrister at 8:30 a.m., who presided and Angela A. Torres, City Clerk-Treasurer, acted as Secretary of the meeting.

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

Also Present: Bruce Swingle, City Manager  
Traci Alvarez, Assistant City Manager  
Carol Kirkpatrick, Finance Director  
Angela A. Torres, City Clerk-Treasurer

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

**2. PLEDGE OF ALLEGIANCE:**

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

**1. APPROVAL OF AGENDA:**

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

CITY COMMISSION MAY 17, 2022 SPECIAL BUDGET WORKSHOP MEETING  
MINUTES

**C. Workshop regarding the City of Truth or Consequences Budget-Finance.**

The City Commission and City Staff discussed changes that were reviewed during the May 3<sup>rd</sup> and May 4<sup>th</sup> Budget Workshops. Copy of items discussed attached hereto and made a part hereof.

**D. ADJOURNMENT:**

**Mayor Forrister adjourned the meeting at 11:42 a.m.**

**Passed and Approved this 8<sup>th</sup> day of April, 2022.**

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Amanda Forrister, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk

**COMMISSION AGENDA  
MAY 17, 2022**

1. General Fund 2022-23 Revenue Decisions Needed to be Made (Attachment A)
2. Budget Reductions From Commission Meetings May 3 & 4, 2022 (Attachment B)
3. General Fund 2022-23 Expenditure Decisions Needed to be Made (Attachment C)
4. Lodger's Tax City's Portion Decisions Needed to be Made (Attachment D)
5. Any Other Discussions:

## GENERAL FUND 2022-23 REVENUE DECISIONS NEEDED TO BE MADE:

### REVENUE

UPDATED 5-10-22 Option 5 updated to Option 6:

Decision 1	Increase Gross Receipts tax 0.125% (1/2 Year of Revenue Jan-June))	\$ 90,000	
Decision 2	Use Cash in PD Gross Receipts Tax Fund to Support General Fund for 2022-23	\$ 669,320	Leaves appx \$200,049 in bank + May and June Receipts in PDGRT Bank
Decision 3	Keep 1/2 of 0.25% of the revenues from PD Gross Receipts Tax in the General Fund 2022-23 Estimated (After loan \$21,015 and \$52,728 to GF for raises, and \$30,000 to Care of Prisoners)	\$ 130,000	Estimated was 200,350 (70,350 dif)
Decision 4	Keep all of the 0.0625% revenues of Enviromental GRT (De-Earmarked) in the General Fund 2022-23	\$ 92,085	Estimated
	Additional Revenue & Cash Resources to the General Fund for 2022-23	\$ 981,405	

### RECAP OF ESTIMATED CASH, REVENUES, EXPENSES, AND ENDING CASH BALANCE 6/30/23

	Estimated Beginning Cash Balance 7/1/22	\$ 2,421,732	
+	Estimated Revenue	\$ 4,203,799	
+	Estimated Increase in Gross Receipts tax 0.125% (1/2 Year Jan - June)	\$ 90,000	Decision 1
+	Use Cash in PD Gross Receipts Tax Fund to Support General Fund for 2022-23	\$ 669,320	Decision 2
+	Keep 1/2 of 0.25% of the revenues from PD Gross Receipts Tax in the General Fund 2022-23 Estimated (After loan \$21,015 and \$52,728 to GF for raises, and \$30,000 to Care of Prisoners)	\$ 130,000	Decision 3
+	Keep all of the 0.0625% revenues of Enviromental GRT (De-Earmarked) in the General Fund 2022-23	\$ 92,085	Decision 4
+	Estimated Cash Transfers In (Other Funds)	\$ 87,728	
+	Additional Estimated Cash Transfers In (\$750,000) From Enterprise Funds	\$ 750,000	

-	Estimated Expenses (Budget Requests Before Raises)	\$ (6,606,220)	
=	Estimated Subtotal Cash Balance Before Raises	\$ 1,838,444	
-	Estimated Cash Needed to Support Raises	\$ (401,423)	
=	Estimated Subtotal Cash Balance After Raises	\$ 1,437,021	
	<b>Change in Estimated Ending Cash Balance:</b>		
	Estimated Subtotal Cash Balance After Raises	\$ 1,437,021	
	Cash Reserve Requirement 1/12th of expenses (including raises)	\$ (517,066)	
	Estimated Ending Cash Balance Reported to DFA	\$ 919,955	

## BUDGET REDUCTIONS FROM COMMISSION MEETINGS MAY 3 & 4, 2022

### GENERAL FUND

Facility Maint			
11000-57160	Telecommunications	\$	(1,000)
Fleet Service			
11000-2006-57160	Telecommunications	\$	<u>(1,500)</u>
		\$	(2,500)

### ENTERPRISE FUNDS

Golf			
	Subs & Dues		
	Increased for Liquor		
51800-50400-57150	Liscense	\$	<u>1,300</u>
		\$	1,300
Electric Department			
51400-6001-56020	Office Supplies	\$	(1,000)
	Trailer (Per Bruce)	\$	<u>(13,000)</u>
		\$	(14,000)
Sanitation			
5020-6004-58080	Vehicles	\$	<u>(110,000)</u>
		\$	(110,000)
Waste Water			
50300-6005-58080	Vehicles	\$	(10,000)
50300-6005-55999	Other Contract Serv	\$	(10,000)
50300-6005-56020	Office Supplies	\$	<u>(500)</u>
		\$	(20,500)



# GENERAL FUND 2022-23 EXPENDITURE DECISIONS NEEDED TO BE MADE:

## EXPENDITURES

SUB-RECIPIENTS REQUEST	2022-23 Requested	2021-22 Awarded	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Companion Action Team	\$ 2,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,500	
Domestic Abuse Intervention Center	\$ 3,500	\$ 2,500	\$ 1,000	\$ 2,000	\$ 1,500	
The Sierra Club	\$ 20,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 15,000	
Sierra Joint Office on Aging:	\$ 50,000	\$ 47,000	\$ 3,000	\$ 40,000	\$ 10,000	
*City paid appx \$16,537 in utilities 2021						
*City provides building free of rent						
*City pays insurance on building						
*City provides fiscal agent services at no charge						
<b>Total Sub-Recipient Request</b>	<b>\$ 76,000</b>	<b>\$ 61,000</b>	<b>\$ 15,000</b>	<b>\$ 48,000</b>	<b>\$ 28,000</b>	

## ANIMAL CONTROL

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Overtime	\$ 7,000	\$ 4,000	\$ 3,000	\$ 7,000	\$ -	
Standby	\$ 5,500	\$ 4,000	\$ 1,500	\$ 5,500	\$ -	
M&R Vehicles	\$ 6,500	\$ 2,000	\$ 4,500	\$ 2,500	\$ 4,000	
Office Supplies	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	
Employee Training	\$ 2,500	\$ 1,150	\$ 1,350	\$ 1,500	\$ 1,000	
Safety Supplies	\$ 4,000	\$ 500	\$ 3,500	\$ 2,000	\$ 2,000	
Subscriptions & Dues	\$ 1,000	\$ 300	\$ 700	\$ 1,000	\$ -	
Uniforms	\$ 3,000	\$ 2,500	\$ 500	\$ 3,000	\$ -	
Fuel	\$ 20,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 5,000	
<b>Total</b>	<b>\$ 50,500</b>	<b>\$ 24,950</b>	<b>\$ 25,550</b>	<b>\$ 38,000</b>	<b>\$ 12,500</b>	

Look at Budget Mid-Year.

ATTACHMENT C

**ANIMAL SHELTER**

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Overtime	\$ 5,000	\$ 3,000	\$ 2,000	\$ 5,000	\$ -	
Health Benefits	\$ 29,578	\$ 23,574	\$ 6,004	\$ 29,578	\$ -	
Contract Professional Services - Euthanasia, Vet Bills, Getting animals spade and neutered	\$ 25,000	\$ 10,700	\$ 14,300	\$ 15,000	\$ 10,000	
Other Contract services - cremation services	\$ 8,000	\$ 6,000	\$ 2,000	\$ 8,000	\$ -	
Field/Other Supplies	\$ 18,000	\$ 13,245	\$ 4,755	\$ 16,000	\$ 2,000	
<b>Total</b>	<b>\$ 85,578</b>	<b>\$ 56,519</b>	<b>\$ 29,059</b>	<b>\$ 73,578</b>	<b>\$ 12,000</b>	

**GOVERNING BODY**

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Salaries & Benefits	\$ 62,400	\$ 41,499	\$ 20,901	\$ 62,400	\$ -	
Employee Training	\$ 4,000	\$ 2,000	\$ 2,000	\$ 4,000	\$ -	
Insurance claim, deductibles, litigation judgements and settlements	\$ 100,000	\$ 6,670	\$ 93,330	\$ 75,000	\$ 25,000	
<b>Total</b>	<b>\$ 166,400</b>	<b>\$ 50,169</b>	<b>\$ 116,231</b>	<b>\$ 141,400</b>	<b>\$ 25,000</b>	

**POLICE DEPARTMENT**

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Salaries						
2 additional Police Officers w/benefits	\$ 127,862		\$ 127,862	\$ 127,862	\$ -	
1 Full time Evidence Tech w/benefits	\$ 39,259		\$ 39,259	\$ -	\$ 39,259	
Overtime	\$ 85,000	\$ 70,000	\$ 15,000	\$ 85,000	\$ -	
Standby	\$ 15,000	\$ 13,800	\$ 1,200	\$ 15,000	\$ -	
SCRDA Contract	\$ 196,000	\$ 173,592	\$ 22,408	\$ 196,000	\$ -	
Fuel	\$ 50,000	\$ 38,500	\$ 11,500	\$ 50,000	\$ -	
Software	\$ 38,000	\$ 22,800	\$ 15,200	\$ 38,000	\$ -	
M&R Buildings	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	
<b>Total</b>	<b>\$ 561,121</b>	<b>\$ 323,692</b>	<b>\$ 237,429</b>	<b>\$ 516,862</b>	<b>\$ 44,259</b>	

Remove Evidence Tech

# MUNICIPAL COURT

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Salaries & Benefits						
Judge (Salary and Benefits)	\$ 70,067	\$ 70,067	\$ -	\$ 70,067	\$ -	
Court-Clerk Administrator (Salary and Benefits)	\$ 65,281	\$ 65,281	\$ -	\$ 65,281	\$ -	
Court Clerk II (Salary and Benefits)	\$ 38,952	\$ 38,952	\$ -	\$ -	\$ 38,952	
Additional Full Time Position (Salary and Benefits)	\$ 58,316		\$ 58,316	\$ -	\$ 58,316	
					\$ -	
Attorneys Fees	\$ 13,000	\$ 10,700	\$ 2,300	\$ 5,000	\$ 8,000	
Total	\$ 245,616	\$ 185,000	\$ 60,616	\$ 140,348	\$ 105,268	

Remove Court Clerk II currently in place

Do not hire requested new position

Did not spend any in 2021-22. Reduce to \$5,000

Total Cost for Municipal Court 267,671 258,413

# MUNICIPAL COURT ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Annual software	\$ 10,000	\$ 1,000	\$ 9,000	\$ 1,000	\$ 9,000	

Possibly do not purchase new software

Total Cost for Administrative Office of the Courts \$ 14,000 \$ 12,500

# OVERALL BUDGET INCREASES AND POSSIBLE REDUCTIONS

Requested  
over 2021-22  
\$ 492,885

Possible Savings  
to 2022-23  
\$ 236,027

**LODGER'S TAX CITY'S PORTION DECISIONS TO BE MADE**

City's Portion of Lodger's Tax is \$ 95,098

		22-23 Request	21-22 Allocation	Suggested 2022-23 Budget	Commission Directive
Sub-Recipient Requests:					
	Geronimo Trail Scenic Byway	\$ 7,000	\$ 5,000	\$ 4,000	
	Mainstreet	\$ 45,000	\$ 45,000	\$ 35,000	
	Sierra County Recreation & Tourism Advisory Board	\$ 17,000	\$ 17,000	\$ 10,000	
	Sunny 505	\$ 25,000	\$ 25,000	\$ 25,000	
City's Portion of All Other Costs					
	Golf Course Allocation (Cash Transfer Out)	\$ 50,000	\$ 50,000	\$ 50,000	
	Lindmark - Bill Board Advertising (Contract is for 1 more year)	\$ 9,000.00	\$ 9,000	\$ 9,000	
		\$ 153,000	\$ 151,000	\$ 133,000	
Over City's Portion of Lodger' Tax		\$ (57,902)		\$ (37,902)	

ATTACHMENT D



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: F.2

**SUBJECT:** City Commission Regular Minutes, May 25, 2022  
**DEPARTMENT:** City Clerk's Office  
**DATE SUBMITTED:** June 3, 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 6-08-2022

**CITY COMMISSION MEETING MINUTES  
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO  
CITY COMMISSION CHAMBERS, 405 W. 3<sup>RD</sup> St.  
WEDNESDAY, MAY 25, 2022**

**A. CALL TO ORDER:**

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

**B. INTRODUCTION:**

**1. ROLL CALL:**

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

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

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

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

**2. SILENT MEDITATION:**

Mayor Pro-Tem Forrister called for fifteen seconds of silent meditation, and asked that everyone please keep all the firefighters and everyone dealing with the fire going on in their thoughts and prayers. We are now the 2<sup>nd</sup> priority in the United States for this fire.

Police Chief Rodriguez also asked that we keep the students and teachers who lost their lives in the school shooting in Texas.

**3. PLEDGE OF ALLEGIANCE:**

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

**4. APPROVAL OF AGENDA:**

**Mayor Pro-Tem Hechler moved to approve the agenda with the following changes; Remove item C; move item H4 after the Consent Calendar, and move items I8 through items I11 immediately after G1. Commissioner Fahl seconded**

**the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**C. PRESENTATIONS:**

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

Item was removed from the agenda.

**D. PUBLIC COMMENT (3 Minute Rule Applies):**

Diane Gunning addressed the Commission with comments related to various comments. (Complete copy attached hereto and made a part hereof).

Yarrow Dankert addressed the Commission with comments related to various comments. (Complete copy attached hereto and made a part hereof).

Ron Pacourek addressed the Commission with comments related to various comments. (Complete copy attached hereto and made a part hereof).

Rick Dumiak addressed the Commission with comments related to various comments. (Complete copy attached hereto and made a part hereof).

George Henson addressed the Commission with comments related to:

- (1) He has been working hard to accomplish what the city has asked for in regards to his property.

Carmen Trujillo addressed the Commission with comments related to:

- (1) She heard that the city is going to charge the Swim Team \$4,000 to use the city pool. The Swim Team is a wonderful program for the kids in our community, so she hopes that the city can reduce the fee for the Swim Team to use the pool.

Lynn and Jerome Gray submitted comments to the Clerk. (Complete copy attached hereto and made a part hereof).

Martin Mijal submitted comments to the Clerk. (Complete copy attached hereto and made a part hereof).

**E. REPORTS:**

**City Manager Swingle reported the following:**

- We still have vacancies on various advisory boards. We have two vacancies for the Airport Advisory Board. We have five vacancies on the Golf Course Advisory Board. We have two vacancies on the Lodgers Tax Advisory Board. We have two vacancies on the Impact Fee Advisory Board, and we have three vacancies on the Planning & Zoning Commission. We have received applications for the

**PUBLIC COMMENTS FOR Truth or Consequences City Commission Meeting/Hearing 25 May 2022**  
by Diane Gunning, 709 Wyona St, Truth or Consequences, NM 87901

**Topics:**

- 1) The Survey for neighborhood input regarding support for the art installation on the private property of George Henson, 731 Wyona St, which I wrote, that was mistakenly turned in as part of his court case against the City of T or C for their demands that he remove the portion of his art installation which is on City property, which has been represented by the City Lawyer as negatively affecting the suitability of approval of Rick Dumiaik, a signer of the survey, for a seat on the Planning and Zoning Commission.
- 2) The request for variance to City Ordinance Code 15-15 A.1.b. for the requirement for BLOCK 30 Palomas Hot Springs Townsite to have "direct, legal, unobstructed access to an existing City maintained street", which it does not have.

**Good Morning Esteemed City Commission Members and City Representatives,**

As I mentioned in the 19 May 2022 Planning and Zoning meeting, and was not allowed to say in the 11 May 2022 City Commission meeting, the Survey that the City Lawyer used to malign Rick Dumiaik with was written by me. I gave it to George Henson to begin gathering names of neighbors and visitors to his property at 731 Wyona St to show that his collection of found objects is not objectionable to many people. George misunderstood the purpose of the survey and when it had only about 15 names on it, he turned it in as part of a lawsuit with the City. The City has ordered George to remove his found objects from City property, because construction is planned at the end of Wyona St. This survey specifically mentions only private property, not property belonging to the City, yet the City Lawyer tried to make the case that Rick is not fit to have a seat on the Planning and Zoning board because by signing this survey, he has shown his willingness to go against the City in the lawsuit being heard later today, thereby possibly causing the City financial harm. Nothing could be further from the truth.

Rick is a dedicated and knowledgeable candidate for a seat on the Planning and Zoning Commission. He is a firm supporter of the codes, and is in fact the person who spoke up at the 7 April Planning and Zoning Meeting to point out that the request to replat Block 30, which is also being voted on today, is against the code. He did not state personal opinion or desire, or an appreciation of art for his opposition to this summary plat amendment, he quoted the code.

The code states that a summary plat amendment requires the lots to have "direct, legal, unobstructed access to an existing City maintained street." BLOCK 30 is an island in the midst of the City drainage plain, which becomes flooded and swamp-like when it rains heavily. There is **NO ACCESS** to a paved City Street. The landowner, Nathan Stephens, knew this when he purchased the property. He claims he thought he could use the dirt road that connects to Van Patten St. He was wrong. The dirt road crosses



property belonging to other individuals and has a gas pipeline at the side and he cannot just pave this road.

So because he did not do his research beforehand, after the fact he wants to connect his property to Wyona St, a dead end street, with a bridge. He stated at the Planning and Zoning hearing on 19 May 2022 that he plans to build this bridge going up over the dirt berm at the end of Wyona St to his property in order to build his development of 24 condos. This dirt berm rises at least 4 or 5 ft above street level. The road regrading necessary to create this bridge will obstruct access to certainly George Henson's house and possibly the other two nearest homes.

He also stated that this bridge would be no problem because he owns property next to the drainage ditch on Van Patten St and it has never flooded in 12 years.

However, look at a map. His property at 825 Van Patten St is not "next to the **concrete ditch**". At the very closest the front of the building it is about 25 ft from the edge of the concrete ditch. At the back of the building it is about 48 ft from the concrete ditch.

Furthermore, the drainage ditch at this point **IS** a concrete ditch, with **concrete sides**, and measures about 15 ft across.

The drainage ditch at Wyona St is not a concrete ditch. Its sides are made up of dirt and rocks, part of which is the aforementioned dirt berm at the end of Wyona St! George Henson's property at 731 Wyona St is exactly next to and in line with that dirt berm! He is **ZERO** ft away from the drainage ditch!

The drainage ditch at this point is about 40 ft across to the edge of the dirt road. It is about 90 ft at this point to the edge of Nathan's property that he intends to begin building on. The ditch widens even more into a flat drainage plain beyond Nathan's BLOCK 30.

We neighbors on Wyona St, on BLOCK 26 between the intersection of Post St and the dead end, are all vehemently against this proposed development in the drainage plain. We have not complained about the development of the entire block of 16 lots directly across the street from us, other than to complain about the large amounts of dust that blows into our homes due to the stripping of vegetation from the lot. This is normal development on a paved street with access to City water and sewer lines.

However, BLOCK 30 floats like an island in the midst of the drainage plain. It will be like a **tumor** that must create its own blood vessels to support its growth. A tumor does not have the interests of the body in mind, only its own. It saps the strength and resources of the body for its own purposes. It is a parasite that taxes the surrounding area by its uncontrolled growth.

Why is the City of T or C, the body, so anxious to let this tumor in to begin feeding and growing? It should be stopped now before a chain of events occur to keep it growing. Next it is going to need access to Post St in order to connect with the rest of the "body". It will need another variance to do so because

at bare minimum the center of the required emergency vehicle turnaround will be more than 545 feet from the intersection when the maximum distance allowed is 500 ft.

The City could stop this now, nip it in the bud. It could save the developer money down the line when by all rights the engineers and Flood Control department put an end to his plans, or when heavy rains flood his area and interfere with his building. It could save the City money down the line when it will be responsible for maintaining this bridge, and for the potential flooding issues that will be created.

Growth in itself is not bad. Growth in the wrong spot, of the wrong size, IS bad. Please stop it now before things go any further.

Thank you,

Diane Gunning

## TorC City Clerk

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**From:** Martin Mijal <martinmijal@yahoo.com>  
**Sent:** Wednesday, May 25, 2022 7:34 AM  
**To:** TorC City Clerk  
**Subject:** comment to city council 25 May 2022

Dear City Council

The P & Z approved by a vote of 2 to 1 to let the City build a bridge & pave a street so Nathaniel Stevens can build his 24 mini-condos & 48 parking spaces in the area west of the Monsoon Drainage Canal on Wyona Street that is currently undeveloped.

This is an unreasonable increase in traffic which is against the code. Please over-ride the P & Z and do not let this gross increase in traffic overwhelm our tiny residential street not designed for such a large volume of cars & trucks.

I know this is a complicated issue & the future of our city's Air B&B's will make a large impact on our traffic patterns, infrastructure demands, & taking away housing from many of our impoverished citizens.

Martin MIJAL 721 Wyona Street

25 May 2022 Truth or Consequences City Commission Meeting

Good Morning,

Diane Gunning, 709 Wyona Street

At the 11 May Commission meeting, during the consideration of Rick Dumiak for a seat on the Planning and Zoning Board, the City Lawyer questioned the suitability of Rick for the position as Rick had signed a Survey that I had written in support of the found object art installation of George Henson on George's private property on Wyona St.

The City Lawyer feared that this meant that Rick would stand against the City on the lawsuit between George Henson and the City that is to be heard later today, regarding found objects that George had arranged on the dirt berm and easement at the dead end of Wyona St, and possibly cause the City a financial loss thereby.

*^ could*

Besides being a misrepresentation of the facts, this was an attack on Rick Dumiak's integrity and he deserves an apology from the City. Besides being knowledgeable and qualified for a seat on the P & Z board, Rick is an honest person who loves the City and would totally work on its behalf. He would do so by exercising impartial judgement and solid adherence to the City Ordinance Codes. Perhaps this is the real issue for the City.

*Rick*

He is the one who pointed out at the 7 April Planning and Zoning meeting that the summary plat amendment request for Nathan Stephen's BLOCK 30 was illegal as the land did not fill the requirement of having "direct, legal, unobstructed access to an existing City maintained street". A variance for this requirement is up for vote here later today.

The residents of the dead end block of Wyona Street have not protested other development on our street, even the development of the 16 lots on the entire side of street across from us.

However we are totally against the plan to build the amount of 24 homes on the 11 lots that Nathan wants to develop and the bridge that he plans to build at the end of our street as sole access to these homes. The City has already stated its total desire to see this development and bridge happen.

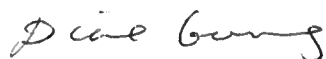
The variance will allow 24 homes and 48 parking spots to be built in the middle of the City drainage plain.

1. This will increase traffic on our street astronomically.
2. Roofs and hardscape will cause additional runoff in the drainage plain
3. Already overtaxed water and sewer lines will have to be extended
4. The re-grading for the bridge will block and possibly damage homes on Wyona St
5. The development will need a cul de sac emergency vehicle turnaround that will be well over the code limit of 500 ft from the intersection with Post St
6. The bridge will promote flooding on Wyona St
7. This development would open the way for more development in the drainage plain that could also use our street for access, more traffic, more problems in the drainage plain and on our street

This development will be like a tumor growing in a place it should not be that is creating its own blood vessels to sap the life force of the body. A tumor does not live for the benefit of the body, it lives for itself and its own purposes.

Please stop this unnatural and unhealthy growth, nip it in the bud now before the developer wastes more time and money, and before the City becomes liable for a costly mistake.

Thank you,



Diane Gunning

Fwd: City of TorC Commission Meeting Help

From: Yarrow (yamz26@yahoo.com)  
 To: dankart71@gmail.com  
 Date: Tuesday, May 24, 2022, 07:25 AM MDT

Yarrow Dankert

Begin forwarded message:

**From:** "Destiny Mitchell (via SwimTopia)" <noreply+sierracountytigersharks@swimtopia.net>  
**Date:** May 23, 2022 at 9:05:52 PM MDT  
**To:** Yarrow Dankert <yamz26@yahoo.com>  
**Subject:** City of TorC Commission Meeting Help  
**Reply-To:** Destiny Mitchell <destinydawn14@hotmail.com>

Dear Swim Team Parents and Members,

I wanted to give a brief history of our swim team sponsorships, in relation to the upcoming City of TorC commission meeting regarding pool rental fees taking place this Wednesday. I would like to urge any and all swim team family members to attend, or write letters to support our organization if possible.

The Sierra County Swim Team began in 1986 with a handful of parents, two handfuls of children, and retired Olympic Coach CJ "Russ" Johnson. From 1986-1993 the swim team was not charged to use the facility, was not required to have their own lifeguards or insurance, and all swim team members got free admission to the pool. In 1994, the swim team joined the Sundance Aquatic Association, a seasonal competitive league out of Albuquerque, encompassing over 16 teams across the state including Belen, Socorro, Las Lunas, Deming, Silver City and TorC. We changed our name to the TorC TigerSharks around 1995, and have since

continued to represent the City of TorC, every year, for the past 22 years, at all of the swim meets and the SAA State Championships each July (sans 2020).

The TorC TigerSharks are a "wet-walking-billboard" for the City of Truth or Consequences, and have been responsible for numerous 'word of mouth' tourists from up north to travel to our special community. Somewhere around 2005, the City of TorC began charging pool entrance fees per swimmers, something not done in the past, and the team shrank in size because of this. Somewhere around 2015, the City of TorC began charging pool rental fees to the swim team, in order to offset the cost of their practices, as City Employees were required to be present to lifeguard during their allotted time. From 2015-2017, the swim team worked under a rental agreement which would allow them to swim year around for \$50 per week in the summer May 1st-July 31st. After Coach Destiny left City of TorC employ, the team was negotiated and contracted to continue to pay the \$50.00 per week as per the previous agreement. However, in 2021, that all changed. During 2018-2021, the swim team supplied their own lifeguards at their own cost mind you.

The previous administration at the pool did not quite understand about private program contracts, those entered into by such entities as the NM State Parks, AppleTree Day Care, Tresco Tots, Sierra County Swim Team, local Physical Therapists, or the Club of Sierra County. City employees and admin, attempting to "streamline" the pool rental agreements, set the pool rental fees at \$50 PER HOUR for any and all rentals. The Swim Team understands that they need to have some buy in to the City of TorC pool, and have paid the previous \$50 per week for 2018 and 2019 (~\$400), and came up with a negotiated cost for 2021 @ \$850 per season, but they are now being asked to pay \$50 PER HOUR to use the facility for practices. This would work out to an estimated \$4,000 to use the City of TorC swimming pool for the 2022

season. We went from nothing, to \$400, to \$850, to \$4,000 faster than you can say "UNFAIR!"

It is up to your City of TorC commissioners, (sans Destiny) to vote this Wednesday on exactly how much money needs to be floated upon the backs of our youth. It already costs more to join the swim team than any other youth program, because of insurance, uniforms, accessories, and registration fees. Why are we placing these debts on an already indebted team? What will happen to other youth programs such as Appletree or The Sierra Club? Will they have to go somewhere else to swim this summer? Will the swim team have to find another pool to practice in because the rates are too much? These are quality of life issues. Once upon a time we were sponsored by the City of TorC, we were encouraged, and we were supported. As of this current year, we are not. These are things we need to think about for the future of our team.

I urge our swim team parents to speak out at this Wednesday City Commission meeting, and at the bare minimum, to question why this specific youth organization is being charged extravagantly more than any other youth program in the City? What does little league pay for its season? What about Soccer? Softball? Gymkhana? HS Tennis Club? Golf Club? Are any other of these youth organizations being gouged at the \$50 per hour rate that the Swim Team is attempted to be subjected to? I don't have those answers.

At this point in time, we cannot afford to transfer rental fees on to the parents, and we would have to sell a heck of a lot of cupcakes or wash a heck of a lot of cars to meet the proposed rental fee agreements. Couple that with the fact that we will be required to supply our own lifeguards, (certified and volunteers), supply our own insurance of said lifeguards and volunteers, and provide "free" swim lessons to the community, from the ONE certified swim coach in the area, who normally charges \$50 per month per student, causing

Stop  
scarcity  
mindset  
Move to  
prosperity  
mindset

her to lose even further revenue in order to conform to their "discounted" rate, is ludicrous.

I don't know how the commissioners will vote on Wednesday, but I do know that the TorC TigerSharks are taking a major hit when it comes to proposed rental fees. I know that myself, personally, will have to seek other work and compensation to maneuver through these changes. And I do not wish to transfer the costs of these fees to the parents, and will do everything in my power not to incur further costs to the team, but there may potentially be a further "rental" fee transferred to our parents if this "agreement" goes through.

I hope that you all will attempt to help us this coming Wednesday, May 25, 2022, 9:00 AM. Parents can speak at public comment about these issues, and/or any other issues they see, such as lack of chairs, lack of shade, lack of support, etc. I have been doing this for 20+ years, and never have we had such issues regarding the swim team. I thank you for your support in this, and I am sorry for the short notice. Viva La Swim Team! We've made so much progress thus far, I hope we can continue! :)

Sincerely,

Coach Destiny

You received this message because of your affiliation with [Sierra County Tiger Sharks](#)

Download the **SwimTopia Mobile App** on the [App Store](#) or [Google Play](#)



RON PACOUREK 575-740-4747

## OVER CHARGING EVERY T or C WATER CUSTOMER

In reference to Ordinance 712 the city's utility's have been over charging every water customer since after Oct 2021 When Mr Swingle announce the increase 5.4% based on CPI. The ordinance was not implement as written

Read the heart of the ordinance 712.

I have tried three times to have ordinance 712 put on the PUAB agenda to clarity The verbiage and amend it so it would not be misinterpreted when implemented. But have been denied all three times.

So I went to manager Swingle with this issue of this ordinance being implemented incorrectly that the RATES should be increased by the CPI NOT the base customer charge is a fee a set price not a calculated rate.

Mr.Swingle and I met three times about this issue he said he would look into it and talk to city attorney Ruben and after months I have not got any resolution .

So I'm bringing this issue to the city commissioners who represent us to fix this over charge to all the water customers.

July is coming up and the inflation is about 8.3 and or going to be higher.

FEES and RATES There so many discrepancies in our ordinances. for example

Municipal code 14-79 in ordinance 498 (sewer rates) Each July and every year hereafter, the FEES shall be subject to be adjusted automatically to reflect a five percent increase.

Municipal code 11-14.1 FEES in ordinance 648 (solid waste) Each July of every year hear after the FEES shall be adjusted automatically to reflect a five-percent increase.

T or C price sheet does not reflect these words FEE or RATE only the word charge. Banks have Deposit Rates, Loan Rates; overdraft, late, certified check. FEES.

The other utility company in T or C is the New Mexico Gas Co. on there price sheet only has FEES and RATES on it, no were is the word CHARGE on it.

T or C utility's need to come into the 21<sup>st</sup> century business world.



## CITY OF TRUTH OR CONSEQUENCES

### ORDINANCE 712

#### AN ORDINANCE AMENDING THE CITY OF TRUTH OR CONSEQUENCES MUNICIPAL CODE OF ORDINANCES, BY AMENDING SECTION 14-38 OF THE CODE PERTAINING TO WATER RATES - GENERALLY

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

*Section one.* That section 14-38 of the Code of Ordinances of the City of Truth or  
Consequences be amended so that such section shall read as follows:

#### SEC. 14-38. - WATER RATES—GENERALLY.

- (a) *Rates to residential and commercial customers within the City limits and the Village of  
Williamsburg.* The rates for water are as follows:

Base Customer charge: <del>charge</del> <b>FEE</b>	\$15.50 per month (includes first 2,000 gallons)
Usage charge: <del>charge</del> <b>RATE</b>	
2,001-7,000 gallons	\$2.71 per each 1,000 gallons
7,001-15,000 gallons	\$3.07 per each 1,000 gallons
15,001-29,000 gallons	\$3.45 per each 1,000 gallons
29,001-50,000 gallons	\$3.88 per each 1,000 gallons
In excess of 50,000 gallons	\$4.33 per each 1,000 gallons

There shall be an annual increase equivalent to the CPI (Consumer Price Index) in all of the  
above rates with the first increase commencing on July 1, 2021, **AND REVIEWED EVERY 3 YEARS**

- (b) *Meters required.* The Governing Body shall require consumers to install water meters with  
the exception of services installed for fire suppression.
- (c) *Shortage of water.* When there is a shortage of water supply of the City, the Governing  
Body reserves the right to control the manner of use and time of use by consumers of water  
supplied to them by the system, and to make such rules and regulations therefore by  
proclamation of the Governing Body. Any consumer taking or using water contrary to such

regulations and rules, as may be promulgated in such proclamation, shall be deemed guilty of a misdemeanor.

- (d) *Rates to consumers outside the City limits.* Rates charged to consumers outside the City limits are the same as those rates set forth in section 14-38(a), Water rates—Generally.

(1) *Reference:* As provided in section 14-28(b) Service—Applications; extension: All requests and proposals to supply water to consumers outside the City limits and all proposed water system plans, designs, and specifications to deliver water beyond the City limits require prior approval by the City Commission.

(2) *Reference:* As provided in section 14-28(a) Service—Applications; extension: Applicants who wish to have water supplied beyond the City limits shall be responsible for "payment for necessary line extensions."

The City reserves the right to deny applications and requests to supply water beyond the corporate limits of the City when in the opinion of the City Manager and by vote of the City Commission such requests would impair the supply of water to existing customers located within the corporate limits of the City.


- (e) *Industrial fire plug meter.* The minimum monthly charge shall be \$91.91, which shall entitle the consumer up to 50,000 gallons per month. The second 50,000 gallons consumed shall be charged at the rate of \$1.84 per 1,000 gallons. The third 50,000 gallons consumed shall be charged at the rate of \$2.02 per 1,000 gallons. All water consumed in excess of 200,000 gallons per month shall be charged at the rate of \$2.22 per 1,000 gallons.
- (f) *Effluent water/recycled water.* The charge shall be \$1.35 per 1,000 gallons. If a meter is used, the minimum monthly charge shall be \$25.00 plus actual usage.

(Code 1962, § 3-3-12; Ord. No. 371, 5-14-90; Ord. No. 387, 11-12-91; Ord. No. 405, 2-8-93; Ord. No. 411, 1-10-94, Ord. No. 459, § 1, 7-13-98; Ord. No. 475, § 1, 7-24-00; Ord. No. 491, § 1, 3-26-01; Ord. No. 497, §§ 1, 2, 7-9-01; Ord. No. 521, § 1, 10-16-02; Ord. No. 526, § 1, 5-27-03; Ord. No. 530, § 1, 8-25-03; Ord. No. 572, 6-20-07)

**Section two.** Subsections 14(b) – 14 (f) shall remain in full force and effect.

**Section three.** Effective date: The provisions of this Amended Ordinance shall become effective April 1, 2020.

**PASSED, APPROVED, and ADOPTED by the GOVERNING BODY of the CITY OF TRUTH OR CONSEQUENCES this 26<sup>th</sup> day of February, 2020.**



*Sandra Whitehead*

SANDRA WHITEHEAD - Mayor

*Angela Torres*

ANGELA TORRES - Interim City Clerk

**BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION**

IN THE MATTER OF THE APPLICATION )  
OF NEW MEXICO GAS COMPANY, INC. )  
FOR APPROVAL OF REVISIONS TO ITS )  
RATES, RULES, AND CHARGES PURSUANT )  
TO ADVICE NOTICE NO. 87 )

Case No. 21-00267-UT

NEW MEXICO GAS COMPANY, INC. )

Applicant. )

**NOTICE TO NMGC CUSTOMERS**

New Mexico Gas Company, Inc. ("NMGC" or "Company") is providing the following information to you regarding NMGC's request to change the rates it charges for delivering natural gas to your home and business as required by the New Mexico Public Regulation Commission ("NMPRC or Commission"). This notice is being given to you for your information and describes the process the NMPRC uses to consider NMGC's rate change request. No action is required on your part unless you would like to participate in this process.

The information below outlines the rate changes that could take place for delivering natural gas to your home or business. The changes requested may affect all customer classes. You are welcome to review documents related to the filing or attend the hearing on the filing itself.

Please keep in mind that the cost of the natural gas you use will continue to be billed to you with no mark-up. According to NMGC, this rate request is for an increase to the cost of service which includes the "Monthly Access Fee" and does not affect the cost of the natural gas provided to you.

On December 13, 2021, NMGC filed a request with the Commission to amend its rate schedules and change its rates for delivering natural gas services to your home and business. NMGC is requesting total additional base rate revenues of \$40.7 million, which if approved, would be an increase of approximately 20.8% above its current operating revenues.

Examples of the anticipated residential bills at various gas consumption levels, assuming that the new proposed rates NMGC are approved, but excluding applicable fees and taxes, are shown below in Table 1.

*Table 1 - Anticipated Residential Bills by Consumption level.*

ANTICIPATED MONTHLY RESIDENTIAL BILL	\$ PER THERM	0 THERMS	50 THERMS	100 THERMS	200 THERMS	300 THERMS
Monthly Access Fee	\$ 4.25	\$ 14.25	\$ 14.25	\$ 14.25	\$ 14.25	\$ 14.25
Transmission Rate	\$ 0.1207	\$ 0.00	\$ 6.04	\$ 12.07	\$ 24.14	\$ 36.21
Distribution Rate	\$ 0.1661	\$ 0.00	\$ 8.31	\$ 16.61	\$ 33.22	\$ 49.83
Cost of Gas*	\$ 0.5822	\$ 0.00	\$ 12.75	\$ 25.50	\$ 51.00	\$ 76.50
Other Fees and Taxes**		\$ 1.67	\$ 7.15	\$ 12.63	\$ 23.58	\$ 34.54
Residential Total Proposed Monthly Bill		\$ 15.92	\$ 64.85	\$ 113.78	\$ 211.63	\$ 309.49
Residential Current Monthly Bill		\$ 13.42	\$ 59.39	\$ 105.37	\$ 197.31	\$ 289.26

\*For illustration purposes, this is the forecasted weighted average Cost of Gas for the 2023 Future Test Year in the rate case. NMGC passes through the direct costs of gas on to you with no mark-up.

\*\*Includes other applicable fees and taxes for residential customers.

Currently, the average residential therm-use ranges from a low of 14 therms in August to a high of 127 therms in January. If NMGC's proposed new residential rates are approved, the monthly bill for an average residential customer using 53 therms of gas a month would increase \$5.63 reflecting a 9.1% increase over 2021 residential rates, if the cost of gas portion of the bill does not change.

Below are the present and proposed rate components for each customer rate class for which an increase is proposed. These rates are included as portions of the lines labeled "Distribution", "Transmission", and "Access Fee" on your bill. Also, on your bill, your particular customer rate class is listed above the line on your bill that reads "Cost of Gas."

*Table 2 - Present and Proposed Rate Changes by Rate Class*

CUSTOMER RATE CLASS	RATE COMPONENT	PRESENT RATE	PROPOSED RATE	PERCENT CHANGE
Residential Rate No. 10	Monthly Access Fee	\$ 12.00	\$ 14.25	18.8%
	Transmission (\$/Therm)	\$ 0.0675	\$ 0.1207	78.8%
	Distribution (\$/Therm)	\$ 0.1661	\$ 0.1661	0.0%
	Total Percentage Change			20.5%
Irrigation Service Rate No. 30	Monthly Access Fee	\$ 34.80	\$ 36.40	4.6%
	Transmission (\$/Therm)	\$ 0.0381	\$ 0.0354	-7.1%
	Distribution (\$/Therm)	\$ 0.0376	\$ 0.0376	0.0%
	Total Percentage Change			0.0%
Water and Sewage Pumping Rate No. 31	Monthly Access Fee (<200,000 Therms/Year)	\$ 101.90	\$ 107.00	5.0%
	Monthly Access Fee (>200,000 Therms/Year)	\$ 175.00	\$ 175.00	0.0%
	Transmission (\$/Therm)	\$ 0.0439	\$ 0.0432	-1.6%
	Distribution (\$/Therm)	\$ 0.0462	\$ 0.0415	-10.2%
	Total Percentage Change			0.0%
Cogeneration Rate No. 35	Monthly Access Fee (<450,000 Therms/Year)	\$ 55.00	\$ 55.00	0.0%
	Monthly Access Fee (>450,000 Therms/Year)	\$ 350.00	\$ 350.00	0.0%
	Transmission (\$/Therm)	\$ 0.0337	\$ 0.0342	1.4%
	Distribution (\$/Therm)	\$ 0.0786	\$ 0.0454	-42.2%
	Total Percentage Change			0.0%
Gas Airconditioning Rate No. 37	Monthly Access Fee	\$ 19.40	\$ 23.00	18.6%
	Transmission (\$/Therm)	0.0259	\$ 0.0259	0.0%
	Distribution (\$/Therm)	\$ 0.0340	\$ 0.0431	26.8%
Total Percentage Change				26.0%
Compressed Natural Gas Vehicle Fuel Rate No. 39	Distribution (\$/Therm)	\$ 0.0514	\$ 0.0648	26.1%
	Total Percentage Change			26.1%
Small Volume - General Service Rate No. 54	Monthly Access Fee	\$ 23.50	\$ 27.75	18.1%
	Transmission (\$/Therm)	\$ 0.0737	\$ 0.1074	45.7%
	Distribution (\$/Therm)	\$ 0.0788	\$ 0.0788	0.0%
	Total Percentage Change			20.5%
Medium Volume - General Service Rate No. 56	Monthly Access Fee	\$ 109.00	\$ 130.00	19.3%
	Transmission (\$/Therm)	\$ 0.0564	\$ 0.0708	25.5%
	Distribution (\$/Therm)	\$ 0.0521	\$ 0.0661	26.9%
	Total Percentage Change			26.0%
Large Volume - General Service Rate No. 58	Monthly Access Fee	\$ 1,240.00	\$ 1,475.00	19.0%
	Transmission (\$/Therm)	\$ 0.0492	\$ 0.0492	0.0%
	Distribution (\$/Therm)	\$ 0.0404	\$ 0.0799	97.8%
	Total Percentage Change			26.0%
Sale for Resale Rate No. 61	Monthly Access Fee	\$ 2,000.00	\$ 2,000.00	0.0%
	Transmission (\$/Therm)	\$ 0.0270	\$ 0.0382	41.5%
Total Percentage Change				26.0%

<b>CUSTOMER RATE CLASS</b>	<b>RATE COMPONENT</b>	<b>PRESENT RATE</b>	<b>PROPOSED RATE</b>	<b>PERCENT CHANGE</b>
Non-NMGC End Use Rate No. 70 Total Percentage Change	Transmission (\$/Therm)	\$ 0.0202	\$ 0.0254	25.7% 25.7%
Compressor Fuel Rate No. 72 Total Percentage Change	Monthly Access Fee Transmission (\$/Therm)	\$ 0.00 \$ 0.00	\$ 250.00 \$ 0.0251	N/A
District Energy System Service Rate No. 114 Total Percentage Change	Monthly Access Fee Transmission (\$/Therm) Distribution (\$/Therm)	\$ 1,250.00 \$ 0.0356 \$ 0.0342	\$ 1,475.00 \$ 0.0461 \$ 0.0420	18.0% 29.5% 22.8% 26.1%
Transportation to Ciniza Refinery Rate No. 819	Proposed Cancellation			

The rate changes by customer class identified above are for informational purposes only, and the final rate design approved may vary the rates ultimately charged to each customer class and for each consumption level.

NMGC's proposed new rates are based on a Base Year Period measured from July 1, 2020 through June 30, 2021, and a Future Test Year measured from January 1, 2023 through December 31, 2023.

NMGC is requesting a return on common equity of 10.1%, and a weighted average cost of capital of 6.89%.

NMGC is proposing changes to its rate design to include an integrity management cost recovery mechanism, a new proposed rate for customers operating compressor facilities, a modification to its Rate No. 39 to facilitate the development of compressed natural gas stations and vehicles usage in the State and increases in access fees for certain rate classes.

New Mexico Gross Receipts Tax and any applicable franchise fees charged by governmental entities will remain as a separate line item on your bill and are not part of NMGC's revenue request in this case.

On January 5, 2022, the Commission issued an Initial Order suspending NMGC's proposed rates for a period of nine months starting January 12, 2022 and appointing the undersigned to preside over the proceeding and issue a recommended decision.

NMGC's application has been assigned Case No. 21-00267-UT by the Commission and inquiries should refer to that case number.

The present procedural schedule for this case is as follows:

- a. Any person desiring to intervene in the proceeding must file a motion to intervene by April 4, 2022, pursuant to 1.2.2.23 NMAC. All motions for leave to intervene shall be served on all existing parties and prospective intervenors of record.
- b. Staff shall, and any intervenors may, file testimony shall by May 25, 2022.
- c. Any stipulation and supporting documents pursuant to 1.2.2.20 NMAC including the reconciliation statement containing the information listed in 1.2.2.36(F) NMAC may be filed on or before June 7, 2022. Any stipulation shall, at a minimum, identify the following cost of service components to apply following issuance of a final order: depreciation rates; return on equity; tax unadjusted weighted average cost of capital; and annual amortization amount for each amortized item in the cost of service.
- d. Opposition to any stipulation shall be filed by June 13, 2022.
- e. Rebuttal testimony or in the alternative, testimony in support of a stipulation shall be filed by June 15, 2022.
- f. Testimony in opposition to any stipulation shall be filed by June 22, 2022.
- g. A prehearing conference will be held on June 24, 2022, at 9:30 A.M. via the Zoom platform.
- h. A public hearing to hear and receive testimony, exhibits, arguments is set to commence at 9:00 A.M. on June 27, 2022, and continue thereafter, if necessary, on June 28-30, and July 5-8, 2022. The hearing will take place via the Zoom platform in whole or in part depending on potential Covid restrictions, guidelines, or safety concerns, and/or space considerations in the Commission offices. Participation in the evidentiary hearing shall be limited to party-participants (i.e., counsel, witnesses, and other representatives of the parties), and the Commissioners. Interested persons may view the evidentiary hearing via a livestream on YouTube provided on the Commission's website at <http://www.nmprc.state.nm.us/>

The procedural dates and requirements of this case are subject to further order of the Commission or Hearing Examiner. The Commission's Rules of Procedure, §§1.2.2.1 NMAC, et seq., shall apply to this case except as modified by order. A copy of the Rules may be obtained from the offices of the Commission or at <http://www.srca.nm.gov/parts/title01/01.002.0002.html>.

Interested persons may examine NMGC's Application, and all other documents filed in this case, together with any exhibits and related papers at NMGC offices located at 7120 Wyoming Boulevard. NE, Albuquerque, New Mexico 87109, 1-888-664-2716 or online at NMGC's website at [nmgco.com/en/regulatory\\_filings](http://nmgco.com/en/regulatory_filings) or at the Commission's website online at <http://nmprc.state.nm.us> under "Case Lookup Edocket."

Interested persons who are not affiliated with a party may make written or oral comments without becoming intervenors. Oral comments will be entertained only at the 9:00 A.M. start of the hearing on June 27, 2022 and will be limited to three minutes. Persons interested in providing public comment must request a Zoom invitation by e-mailing Ana Kippenbrock at [ana.kippenbrock@state.nm.us](mailto:ana.kippenbrock@state.nm.us) by no later than 3:00 pm MT on June 24, 2022. Interested persons may also send written comments, which shall reference NMPRC Case No. 21-00267-UT, to the Commission at [prc.records@state.nm.us](mailto:prc.records@state.nm.us). Such comments will not be considered as evidence in this case. Anyone filing pleadings, documents or testimony in this case shall, until further notice, comply with the Commission's electronic filing policy, as amended from time to time. This includes filings in .pdf format, with electronic signatures, sent to the Records Bureau's email address, as set out on the Commission's website, at: [prc.records@state.nm.us](mailto:prc.records@state.nm.us) within regular business hours of the due date, in order to be considered timely filed. Parties shall serve a copy on all parties of record and Staff. All filings shall be emailed on the date they are filed with the Commission. In addition, all filings shall be emailed to the Hearing Examiner on the date filed at [elizabeth.hurst@state.nm.us](mailto:elizabeth.hurst@state.nm.us). Such emailing shall include the Word or other native version of the filing (e.g., Excel or Power Point) if created in such format.

**ANY PERSON WITH A DISABILITY REQUIRING SPECIAL ASSISTANCE IN ORDER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE COMMISSION AT LEAST 24 HOURS PRIOR TO THE COMMENCEMENT OF THE HEARING.**

**I S S U E D** at Santa Fe, New Mexico this 27th day of January 2022.

**NEW MEXICO PUBLIC REGULATION COMMISSION**

**/s/Elizabeth C. Hurst**

**Elizabeth C. Hurst  
Hearing Examiner**



Editor's note— Ord. No. 648, adopted Nov. 12, 2013, changed the title of § 11-14 from "Solid waste collection center fees" to "Residential/commercial poly-carts and dumpsters."

**Sec. 11-14.1. - [Fees.]**

MUNICIPAL CODE

(a) Collection fees.

EXPAND

Number of Pick-ups per Week	Residential Poly-cart (1)	Residential Additional Poly-cart	Residential Dumpster	Basic Commercial Poly-cart (1)	Basic Commercial Additional Poly-cart	Commercial Dumpster (Small)
1	\$22.37	\$11.18	\$44.85	\$32.37	\$16.18	
2	N/A	N/A	N/A	N/A	N/A	
3	N/A	N/A	N/A	N/A	N/A	
4	N/A	N/A	N/A	N/A	N/A	
5	N/A	N/A	N/A	N/A	N/A	
6	N/A	N/A	N/A	N/A	N/A	

N/A = Not applicable/not available

EXPAND

Replacement poly-cart	\$60.00
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Each July of every year hereafter the fees shall be adjusted automatically to reflect a five-percent increase.



Sec. 14-79.- Service charges.

CHAPTER 14 - UTILITIES

(a) *Residential use:*

SEWER 14-79-E

ORDINANCE  
498

Customer charge, per month ..... \$9.23

Usage charge, per each 1,000 gallons ..... \$3.12

MUNICIPAL CODE

- (1) Residential customers' billable wastewater flows will be calculated by averaging the three lowest of the four months' billings for each December, January, February, and March. Each April, the billable flows for each residential customer will be adjusted based on the average of three of the lowest four prior December, January, February, and March billing months. Where no prior December, January, February, and March billing is available to average for wastewater billing for an individual customer, an average consumption of 5,000 gallons will be used. If actual water consumption during any month is less than the average winter months' consumption, based on the calculations as described above, the wastewater flow billed will be equal to the actual metered water consumption for that month.
- (2) For residences using the hot mineral water dedicated sewer lines and systems, the monthly charge shall be \$10.00.

Each ~~July~~ <sup>APRIL</sup> and every year hereafter, the fees shall be subject to be adjusted automatically to reflect a five percent increase.

(b) *Commercial use:*

Customer charge, per month ..... \$9.23

Usage charge, per each 1,000 gallons ..... \$3.12

- (1) The volume for each commercial use shall be based on the monthly water usage.
  - (2) From bathhouses using the sewer lines and system, the monthly charge shall be \$30.75.
- (c) *Users within the City limits not using City water.* From all persons, not otherwise provided for in this section, deriving their domestic or commercial water supply from a privately owned source or well not supplied by the City, the monthly service charge shall be \$19.10.
  - (d) *Automatic pass through charge.* At any time there is an increase or decrease in production costs or in the cost of electricity or any other form of energy used in the processing of waste passing through the municipal sewer service, such cost adjustments shall be automatically passed on to the customer on a pro rata basis. The City Commission shall make appropriate rate adjustments each year during budget hearings which shall apply for the following year.

## City of Truth or Consequences - Rate Sheet

ELECTRIC				ENERGY COST ADJ							
		CUSTOMER		LV1	.09 PER kwh	.0414 PER kwh (Pass Through)		Total .1314			
DESCRIPTION		CHARGE	<del>FEE</del>	CHG	<del>RATE</del>						
Residential		\$	8.00	0.1314	per kwh						
City Departments				0.108	per kwh						
City Street Lights				4.750	per light						
Mims Street Lights		\$	2.12								
Small Commercial 1 Phase		\$	10.00	0.136	per kwh						
Small Commercial 3 Phase		\$	12.00	0.136	per kwh						
Large Commercial 1 Phase		\$	23.25	0.118	per kwh						
Large Commercial 3 Phase		\$	25.50	0.118	per kwh						
Demad - Large Commercial				\$8.00	per kw						
YardLight		\$	5.57								
WATER											
		CUSTOMER		MIN	LV1	LV1	LV2	LV2	LV3	LV3	LV4
DESCRIPTION		<del>FEE</del>	CHARGE 0-2000	CHARGE	USE	CHG	USE	CHG	USE	CHG	USE
Residential		\$	16.34	<del>FEE</del>	2001-7000	\$	2.86	7001-15000	\$	3.24	15001-29000
Commercial		\$	16.34		2001-7000	\$	2.86	7001-15000	\$	3.24	15001-29000
City - Landscaping						\$	0.64	per 1,000 gallons			
Industrial		\$	91.91	\$	91.91			100,000	\$	3.24	15001-29000
WMBG Residential		\$	16.34		2001-7000	\$	2.86	7001-15000	\$	3.24	15001-29000
WMBG Commerial		\$	16.34		2001-7000	\$	2.86	7001-15000	\$	3.24	15001-29000
City Water		\$	16.34		2001-7000	\$	2.86	7001-15000	\$	3.24	15001-29000
Outside City Limits				\$	16.34			per first 3,000 gallons	\$	3.24	per 1,000 gallons
Effluent Water				\$1.35	per 1,000 gallons + \$25.00 if used						
SEWER											
		CUSTOMER		LV1							
DESCRIPTION		<del>FEE</del>	CHARGE	CHG	<del>RATE</del>						
Commercial		\$	12.36	\$	4.18	per 1,000 gallons					
SW Residential Averaged		\$	12.36	\$	4.18	per 1,000 gallons					
SW WMBG Commercial		\$	19.72	\$	4.18	per 1,000 gallons					
SW WMBG - Residential Average		\$	19.72	\$	4.18	per 1,000 gallons					
SW Bathouse Commercial		\$	41.21								
SW Residential Bathouse		\$	13.41								
SANITATION				SANITATION POLY CART							
		CUSTOMER									
DESCRIPTION		<del>FEE</del>	CHARGE								
Residential Poly Cart		\$	31.47	Dumpster			\$		63.10		
Commercial Class 1		\$	63.10	Residential Additional Poly Cart			\$		15.75		
Commercial Class 2		\$	100.56	Basic Commercial Poly Cart			\$		45.55		
Commercial Class 3		\$	147.30	Commercial Additional Poly Cart			\$		22.76		
Commercial Class 4		\$	197.28								
Commercial Class 5		\$	568.05								

Public comment 5-25-2022

Madam Mayor and City Commissioners  
Rick Dumiak  
705 Charles  
TorC

Please bear with me as I lay out this chain of events and see what you think.....

If you recall at the last city commission meeting on May 11th, my appointment or non appointment to the Planning and Zoning advisory board was tabled based on the advice of our city attorney.

This commission voted to table my appointment or non appointment based on our city attorneys recommendation.

*In my opinion this was a violation of my civil rights as my signing of any petition is my right as a citizen of the United States and the petition I signed applied only to private property and not any city property or any legal action between the city or the property with the art work I supported.*

However, I would like to back up a bit: my nomination to the Planning and Zoning board took place at the P&Z meeting on April 7th. and was recorded into the meeting minutes. Also on the agenda was a request for a summary plat amendment on parcel 3022079415169 or the property across the drainage ditch on Wyona.

I presented comments to the P&Z advisory board that I believed the plat amendment did not meet the criteria according to Sec 15-15 A2 line b "both lots to be created have direct, legal, unobstructed access to an existing city maintained and paved street with curb gutter and sidewalk. As the property in question failed to meet that standard the plat amendment should have been denied. At the P&Z meeting one of the board members asked if that was true and assistant City Manager Alvarez said that legal had reviewed the amendment and as far as she knew there was no issue.

Now, On April 8th I saw the City Commission agenda for April 13th and noticed my nomination to the P&Z was not on the agenda.

I had assumed my potential appointment to the P&Z would be on the next city commission meetings agenda on April 13th.

Also, In looking over the packet that was publicized on April 8th for the City Commission meeting on April 13th I noticed that the P&Z meeting minutes were incomplete as not only was my nomination to the P&Z included in the meeting minutes, but my written opposition to the plat amendment was also missing.

Now at the April 13th city commission meeting our city attorney stated there was no opposition at the P&Z meeting regarding the plat amendment split and since my written opposition wasn't in the complete P&Z meeting minutes that was an erroneous statement on his part and yet this commission voted to approve the plat split with out all the pertinent information being made available to you.

On April 22nd the agenda for the City Commission meeting on April 27 was publicized and I noticed my nomination for P&Z failed again to make the agenda.

I emailed the city clerk on April 22nd and asked what happened to my nomination? I was told that there was now a second applicant and the decision was made to wait until after the next P&Z meeting to see if the second applicant was nominated. I didn't understand this delay but accepted it even though it seemed wrong as the City manger has frequently called for volunteers to sit on the P&Z so I didn't understand the delay.

On May 6th the agenda for the May 11 City Commission meeting was publicized and under item 15 was my appointment or non appointment to the P&Z advisory board was on the agenda.

At the May 11th City `Commission meeting City Attorney Rueben recommended tabling a vote on my appointment based on a petition I had signed while I was not yet a member of the P&Z.

Based on that chain of events I asked the NM Attorneys Generals Office for an opinion on a possible civil rights violation to my appointment or non appointment being put off based on a petition. The AGs office told me they would be following the outcome of this as they were also concerned about a possible civil rights violation.

Now fast forward back to this morning and I am here to say what would you have done in my position? I do not want to cause the city any more aggravation than every day life brings but we also all have opinions and rights that we expect to be honored.

While I am sorry if my inquiry to the Attorney General has caused any disruption for the city staff, or to the P&Z Advisory Board, I stand by my belief in our basic rights to simply sign a petition in support of art on someones private property with out fear of having my support of the city called in question or my appointment or non appointment to the P&Z tabled.

Now, it was noted that the petition I signed may be part of a suit between the person who's art I supported, it also is important to note that no where in that petition is there any mention of any legal action between the property in question or the City of TorC nor does it say anything about encroachment on city property.

As a side note I would like to point out that at the May 19 P&Z meeting a variance was requested by city staff and was granted on the plat amendment because it failed to meet the criteria in 15-15. *THAT IS BEFORE YOU TODAY AS ITEM I-11.*

It was stated by Assistant city Manager Alvarez that if the property was developed in the future the applicant would be required to meet section 15-15 pertaining to city maintained streets with curbing and gutters.

In my opinion the original application should not have been granted as it failed to meet 15-15.

As an elected and Governing body we as citizens look to you to make decisions regarding our cities future but we also expect you to listen to all concerned parties and base your decisions on facts not assumptions or possibilities.

Thank you  
Rick Dumiak

## Torres, Angela

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**From:** TorC City Clerk  
**Sent:** Wednesday, May 25, 2022 9:12 AM  
**To:** Torres, Angela  
**Subject:** FW: City Commission Meeting/Hearing Wednesday, 25 May 2022, 9:00am

FYI...

**From:** [ComputerScare@protonmail.com](mailto:ComputerScare@protonmail.com) [<mailto:ComputerScare@protonmail.com>]  
**Sent:** Tuesday, May 24, 2022 4:41 PM  
**To:** TorC City Clerk  
**Subject:** City Commission Meeting/Hearing Wednesday, 25 May 2022, 9:00am

PLEASE ADD OUR COMMENTS INTO THE MINUTES:

1-

**We oppose any and all proposed variances to Block 30**, including (but not limited to): division of the property; access to the property; and especially, the building of the proposed Wyona bridge.

Nathan and the City have failed to show how building in the drainage plain contributes to the Common Good we all seek. We don't want the public to be left holding the bag financially on an expensive boondoggle that floods every couple of years.

2-

**We support Rick Dumiak's nomination to P and Z** receiving a free and fair discussion.

Rick was incorrectly accused of having a conflict of interest. Rick's considerable expertise will contribute mightily to P and Z. He should not have been maligned as he was at the Council meeting on 14-May-2022.

Sincerely,

Lynn and Jerome Gray  
Owners of the property and real estate at 725 Wyona

8640 N. Lucretia Mott Road  
McNeal AZ 85617  
(575) 313-7799

## TorC City Clerk

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**From:** Martin Mijal <martinmijal@yahoo.com>  
**Sent:** Wednesday, May 25, 2022 7:34 AM  
**To:** TorC City Clerk  
**Subject:** comment to city council 25 May 2022

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear City Council

The P & Z approved by a vote of 2 to 1 to let the City build a bridge & pave a street so Nathaniel Stevens can build his 24 mini-condos & 48 parking spaces in the area west of the Monsoon Drainage Canal on Wyona Street that is currently undeveloped.

This is an unreasonable increase in traffic which is against the code. Please over-ride the P & Z and do not let this gross increase in traffic overwhelm our tiny residential street not designed for such a large volume of cars & trucks.

I know this is a complicated issue & the future of our city's Air B&B's will make a large impact on our traffic patterns, infrastructure demands, & taking away housing from many of our impoverished citizens.

Martin MIJAL 721 Wyona Street

## CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

Planning & Zoning Commission. Hopefully we will be able to fill all of the vacancies on that board at our next meeting.

- Our Sanitation Director has talked to the Commission, and pointed out that the recycling program here in the community has not be as fruitful as we had hoped. Particularly with glass, plastics and mixed paper products. It is costing the city a lot more money than what the benefit is in recycling those items. We are spending a lot of money in having the items disposed of. Sanitation Director Alvarez would like to eliminate the recycling efforts those particular items. However, we will continue recycling for tin/aluminum cans, cardboard, shredded paper, metal scraps, electronic motors and wiring, batteries, and appliances. The recycle trailers that are staged in various locations of the community are not really being used for recycling anymore. People are using them as a dumping site and they are not really recycling. We will be recommending that issue to be addressed in the very near future.
- He asked that the community to be very understanding of the water leak issue that we have. We are still experiencing water leaks. Our infrastructure is decades old. We are not going to solve this problem overnight in the short term. It will take several years for us to get a grip on the water leaks. The aggressive water leaks will take priority and will be addressed first, and the slow trickles are a lower priority.

**City Attorney Rubin had no reports.**

### **City Commission Reports:**

#### **Commissioner Mitchell reported the following:**

- They are wrapping up the last financial part of Fiesta. She is super excited for next year.
- She noticed that they were painting the crosswalks downtown. She feels that it is ironic that they painted it after Fiesta, and she thought that we were going to start a big project and rip out Main Street and Broadway.

City Clerk Torres explained that the city and NMDOT received a lot of complaints regarding the crosswalks not being painted so NMDOT is addressing that right now. The street project is a completely different project.

- She commented on the Kopet fire and commended the community for helping them out. Within a day they had more than they really needed despite losing everything.

#### **Commissioner Fahl reported the following:**

- This weekend is Memorial Weekend which is recognizing the people who gave an ultimate sacrifice. We need to think of that, and not about the 3 day weekend. It is very important to her because she has sons who were willing to do that.
- She is thankful for the Forest Service, and the orange and red planes that you see getting water are air scoopers, and this is the first time those planes are

## **CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES**

being used in this area. Normally those planes are used in California. We have a lot of financial issues with our airport, but the cool thing is that those planes are parking at our Airport and utilizing our fuel (she joked that we should have raised our fuel prices). Kudos for us for having them out there.

### **Commissioner Harrelson reported the following:**

- She clarified that it was never stated that we were going to charge the Swim Team \$4,000 to use the pool. She wants that to be clear to everybody. What was said is that we donate, as the city back to the pool by not charging them, and if we did charge them, it would be \$4,000. She wanted to clarify that so everyone knows that charging the Swim Team \$4,000 was never on the table. What was on the table was to charge what was asked which was \$910 and then have the pool facilitated by having swimming lessons by the Swim Team, donated back to our civilian people that are not part of the swim team.
- She gave kudos to the high school community kids who went out and put up 10 tents in Winston to support what is going on with the fire. We have school based kids that are going out to help.

**Mayor Pro-Tem Hechler had no reports.**

### **Mayor Forrister reported the following:**

- She thanked the community who stepped up in the community to offer support with the Black Fire as well as with the Kopet fire. It is such a wonderful community that we live in.

### **F. CONSENT CALENDAR:**

1. **City Commission Regular Minutes, May 11, 2022**
2. **Acknowledge Regular Public Utility Advisory Board Minutes, April 18, 2022**
3. **Acknowledge Regular Planning & Zoning Commission Minutes, April 7, 2022**
4. **Take-home vehicle form for Police Department**

**Mayor Pro-Tem Hechler moved to approve the Consent Calendar as submitted. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **G. ORDINANCES/RESOLUTIONS/ZONING (listed as H4 on the agenda. Item moved up on the agenda).**

- (4) **Discussion/Action: Resolution No. 62 21/22 Approval of the Preliminary (Interim) FY 2022-23 Budget:**



# Budget Highlights

**CITY OF TRUTH OR CONSEQUENCES**

**BUDGET HIGHLIGHTS  
2022-2023**

## GENERAL FUND 2022-23 REVENUE DECISIONS NEEDED TO BE MADE:

### REVENUE

UPDATED 5-10-22      Option 5 updated to Option 6:

				Commission Directive
Decision 1	Increase Gross Receipts tax 0.125% (1/2 Year of Revenue Jan-June))	\$ 90,000		Approved
Decision 2	Use Cash in PD Gross Receipts Tax Fund to Support General Fund for 2022-23	\$ 669,320	Leaves appx \$200,049 in bank + May and June Receipts in PDGRT Bank	Approved
Decision 3	Keep 1/2 of 0.25% of the revenues from PD Gross Receipts Tax in the General Fund 2022-23 Estimated (After loan \$21,015 and \$52,728 to GF for raises, and \$30,000 to Care of Prisoners)	\$ 130,000	Estimated was 200,350 (70,350 dif)	Approved
Decision 4	Keep all of the 0.0625% revenues of Enviromental GRT (De-Earmarked) in the General Fund 2022-23	\$ 92,085	Estimated	Approved
	Additional Revenue & Cash Resources to the General Fund for 2022-23	\$ 981,405		

### RECAP OF ESTIMATED CASH, REVENUES, EXPENSES, AND ENDING CASH BALANCE 6/30/23

	Estimated Beginning Cash Balance 7/1/22	\$ 2,421,732	
+	Estimated Revenue	\$ 4,203,799	
+	Estimated Increase in Gross Receipts tax 0.125% (1/2 Year Jan - June)	\$ 90,000	Decision 1
+	Use Cash in PD Gross Receipts Tax Fund to Support General Fund for 2022-23	\$ 669,320	Decision 2
+	Keep 1/2 of 0.25% of the revenues from PD Gross Receipts Tax in the General Fund 2022-23 Estimated (After loan \$21,015 and \$52,728 to GF for raises, and \$30,000 to Care of Prisoners)	\$ 130,000	Decision 3
+	Keep all of the 0.0625% revenues of Enviromental GRT (De-Earmarked) in the General Fund 2022-23	\$ 92,085	Decision 4
+	Estimated Cash Transfers In (Other Funds)	\$ 87,728	
+	Additional Estimated Cash Transfers In (\$750,000) From Enterprise Funds	\$ 750,000	
-	Estimated Expenses (Budget Requests Before Raises)	\$ (6,606,220)	

=	Estimated Subtotal Cash Balance Before Raises	\$ 1,838,444	
-	Estimated Cash Needed to Support Raises	\$ (401,423)	
=	Estimated Subtotal Cash Balance After Raises	\$ 1,437,021	
	<b>Change in Estimated Ending Cash Balance:</b>		
	Estimated Subtotal Cash Balance After Raises	\$ 1,437,021	
	Cash Reserve Requirement 1/12th of expenses (including raises)	\$ (517,066)	
	Estimated Ending Cash Balance Reported to DFA	\$ 919,955	

# GENERAL FUND 2022-23 EXPENDITURE DECISIONS NEEDED TO BE MADE:

## EXPENDITURES

SUB-RECIPIENTS REQUEST	2022-23 Requested	2021-22 Awarded	Requested over 2021-22	Suggested 2022-23 Budget	Possible Savings to 2022-23	Commission Directive
Companion Action Team	\$ 2,500	\$ 1,500	\$ 1,000	\$ 1,000	\$ 1,500	\$ 1,000
Domestic Abuse Intervention Center	\$ 3,500	\$ 2,500	\$ 1,000	\$ 2,000	\$ 1,500	\$ 2,000
The Sierra Club	\$ 20,000	\$ 10,000	\$ 10,000	\$ 5,000	\$ 15,000	\$ 5,000
Sierra Joint Office on Aging:	\$ 50,000	\$ 47,000	\$ 3,000	\$ 35,000	\$ 15,000	\$ 35,000
*City paid appx \$16,537 in utilities 2021						
*City provides building free of rent						
*City pays insurance on building						
*City provides fiscal agent services at no charge						
<b>Total Sub-Recipient Request</b>	<b>\$ 76,000</b>	<b>\$ 61,000</b>	<b>\$ 15,000</b>	<b>\$ 43,000</b>	<b>\$ 33,000</b>	<b>\$ 43,000</b>

## ANIMAL CONTROL

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022-23 Budget	Possible Savings to 2022-23	Commission Directive
Overtime	\$ 7,000	\$ 4,000	\$ 3,000	\$ 7,000	\$ -	\$ 7,000
Standby	\$ 5,500	\$ 4,000	\$ 1,500	\$ 5,500	\$ -	\$ 5,500
M&R Vehicles	\$ 6,500	\$ 2,000	\$ 4,500	\$ 2,500	\$ 4,000	\$ 2,500
Office Supplies	\$ 1,000	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Employee Training	\$ 2,500	\$ 1,150	\$ 1,350	\$ 1,500	\$ 1,000	\$ 1,500
Safety Supplies	\$ 4,000	\$ 500	\$ 3,500	\$ 2,000	\$ 2,000	\$ 2,000
Subscriptions & Dues	\$ 1,000	\$ 300	\$ 700	\$ 1,000	\$ -	\$ 1,000
Uniforms	\$ 3,000	\$ 2,500	\$ 500	\$ 3,000	\$ -	\$ 3,000
Fuel	\$ 20,000	\$ 10,000	\$ 10,000	\$ 15,000	\$ 5,000	\$ 15,000
<b>Total</b>	<b>\$ 50,500</b>	<b>\$ 24,950</b>	<b>\$ 25,550</b>	<b>\$ 38,000</b>	<b>\$ 12,500</b>	<b>\$ 38,000</b>

Look at Budget Mid-Year.

# ANIMAL SHELTER

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Overtime	\$ 5,000	\$ 3,000	\$ 2,000	\$ 5,000	\$ -	\$ 5,000
Health Benefits	\$ 29,578	\$ 23,574	\$ 6,004	\$ 29,578	\$ -	\$ 29,578
Contract Professional Services - Euthanasia, Vet Bills, Getting animals spade and neutered	\$ 25,000	\$ 10,700	\$ 14,300	\$ 15,000	\$ 10,000	\$ 15,000
Other Contract services - cremation services	\$ 8,000	\$ 6,000	\$ 2,000	\$ 8,000	\$ -	\$ 8,000
Field/Other Supplies	\$ 18,000	\$ 13,245	\$ 4,755	\$ 16,000	\$ 2,000	\$ 16,000
<b>Total</b>	<b>\$ 85,578</b>	<b>\$ 56,519</b>	<b>\$ 29,059</b>	<b>\$ 73,578</b>	<b>\$ 12,000</b>	<b>\$ 73,578</b>

# GOVERNING BODY

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Salaries & Benefits	\$ 62,400	\$ 41,499	\$ 20,901	\$ 62,400	\$ -	\$ 62,400
Employee Training	\$ 4,000	\$ 2,000	\$ 2,000	\$ 4,000	\$ -	\$ 4,000
Insurance claim, deductibles, litigation judgements and settlements	\$ 100,000	\$ 6,670	\$ 93,330	\$ 75,000	\$ 25,000	\$ 75,000
<b>Total</b>	<b>\$ 166,400</b>	<b>\$ 50,169</b>	<b>\$ 116,231</b>	<b>\$ 141,400</b>	<b>\$ 25,000</b>	<b>\$ 141,400</b>

# POLICE DEPARTMENT

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022 23 Budget	Possible Savings to 2022-23	Commission Directive
Salaries						
2 additional Police Officers w/benefits	\$ 127,862		\$ 127,862	\$ 127,862	\$ -	\$ 127,862
1 Full time Evidence Tech w/benefits	\$ 39,259		\$ 39,259	\$ -	\$ 39,259	\$ -
Overtime	\$ 85,000	\$ 70,000	\$ 15,000	\$ 85,000	\$ -	\$ 85,000
Standby	\$ 15,000	\$ 13,800	\$ 1,200	\$ 15,000	\$ -	\$ 15,000
SCRDA Contract	\$ 196,000	\$ 173,592	\$ 22,408	\$ 196,000	\$ -	\$ 196,000
Fuel	\$ 50,000	\$ 38,500	\$ 11,500	\$ 50,000	\$ -	\$ 50,000
Software	\$ 38,000	\$ 22,800	\$ 15,200	\$ 38,000	\$ -	\$ 38,000
M&R Buildings	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
<b>Total</b>	<b>\$ 561,121</b>	<b>\$ 323,692</b>	<b>\$ 237,429</b>	<b>\$ 516,862</b>	<b>\$ 44,259</b>	<b>\$ 516,862</b>

Remove Evidence Tech

**MUNICIPAL COURT**

Requested Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022-23 Budget	Possible Savings to 2022-23	Commission Directive	
Salaries & Benefits							
Judge (Salary and Benefits)	\$ 70,067	\$ 70,067	\$ -	\$ 70,067	\$ -	\$ 70,067	
Court-Clerk Administrator (Salary and Benefits)	\$ 65,281	\$ 65,281	\$ -	\$ 65,281	\$ -	\$ 65,281	
Court Clerk II (Salary and Benefits)	\$ 38,952	\$ 38,952	\$ -	\$ -	\$ 38,952	\$ -	Remove Court Clerk II currently in place
Additional Full Time Position (Salary and Benefits)	\$ 58,316		\$ 58,316	\$ -	\$ 58,316	\$ -	Do not hire requested new position
					\$ -		
Attorneys Fees	\$ 13,000	\$ 10,700	\$ 2,300	\$ 5,000	\$ 8,000	\$ 5,000	Did not spend any in 2021-22. Reduce to \$5,000
<b>Total</b>	<b>\$ 245,616</b>	<b>\$ 185,000</b>	<b>\$ 60,616</b>	<b>\$ 140,348</b>	<b>\$ 105,268</b>	<b>\$ 140,348</b>	
Total Cost for Municipal Court		<u>267,671</u>	<u>258,413</u>				

**MUNICIPAL COURT ADMINISTRATIVE OFFICE OF THE COURTS (AOC)**

Increases:	2022-23 Request	2021-22 Budgeted	Requested over 2021-22	Suggested 2022-23 Budget	Possible Savings to 2022-23	Commission Directive	
Annual software	\$ 10,000	\$ 1,000	\$ 9,000	\$ 1,000	\$ 9,000	\$ 1,000	Possibly do not purchase new software
Total Cost for Administrative Office of the Courts		\$ 14,000	\$ 12,500				

**OVERALL BUDGET INCREASES AND POSSIBLE REDUCTIONS**

Requested over 2021-22	Possible Savings to 2022-23
<u>\$ 492,885</u>	<u>\$ 241,027</u>

**LODGER'S TAX CITY'S PORTION DECISIONS TO BE MADE**

City's Portion of Lodger's Tax is
 \$ 95,098

Sub-Recipient Requests:		22-23 Request	21-22 Allocation	Suggested 2022-23 Budget	Commission Directive
	Geronimo Trail Scenic Byway	\$ 7,000	\$ 5,000	\$ 3,750	\$ 3,750
	Mainstreet	\$ 45,000	\$ 45,000	\$ 33,750	\$ 33,750
	Sierra County Recreation & Tourism Advisory Board	\$ 17,000	\$ 17,000	\$ 10,000	\$ 10,000
	Sunny 505	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
City's Portion of All Other Costs					
	Golf Course Allocation (Cash Transfer Out)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Lindmark - Bill Board Advertising (Contract is for 1 more year)	\$ 9,000.00	\$ 9,000	\$ 9,000	\$ 9,000
		\$ 153,000	\$ 151,000	\$ 131,500	\$ 131,500
Over City's Portion of Lodger' Tax		\$ (57,902)		\$ (36,402)	

**CITY OF TRUTH OR CONSEQUENCES**

**2022-2023  
PRELIMINARY BUDGET**



**CITY OF TRUTH OR CONSEQUENCES**

**2022-23 PRELIMINARY BUDGET RECAP**

**PRELIMINARY BUDGET**  
**ALL FUNDS**  
**NEXT FISCAL YEAR 7/1/2022 - 6/30/2023**

Fund No.	Fund	Estimated Beginning Cash Balance	+ Investments	= Cash & Investments	Estimated + Revenues	Cash + Transfers In	Cash - Transfers Out	Estimated Expenditures	Estimated Ending Cash = Balance	DFA Local Reserve Requirement	Estimated Ending Cash = Balance
		7/1/2022	7/1/2022		2022-23	2022-23	2022-23	2022-23	6/30/2023		
101	General Fund	2,217,957.23	106,104.14	2,324,061	4,527,556	1,507,048	(358,000)	(6,375,592)	1,625,073	(531,299)	1,093,774
<b>SPECIAL REVENUE FUNDS</b>											
201	Corrections	83,397.59		83,397.59	7,000	30,000	-	(110,000)	10,398		10,398
209	Fire Protection Fund	817,710.56		817,710.56	309,324	-	-	(1,127,034)	1		1
211	Law Enforcement	-		-	57,000			(57,000)	-		-
214	Lodger's Tax	467,767.95		467,767.95	331,350		(90,000)	(408,836)	300,282		300,282
216	Municipal Street	414,723.99		414,723.99	585,400	45,000	(5,000)	(770,288)	269,836		269,836
217	Recreation Fund	4,723.73		4,723.73	-			(4,723)	1		1
260	Fiscal Recovery Funds	-		-	-			-	-		-
293	Veterans Wall Perpetual Care	1,150.00		1,150.00	375			(1,150)	375		375
294	State Library	29,212.37		29,212.37	46,377			(49,527)	26,062		26,062
295	Municipal Pool	52,476.76		52,476.76	8,700	150,000		(206,197)	4,980		4,980
296	PD GRT Fund	845,213.33		845,213.33	252,922	-	(752,048)	(164,556)	181,531		181,531
297	PD Confidential Fund	6,800.92		6,800.92	5			(6,799)	7		7
298	PD Donations	6,879.00		6,879.00	500			(6,449)	930		930
	<b>Subtotal</b>	<b>2,730,056.20</b>	<b>-</b>	<b>2,730,056.20</b>	<b>1,598,963.00</b>	<b>225,000</b>	<b>(847,048)</b>	<b>(2,912,559)</b>	<b>794,402</b>		<b>794,402</b>
<b>DEBT SERVICE FUND</b>											
403	Pledge State Tax	467,943.70	598,398.42	1,066,342.12	342,011.00	571,392	-	(921,394)	1,058,351		1,058,351

Fund No.	Fund	Audited Beginning Cash Balance	+ Investments	Cash & Investments	Estimated + Revenues	Cash + Transfers In RECAP	Cash - Transfers Out	Estimated - Expenditures	Estimated Ending Cash Balance = With Investments	DFA Local Reserve Requirement	Estimated Ending Cash Balance = With Investments
505	Solid Waste Division	1,132,867.20	424,206.95	1,557,074.15	2,531,788	20	(921,949)	(2,197,950)	968,983.24		968,983.24
506	Waste Water Division	518,185.40		518,185.40	1,158,119	-	(337,550)	(720,543)	618,211.40		618,211.40
507	Transfer Station	20.09	-	20.09	-	-	(20.09)	-	-		-
508	Golf Course	24,339.83	-	24,339.83	73,902	206,885	-	(233,478)	71,648.83		71,648.83
509	Municipal Airport	40,741.28	-	40,741.28	309,408	144,518	-	(392,652)	102,015.28		102,015.28
	Subtotal	3,574,315.51	424,206.95	3,998,522.46	12,541,112	783,143	(3,925,331)	(10,345,536)	3,051,910	-	3,051,910
FIDUCIARY & INTERNAL SVC. FUNDS											
600	Internal Service Fund	28,141.75	-	28,141.75	20,000	43,000		(60,000)	31,142		31,142
700	Court Bond Fund	1,000	-	1,000	-	-	-	-	1,000		1,000
	Subtotal	29,142	-	29,142	20,000	43,000	-	(60,000)	32,142		32,142
GRAND TOTAL (ALL FUNDS)		7,108,885	1,127,540	8,236,424	20,242,680	4,395,081	(4,317,295)	(19,352,378)	9,204,512	(475,427)	8,717,482

**CITY OF TRUTH OR CONSEQUENCES**

**2021-22 ESTIMATED BUDGET RECAP**

Fund No.	Fund	Estimated Beginning Cash Balance	+ Investments	= Cash & Investments	Estimated + Revenues	Cash + Transfers In	Cash - Transfers Out	Estimated - Expenditures	Estimated Ending Cash = Balance	DFA Local Reserve - Requirement	Estimated Ending Cash = Balance
	<b>Subtotal</b>	<b>467,943.70</b>	<b>598,398.42</b>	<b>1,066,342.12</b>	<b>342,011.00</b>	<b>571,392</b>	<b>-</b>	<b>(921,394)</b>	<b>1,058,351</b>		<b>1,058,351</b>
<b>ENTERPRISE FUNDS</b>											
501	Cemetery	50,781.55	-	50,781.55	10,020	-	-	(12,000)	48,802		48,802
502	Utility Office	112,225.23	-	112,225.23	77,900	328,000	-	(515,343)	2,782		2,782
503	Electric Division	648,780.97		648,780.97	6,698,812	-	(411,826)	(6,157,514)	778,253		778,253
504	Water Division	479,263.57	-	479,263.57	1,569,607	-	(599,360)	(1,069,769)	379,742		379,742
505	Solid Waste Division	544,566.64	424,416.60	968,983.24	2,336,483	-	(500,572)	(2,374,828)	430,066		430,066
506	Waste Water Division	618,211.40	-	618,211.40	1,211,210	-	(471,815)	(929,110)	428,496		428,496
507	Transfer Station	-		-	-	-	-	-	-		-
508	Golf Course	71,648.83	-	71,648.83	53,025	135,000	-	(257,610)	2,064		2,064
509	Municipal Airport	102,015.28	-	102,015.28	217,135	70,000	-	(373,262)	15,888		15,888
	<b>Subtotal</b>	<b>2,627,493.47</b>	<b>424,416.60</b>	<b>3,051,910.07</b>	<b>12,174,192.00</b>	<b>533,000</b>	<b>(1,983,573)</b>	<b>(11,689,436)</b>	<b>2,086,093</b>	<b>-</b>	<b>2,086,093</b>
<b>FIDUCIARY &amp; INTERNAL SVC. FUNDS</b>											
600	Internal Service Fund	31,141.75	-	31,141.75	20,000.00	58,000		(105,500)	3,642		3,642
700	Court Bond Fund	1,000.41	-	1,000.41	-	-	-	-	1,000		1,000
	<b>Subtotal</b>	<b>32,142.16</b>	<b>-</b>	<b>32,142.16</b>	<b>20,000.00</b>	<b>58,000</b>	<b>-</b>	<b>(105,500)</b>	<b>4,642</b>		<b>4,642</b>
<b>GRAND TOTAL (ALL FUNDS)</b>											
		<b>8,075,592.76</b>	<b>1,128,919.16</b>	<b>9,204,511.92</b>	<b>18,662,712.00</b>	<b>2,894,440</b>	<b>(3,188,621)</b>	<b>(22,004,481)</b>	<b>5,568,562</b>	<b>(531,299)</b>	<b>5,037,263</b>

**ESTIMATED END OF YEAR  
ALL FUNDS  
CURRENT FISCAL YEAR 7/1/21 TO 6/30/22**

Fund No.	Fund	Audited Beginning Cash Balance	+ Investments	= Cash & Investments	Estimated + Revenues	Cash + Transfers In	Cash - Transfers Out	Estimated - Expenditures	Estimated Ending Cash Balance = With Investments	DFA Local Reserve Requirement	Estimated Ending Cash Balance = With Investments
		7/1/2021	7/1/2021		6/30/2022	6/30/2022	6/30/2021	6/30/2022	6/30/2022		6/30/2022
101	General Fund	1,225,185.78	106,051.74	1,331,237.52	4,482,414	2,778,495	(562,963)	(5,705,122)	2,324,061	(475,427)	1,848,635
<b>SPECIAL REVENUE FUNDS</b>											
201	Correction	16,220.59	-	16,220.59	7,607	95,000	-	(35,430)	83,397.59		83,398
209	Fire Protection Fund	374,001.56	-	374,001.56	609,358	-	-	(165,649)	817,710.56		817,711
211	Law Enforcement	-	-	-	26,000	-	-	(26,000)	-		-
214	Lodger's Tax	495,234.95	-	495,234.95	333,623	-	(90,000)	(271,090)	467,767.95		467,768
216	Municipal Street	433,545.99	-	433,545.99	638,894	45,100	(100,000)	(602,816)	414,723.99		414,724
217	Recreation Fund	5,355.73	-	5,355.73	5	-	-	(637)	4,723.73		
260	Fiscal Recovery Funds (NEW)	-	-	-	712,404	-	-	(712,404)	-		
293	Veterans Wall Perpetual Care	1,150.00	-	1,150.00	-	-	-	-	1,150.00		1,150
294	State Library	3,649.37	-	3,649.37	67,420	-	-	(41,857)	29,212.37		29,212
295	Municipal Pool	23,132.76	-	23,132.76	14,294	188,560	-	(173,510)	52,476.76		52,477
296	PD GRT Fund	808,220.33	-	808,220.33	435,839	-	(112,728)	(286,118)	845,213.33		845,213
297	PD Confidential Fund	6,795.92	-	6,795.92	5	-	-	-	6,800.92		6,801
298	PD Donations	-	-	-	11,694	-	-	(4,815)	6,879.00		
	<b>Subtotal</b>	<b>2,167,307.20</b>	<b>-</b>	<b>2,167,307.20</b>	<b>2,857,143</b>	<b>328,560</b>	<b>(302,728)</b>	<b>(2,320,326)</b>	<b>2,730,056.20</b>		<b>2,718,453</b>
<b>DEBT SERVICE FUND</b>											
403	Pledge State Tax	112,934	597,281	710,215	342,011	461,783	473,727	(921,394)	1,066,342		1,066,342
	<b>Subtotal</b>	<b>112,934</b>	<b>597,281</b>	<b>710,215</b>	<b>342,011</b>	<b>461,783</b>	<b>473,727</b>	<b>(921,394)</b>	<b>1,066,342</b>		<b>1,066,342</b>
<b>ENTERPRISE FUNDS</b>											
501	Cemetery	39,663.55	-	39,663.55	20,055	-	-	(8,937)	50,781.55		50,781.55
502	Utility Office	44,839.58	-	44,839.58	95,139	431,700	-	(459,453)	112,225.23		112,225.23
503	Electric Division	1,252,477.04	-	1,252,477.04	6,849,992	20	(1,917,721)	(5,535,987)	648,780.97		648,780.97
504	Water Division	521,181.54	-	521,181.54	1,502,709	0	(748,091)	(796,536)	479,263.57		479,263.57

**CITY OF TRUTH OR CONSEQUENCES**

**SCHEDULE OF TRANSFERS**

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
101	General	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(214) Lodgers Tax	Civic Ctr Wages	\$ 35,000	\$ 35,000	\$ 35,000
		(217) Recreation	Closing Recreation Bank Acct			
		(296) PD GRT Fund	\$1.50 PD Raises beginning 2019-20 and	\$ 52,728	\$ 52,728	\$ 52,728
		(296) PD GRT Fund	\$1.50 PD Raises. Transfer not made int 2019-20	\$ 52,728	\$ -	
		(296) PD GRT Fund	Transfer Excess Cash Balance from PDGRT per Commission approval 5/17/22			\$ 669,320
		(304) Senior Grants	Temporary Transfer to Cover Expenses	\$ 183,170		
		(304) Senior Grants	Temporary Transfer to Cover Expenses 20-21		\$ 60,080	
		(312) R&R Airport	Temporary Loan to Cover Expenses			
		(503) Joint Utility - Electric	Administrative Fees	\$ 1,290,000	\$ 1,553,987	
		(504) Joint Utility - Water	Administrative Fees	\$ 40,000	\$ 340,000	\$ 250,000
		(505) Solid Waste	Administrative Fees	\$ 125,000	\$ 625,000	\$ 250,000
		(505) Solid Waste	Salary Study		\$ 21,700	\$ -
		(506) WW	Administrative Fees	\$ 90,000	\$ 90,000	\$ 250,000
		(507) Transfer Station	Admin Fee			
		(509) Airport	Reimb GF for \$30,000 Cares Act Grant (exp paid in 19-20)	\$ 30,000		
			<b>101 - TOTAL TRANSFERS IN</b>	<b>\$ 1,898,626</b>	<b>\$ 2,778,495</b>	<b>\$ 1,507,048</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(201) Corrections	Deficit Coverage	\$ (30,000)	\$ (35,000)	\$ -
		(216) Streets	Turner Donation/McAdoo Street Project			
		(217) Recreation Fund	Deficit Coverage			
		(295) Municipal Pool	Deficit Coverage	\$ (60,000)	\$ (188,560)	\$ (150,000)
		(296) PD GRT Fund	Cover Expenses			
		(296) PD GRT Fund	PY Revenues Owed & Paid off	\$ (237,127)	\$ -	
		(296) PD GRT Fund	19-20 Revenues Owed (partial)	\$ (43,137)		
		(304) Senior Grants	Temporary to Cover Reimb for SJOA Grant 19-20			



**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

<b>Fund No.</b>	<b>Fund Name</b>	<b>Description</b>	<b>Purpose</b>	<b>Fiscal Year 2020-21 Actual</b>	<b>Fiscal Year 2021-22 Budgeted</b>	<b>Fiscal Year 2022-23 Projected</b>
		(304) Senior Grants	Temporary to Cover Reimb for SJOA Grant 20-21			
		(305) Capital Improvement	Per City Code			
		(312) R&R Airport	Grant Matching Funds			
		(312) R&R Airport	Temporary Loan to Cover Expenses			
		(508) Golf Course	Deficit Coverage & CI	\$ (125,000)	\$ (151,437)	\$ (80,000)
		(508) Golf Course	Increase in Minimum Wage		\$ (448)	\$ -
		(509) Municipal Airport	Deficit Coverage	\$ (121,000)	\$ (144,238)	\$ (70,000)
		(509) Municipal Airport	Minimum Wage Increase		\$ (280)	
		(218) Municipal Court JAF	Repay Temporary Transfer	\$ -		
		(600) Fleet Services	General Fund Support	\$ -	\$ (43,000)	\$ (58,000)
			<b>101 -TOTAL TRANSFERS OUT</b>	<b>\$ (616,264)</b>	<b>\$ (562,963)</b>	<b>\$ (358,000)</b>
			<b>101 - NET TRANSFERS</b>	<b>\$ 1,282,362</b>	<b>\$ 2,215,532</b>	<b>\$ 1,149,048</b>
<b>201</b>	<b>Corrections</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(296) PD Gross Receipt Tax	Care of Prisoners (Sierra Vista Hospital)		\$ 60,000	\$ 30,000
		(101) General Fund	Deficit Coverage	\$ 30,000	\$ 35,000	
			<b>201 -TOTAL TRANSFERS IN</b>	<b>\$ 30,000</b>	<b>\$ 95,000</b>	<b>\$ 30,000</b>
<b>214</b>	<b>Lodgers Tax</b>	<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(508) Golf Course	Support Golf Course	\$ (55,000)	\$ (55,000)	\$ (55,000)
		(101) General Fund	Civic Ctr Wages	\$ (35,000)	\$ (35,000)	\$ (35,000)
			<b>214 - Total Transfer OUT</b>	<b>\$ (90,000)</b>	<b>\$ (90,000)</b>	<b>\$ (90,000)</b>
<b>216</b>	<b>Street</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	Turner Donation/McAdoo Street Project			
		(304) Senior Grants	Closing Senior Grants Bank Acct			

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

<b>Fund No.</b>	<b>Fund Name</b>	<b>Description</b>	<b>Purpose</b>	<b>Fiscal Year 2020-21 Actual</b>	<b>Fiscal Year 2021-22 Budgeted</b>	<b>Fiscal Year 2022-23 Projected</b>
		(316) Emergency Reserve	Street Repair, Hot and Cold Mix			
		(308) Capital Imp (USDA Sweeper)	PY Cash Remaining		\$ 100.00	
		(317) Waste Water Reserve	Street Repair, Hot and Cold Mix			
		(506) Waste Water	Street Repair, Hot and Cold Mix		\$ 15,000.00	\$ 15,000
		(504) Water	Street Repair, Hot and Cold Mix		\$ 30,000.00	\$ 30,000
			<b>216 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ 45,100.00</b>	<b>\$ 45,000.00</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(403) Debt Service	Debt Pymt. NMFA CIF-5192			\$ (5,000)
		(360) NMFA Projects	NMFA Colonias 2020 MSD Project Roadway Replacement (7009)	\$ -	\$ (100,000.00)	
			<b>216 -Total Transfer OUT</b>	<b>\$ -</b>	<b>\$ (100,000.00)</b>	<b>\$ (5,000.00)</b>
			<b>216 - NET TRANSFERS</b>	<b>\$ -</b>	<b>\$ (54,900.00)</b>	<b>\$ 40,000.00</b>
<b>217</b>	<b>Recreation</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	Deficit Coverage			
			<b>217 -TOTAL TRANSFERS IN</b>	<b>\$ -</b>	<b>\$ -</b>	
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(217) Recreation	Closing Recreation Bank Acct	\$ -	\$ -	
			<b>217 -TOTAL TRANSFERS OUT</b>	<b>\$ -</b>	<b>\$ -</b>	
			<b>217 - NET TRANSFERS</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>293</b>	<b>Veterans Wall Perpetual Care</b>	<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(303) Veteran Wall	Closing Vet Wall Perp Bank Acct			
			<b>293 -Total Transfer OUT</b>	<b>\$ -</b>		
<b>295</b>	<b>Municipal Pool</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	General Fund Support	\$ 60,000	\$ 188,000	\$ 150,000
		(101) General Fund	Mid Year Min Wage Increase		\$ 560	
			<b>295 -Total Transfer IN</b>	<b>\$ 60,000</b>	<b>\$ 188,560</b>	<b>\$ 150,000</b>
<b>296</b>	<b>PD Gross Receipts Tax Fund (GRT)</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
		(101) General Fund	PY Revenues Owed 20-21(Will Pay in Full)	\$ 237,127		
		(101) General Fund	2019-20 GRT Revenues (Partial Reimb)	\$ 43,137		
		(101) General Fund	Pay Off All Prior Years		\$ -	
			<b>296 -TOTAL TRANSFER IN</b>	<b>\$ 280,264</b>	<b>\$ -</b>	
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	\$1.50 Raises beginning 2019-20 and beyo	\$ (52,728)	\$ (52,728)	\$ (52,728)
		(101) General Fund	\$1.50 PD Raises. Transfer not made int 20	\$ (52,728)	\$ -	
		(201) Correction Fund	Care of Prisoners (Sierra Vista Hospital)		\$ (60,000)	\$ (30,000)
		(101) General Fund	Transfer Excess Cash Balance from PDGRT per Commission approval 5/17/22	\$ -	\$ -	\$ (669,320)
		(297) PD Confidential	To replace Community Policing			
			<b>296 -Total Transfer OUT</b>	<b>\$ (105,456)</b>	<b>\$ (112,728)</b>	<b>\$ (752,048)</b>
			<b>296 - NET TRANSFERS</b>	<b>\$ 174,808</b>	<b>\$ (112,728)</b>	<b>\$ (752,048)</b>
<b>297</b>	<b>PD Cond.</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(298) PD Donations	Community Policing			
		(296) PD Gross Receipts	To replace Community Policing			
			<b>297 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(298) PD Donations	Closing PD Confid Bank Acct			
			<b>297 -TOTAL TRANSFER OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
			<b>297 - Net Transfers</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>298</b>	<b>PD Donations</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(297) PD Confid	Closing PD Confid Bank Acct			
			<b>298 -TOTAL TRANSFER IN</b>			

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

<b>Fund No.</b>	<b>Fund Name</b>	<b>Description</b>	<b>Purpose</b>	<b>Fiscal Year 2020-21 Actual</b>	<b>Fiscal Year 2021-22 Budgeted</b>	<b>Fiscal Year 2022-23 Projected</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Community Police			
		(297) PD Confidential	Closing PED Confid Bank Acct			
		(201) Corrections Fund	Deficit Coverage			
		(403) Debt Service	NMFA CAMERAS/REPEATER			
			<b>298 -TOTAL TRANSFER OUT</b>	\$ -	\$ -	\$ -
			<b>298-NET TRANSFERS</b>	\$ -	\$ -	\$ -
<b>302</b>	<b>Electrical Construction</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(503) Electric Division	Transfer Cash Acct no longer used.		\$ -	
		(503) Electric Division	Cielo Vista & Substation			
		(503) Electric Division	Debt Pymt. TorC 6 Refinanced			
			<b>302 -Total Transfer IN</b>	\$ -	\$ -	\$ -
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(503) Electric Division	Transfer Cash Acct no longer used.		\$ (3.93)	
		(503) Electric Division	NMFA Payoff/Refinance T or C 6			
			<b>302 -TOTAL TRANSFER OUT</b>	\$ -	\$ (3.93)	\$ -
			<b>302-NET TRANSFERS</b>	\$ -	\$ (3.93)	\$ -
<b>303</b>	<b>Veterans Wall</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(293) Vet Wall Perp	Closing Vet Wall Perp Bank Acct			
			<b>303 -Total Transfer IN</b>	\$ -	\$ -	\$ -
<b>304</b>	<b>Senior Grants</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	SJOA Grant 20-21			
		(101) General Fund	SJOA Grant 19-20	\$ -		
			<b>304 -Total Transfer IN</b>	\$ -	\$ -	\$ -

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year	Fiscal Year	Fiscal Year
				2020-21 Actual	2021-22 Budgeted	2022-23 Projected
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Owes to General Fund for 19-20 PY Exp	\$ (183,170)		
		(101) General Fund	Owes to General Fund for 20-21 PY Exp		\$ (60,080)	
		(216) Streets	Closing Senior Grants Bank Acct			
			<b>304 -Total Transfer OUT</b>	<b>\$ (183,170)</b>	<b>\$ (60,080)</b>	<b>\$ -</b>
			<b>304 - Net Transfer</b>	<b>\$ (183,170)</b>	<b>\$ (60,080)</b>	<b>\$ -</b>
<b>305</b>	<b>CI Capital Imp.</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	Deficit Coverage			
			<b>305 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Closing CI General Bank Acct	\$ -	\$ -	\$ -
			<b>305 -Total Transfer OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
			<b>305 - Net Transfer</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>306</b>	<b>Capital Improvement Jt. Utility</b>	<b>TRANSFER IN / OUT FROM OTHER FUNDS</b>				
		(503) Electric Division	Per City Code			
		(504) Water Division	Debt Payment			
		(504) Water Division	Per City Code			
		(506) Wastewater	Per City Code			
		(506) Wastewater	Debt Service			
		(505) Solid Waste	Per City Code			
		(507) Landfill/Collection Ctr.	Per City Code			
		(370) Water Trust Board Project	Project: NMFA Water Trust Board		\$ (75,000)	
			<b>306 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ (75,000)</b>	<b>\$ -</b>
<b>307</b>	<b>Golf Course Imp. Fund</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(508) Golf Course	Deficit Coverage & CI			
			<b>307 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>308</b>	<b>Capital Imp (USDA Sweeper)</b>	<b>TRANSFER OUT TO OTHER FUNDS</b>				

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
		(216) Municipal Streets	PY Balance Remaining	\$ -	\$ (100)	
			<b>307 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ (100)</b>	<b>\$ -</b>
<b>309</b>	<b>USDA Waste Water Treatment Plant</b>					
		<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(506) Waste Water Divisions	Cover Fund Deficit			
			<b>309 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(317) Waste Water Repair Reserves	Transfer Cash		\$ (40,042)	
			<b>309 -Total Transfer OUT</b>	<b>\$ -</b>	<b>\$ (40,042)</b>	<b>\$ -</b>
<b>310</b>	<b>Emergency Repair</b>					
		<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(503) Electric Division	Per City Code	\$ -		
			<b>310 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(316) Emergency Repair	Closed Emergency Reserve Bank Acct			
			<b>310 -Total Transfer OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
			<b>310 -Net Transfer</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>312</b>	<b>R &amp; R Airport</b>					
		<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund	Grant Matching Funds	\$ -		
		(101) General Fund	Temporary Loan to cover expenses			
		(315) Capital Improvement Reserve	NMDOT Aviation Division Electrical Vault Design Construction	\$ -	\$ -	
			<b>312 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Temporary Loan to cover expenses			
			<b>312 -Total Transfer OUT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
			<b>312 -Net Transfer</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

<b>Fund No.</b>	<b>Fund Name</b>	<b>Description</b>	<b>Purpose</b>	<b>Fiscal Year 2020-21 Actual</b>	<b>Fiscal Year 2021-22 Budgeted</b>	<b>Fiscal Year 2022-23 Projected</b>
<b>313</b>	<b>R &amp; R Water</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(504) Water Division	Transfer Cash Acct no longer used.		\$ -	
			<b>313 -Total Transfer IN</b>	\$ -	\$ -	\$ -
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(504) Water Division	Transfer Cash Acct no longer used.		\$ (0.03)	
		(316) Emergency Repair Reserve	Closed R&R Water Bank Acct			
			<b>313 -Total Transfer OUT</b>	\$ -	\$ (0.03)	\$ -
			<b>313 -Net Transfer</b>	\$ -	\$ (0.03)	\$ -
<b>314</b>	<b>CDBG</b>	<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(504) Water	Closed CDBG Bank Account			
		(506) WWTP	Closed CDBG Bank Account			
			<b>314 -Total Transfer OUT</b>	\$ -	\$ -	\$ -
<b>315</b>	<b>Capital Improvement Jt. Utility</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(506) Waste Water Division	Per City Code			
		(503) Electric Division	Per City Code 14-35 b	\$ 154,839	\$ 149,029	\$ 149,029
		(504) Water Department	Per City Code 14-35 b	\$ 20,639	\$ 30,670	\$ 30,670
		(505) Solid Waste	Per City Code 14-35 b	\$ 49,018	\$ 48,659	\$ 48,659
		(506) Waste Water	Per City Code 14-35 b	\$ 24,463	\$ 24,369	\$ 24,369
			<b>315 -Total Transfer IN</b>	\$ 248,959	\$ 252,727	\$ 252,727
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(370) Water Trust Board Project	Project: NMFA Water Trust Board Booster Station and Austin St. Improvements (7008)	\$ -	\$ (71,000)	
		(312) Other Federal Funded Projects	NMDOT Aviation Division Electrical Vault Design Construction	\$ -		

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
		(360) NMFA Projects	Water Preliminary Engineering Report (7000)		\$ (10,474)	
			<b>315 -Total Transfer OUT</b>	\$ -	\$ (81,474)	\$ -
			<b>315 - Net Transfers</b>	\$ 248,959	\$ 171,253	\$ 252,727
<b>316</b>	<b>Emergency Repair Reserve</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(503) Electric Division	Per City Code 14-35 c	\$ 3,125	\$ 3,125	\$ 3,125
		(504) Water Division	Per City Code 14-35 c	\$ 3,125	\$ 3,125	\$ 3,125
		(505) Solid Waste Division	Per City Code 14-35 c	\$ 3,125	\$ 3,125	\$ 3,125
		(506) Waste Water Division	Per City Code 14-35 c	\$ 3,125	\$ 3,125	\$ 3,125
		(507) Solid Waste Collection Center	Per City Code	\$ -		
		(310) Emergency Reserve	Closed Emergency Reserve Bank Acct			
		(313) R&R Water	Closed R&R Water Bank Acct			
			<b>316 -Total Transfer IN</b>	\$ 12,500	\$ 12,500	\$ 12,500
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(216) Municipal Streets	Street Repair, Hot and Cold Mix			
			<b>316 -Total Transfer OUT</b>	\$ -	\$ -	\$ -
			<b>316 - Net Transfer</b>	\$ 12,500	\$ 12,500	\$ 12,500
<b>317</b>	<b>Waste Water R&amp;R</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(216) Municipal Streets				
		(309) USDA WWTP	Transfer Cash		\$ 40,042	
		(506) Waste Water	Per City Code 14-35 d	\$ 19,027	\$ 18,954	\$ 18,954
			<b>317 -Total Transfer IN</b>	\$ 19,027	\$ 58,996	\$ 18,954
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(216) Municipal Streets	Street Repair, Hot and Cold Mix			
			<b>317 -Total Transfer OUT</b>	\$ -	\$ -	\$ -
			<b>317 - Net Transfer</b>	\$ 19,027	\$ 58,996	\$ 18,954



**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
<b>318</b>	<b>Electrical Reserve</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(503) Electric Division	Per City Code 14-35 e	\$ 10,000	\$ 10,000	\$ 10,000
			<b>318 -Total Transfer IN</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(503) Electric Division	Cash Needed for Expenditures	\$ (123,000)		
			<b>318-Total Transfer OUT</b>	<b>\$ (123,000)</b>	<b>\$ -</b>	<b>\$ -</b>
			<b>318 - Net Transfer</b>	<b>\$ (113,000)</b>	<b>\$ 10,000</b>	<b>\$ 10,000</b>
<b>360</b>	<b>NMFA Projects</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(315) Capital Improvement Reserve	Project: NMFA Colonias 2019 City-Wide Water Preliminary Engineering Report (7000)		\$ 10,474	
		(504) Water	NMFA Colonias 2021 Water System Improvements Phase 2 (7021)		\$ 50,000	
		(216) Municipal Street Fund	Project: NMFA Colonias 2020 MSD Project Roadway Replacement (7009)	\$ -	\$ 100,000	
			<b>360 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ 160,474</b>	<b>\$ -</b>
<b>370</b>	<b>Water Trust Board</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(315) Capital Improvement Reserve	Project: NMFA Water Trust Board Booster Station and Austin St. Improvements (7008)	\$ -	\$ 71,000	
					\$ 75,000	
			<b>370 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ 146,000</b>	<b>\$ -</b>
<b>380</b>	<b>Other State Funded Projects</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
			Project: NMDOT Aviation Division Airfield Maintenance and Consumable Items			
		(509) Airport	(7005)	\$ -	\$ -	
			<b>380 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>403</b>	<b>Debt Service</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(296) PD GRT	NMFA CAMERAS/REPEATER			
		(216) Municipal Street Fund	Debt Pymt. NMFA CIF-5192			\$ 5,000
		(503) Electric Division	Debt Pymt. NMFA PPRF-4967	\$ 98,948	\$ 93,639	\$ 67,094
		(503) Electric Division	Debt Pymt. NMFA PPRF-5652	\$ -	\$ -	\$ 100,578
		(504) Water Division	Debt Pymt. NMFA PPRF-4967	\$ 27,601	\$ 26,120	\$ 18,715
		(504) Water Division	Debt Payment (NMFA TorC 2,17,18,19,22)	\$ 216,227	\$ 115,991	\$ 115,992
		(504) Water Division	Debt Pymt DW4794		\$ 31,866	\$ -
		(504) Water Division	Debt Pymt CIF-4927		\$ 450	\$ 450
		(504) Water Division	Debt Pymt. Bank SW Bridge Loan Interest Appx \$4,600/Mo	\$ -	\$ 11,944	\$ 55,200
		(504) Water Division	Debt Pymt. NMFA WPF-5089			\$ 13,208
		(505) Solid Waste Division	Capital One Revenue Bond	\$ 119,293	\$ 115,540	\$ 116,788
		(506) Waste Water Division	Debt Service (NMFA TorC 24,27)	\$ 7,713	\$ 7,713	\$ 7,713
		(506) Waste Water Division	Debt Service USDA Loan \$715,000	\$ -	\$ 24,196	\$ 24,454
		(506) Waste Water Division	Debt Service USDA Loan \$315,000	\$ -	\$ 11,481	\$ 11,773
		(506) Waste Water Division	Debt Service-USDA Loan 9 (\$910,000)	\$ 34,147	\$ 34,787	\$ 34,427
			<b>403 -Total Transfer IN</b>	<b>\$ 503,929</b>	<b>\$ 473,727</b>	<b>\$ 571,392</b>
<b>502</b>	<b>Utility Office</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(503) Electric Division	Administrative Fees	\$ 98,343	\$ 107,925	\$ 82,000
		(504) Water Division	Administrative Fees	\$ 98,373	\$ 107,925	\$ 82,000
		(505) Solid Waste Division	Administrative Fees	\$ 98,343	\$ 107,925	\$ 82,000
		(506) Waste Water Division	Administrative Fees	\$ 98,343	\$ 107,925	\$ 82,000
		(507) Landfill/Collection Center	Administrative Fees	\$ -		
			<b>502 -Total Transfer IN</b>	<b>\$ 393,402</b>	<b>\$ 431,700</b>	<b>\$ 328,000</b>

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year	Fiscal Year	Fiscal Year
				2020-21 Actual	2021-22 Budgeted	2022-23 Projected
<b>503</b>	<b>Electric Division</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(302) Eletrical Construction	NMFA Payoff/Refinance T or C 6			
		(302) Eletrical Construction	Transfer Cash Acct no longer used.		\$ 3.93	
		(318) Electrical Const Reserves	Cash Needed for Expenditures	\$ 123,000		
		503-3702-12120	From NMSTO / Electric Investment		\$ 16.38	
		(503) Electric Dept CD Investment	Closed Out Transferred to Ele Oper	\$ 510,648		
		(503) NMSTO Investment	Closed Out Transferred to Ele Oper	\$ 848,739		
			<b>503 -Total Transfer IN</b>	<b>\$ 1,482,387</b>	<b>\$ 20.31</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Administrative Fees	\$ (1,290,000)	\$ (1,553,987)	
		(302) Electrical Construction	Cielo Vista & Substation	\$ -		
		(302) Electrical Construction	Debt Pymt. TorC 6 Refinanced	\$ -		
		(306) Capital Improvement Jt. Utility	Per City Code	\$ -		
		(310) Emergency Repair Fund	Per City Code	\$ -		
		(315) Capital Improvement Reserve	Per City Code 14-35 b	\$ (154,839)	\$ (149,029)	\$ (149,029)
		(316) Emergency Repair Reserve	Per City Code 14-35 c	\$ (3,125)	\$ (3,125)	\$ (3,125)
		(318) Electrical Repair Reserves	Per City Code 14-35 e	\$ (10,000)	\$ (10,000)	\$ (10,000)
		(403) NMFA Loan Debt Service	Debt Pymt. NMFA PPRF-4967	\$ (98,948)	\$ (93,639)	\$ (67,094)
		(403) NMFA Loan Debt Service	Debt Pymt. NMFA PPRF-5652			\$ (100,578)
		(502) Joint Utility Office	Administrative Fees	\$ (98,343)	\$ (107,925)	\$ (82,000)
		(503) Electric Dept CD Investment	To Elec Operating Fund for Expenditures	\$ (510,648)	\$ (16.38)	
		(503) NMSTO Investment	To Elec Operating Fund for Expenditures	\$ (848,739)	\$ -	
			<b>503 Total Transfer OUT</b>	<b>\$ (3,014,642)</b>	<b>\$ (1,917,721)</b>	<b>\$ (411,826)</b>
			<b>503 - Net Transfers</b>	<b>\$ (1,532,255)</b>	<b>\$ (1,917,701)</b>	<b>\$ (411,826)</b>
<b>504</b>	<b>Water Division</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(313) R&R Water Fund	Transfer Cash Acct no longer used.		\$ 0.03	
		(314) CDBG	Closed CDBG Bank Account			
			<b>504 -Total Transfer IN</b>	<b>\$ -</b>	<b>\$ 0.03</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
		(101) General Fund	Administrative Fees	\$ (40,000)	\$ (340,000)	\$ (250,000)
		(301) W/WW Effluent	Bank Inactivity			
		(403) Debt Service	Debt Pymt. NMFA PPRF-4967	\$ (27,601)	\$ (26,120)	\$ (18,715)
		(403) Debt Service	Debt Payment (NMFA TorC 2,17,18,19,22)	\$ (216,227)	\$ (115,991)	\$ (115,992)
		(403) Debt Service	Debt Pymt DW4794		\$ (31,866)	\$ -
		(403) Debt Service	Debt Pymt CIF-4927		\$ (450)	\$ (450)
		(502) Joint Utility Office	Administrative Fees	\$ (98,373)	\$ (107,925)	\$ (82,000)
		(306) Capital Improvement Jt. Utility	Per City Code			
		(306) Capital Improvement Jt. Utility	Debt Pymt.			
		(315) Capital Improvement Reserve	Per City Code 14-35 b	\$ (20,639)	\$ (30,670)	\$ (30,670)
		(313) R&R Water Fund	Bank Activity			
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (3,125)	\$ (3,125)	\$ (3,125)
		(216) Streets	Street Repair, Hot and Cold Mix	\$ -	\$ (30,000)	\$ (30,000)
		(403) Debt Service	Debt Pymt. Bank SW Bridge Loan Interest Appx \$4,600/Mo	\$ -	\$ (11,944)	\$ (55,200)
		(403) Debt Service	Debt Pymt. NMFA WPF-5089			\$ (13,208)
		(360) NMFA Colonias	NMFA Colonias 2021 Water System Improvements Phase 2 (7021)		\$ (50,000)	
			<b>504 - Total Transfers OUT</b>	<b>\$ (405,965)</b>	<b>\$ (748,091)</b>	<b>\$ (599,360)</b>
			<b>504 NET TRANSFERS</b>	<b>\$ (405,965)</b>	<b>\$ (748,091)</b>	<b>\$ (599,360)</b>
<b>505</b>	<b>Solid Waste Division</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(507) Landfill/Collection Ctr.	Close Transfer Station Bank Account		\$ 20.09	\$ -
			<b>505 - Total Transfer IN</b>	<b>\$ -</b>	<b>\$ 20.09</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(403) Pledge Debt Service	Capital One Revenue Bond	\$ (119,293)	\$ (115,540)	\$ (116,788)
		(502) Joint Utility Office	Administrative Fees	\$ (98,343)	\$ (107,925)	\$ (82,000)
		(101) General Fund	Administrative Fees	\$ (125,000)	\$ (625,000)	\$ (250,000)
		(101) General Fund	Salary Study		\$ (21,700)	
		(507) Landfill/Collection Ctr.	Fund Deficit			

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
		(306) Capital Improvement Jt. Utility	Per City Code			
		(315) Capital Improvement Reserve	Per City Code 14-35 b	\$ (49,018)	\$ (48,659)	\$ (48,659)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (3,125)	\$ (3,125)	\$ (3,125)
			<b>505 - Total Transfers OUT</b>	<b>\$ (394,779)</b>	<b>\$ (921,949)</b>	<b>\$ (500,572)</b>
			<b>505 - NET TRANSFERS</b>	<b>\$ (394,779)</b>	<b>\$ (921,929)</b>	<b>\$ (500,572)</b>
<b>506</b>	<b>Waste Water Division</b>	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(314) CDBG	Closed CDBG Bank Account			
			<b>506 Total Transfer IN</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(101) General Fund	Administrative Fee	\$ (90,000)	\$ (90,000)	\$ (250,000)
		(502) Joint Utility Office	Administrative Fee	\$ (98,343)	\$ (107,925)	\$ (82,000)
		(306) Capital Improvement Jt. Utility	Per City Code			
		(306) Capital Improvement Jt. Utility	Debt Service			
		(403) Debt Service	Debt Service (NMFA TorC 24,27)	\$ (7,713)	\$ (7,713)	\$ (7,713)
		(403) Debt Service	Debt Service-USDA Loan 9 (\$910,000)	\$ (34,147)	\$ (34,787)	\$ (34,427)
		(506) Waste Water Division	Debt Service USDA Loan \$715,000	\$ -	\$ (24,196)	\$ (24,454)
		(506) Waste Water Division	Debt Service USDA Loan \$315,000	\$ -	\$ (11,481)	\$ (11,773)
		(309) USDA WWTP	Fund Deficit			
		(315) Capital Improvement Jt. Utility	Per City Code 14-35 b	\$ (24,463)	\$ (24,369)	\$ (24,369)
		(316) Emergency Repair Fund	Per City Code 14-35 c	\$ (3,125)	\$ (3,125)	\$ (3,125)
		(317) Waste Water Repair Reserves	Per City Code 14-35-d	\$ (19,027)	\$ (18,954)	\$ (18,954)
		New Account for Debt Service Reserve	Debt Service Reserve-USDA Loan (\$910,000) Current Year			
		New Account for Debt Service Reserve	Debt Service Reserve-USDA Loan (\$715,000) Current Year			
		New Account for Debt Service Reserve	Debt Service Reserve-USDA Loan (\$315,000) Current Year			
		New Account for Debt Service Reserve	Short Lived Asset Reserve USDA Current Year			
		6/1/2016-6/30/2021	Debt Service Reserve USDA Loan \$910,000 Prior Year			
		10/1/19-6/30/21	Debt Service Reserve USDA Loan \$715,000 Prior Year			
		10/1/19-6/30/21	Debt Service Reserve USDA Loan \$315,000 Prior Year			
		6/1/2016-6/30/2021	Short Lived Asset Reserve USDA Current Year			
		(216) Streets	Street Repair, Hot and Cold Mix	\$ -	\$ (15,000)	\$ (15,000)
			<b>506 - Total Transfers OUT</b>	<b>\$ (276,818)</b>	<b>\$ (337,550)</b>	<b>\$ (471,815)</b>
			<b>506 - Net Transfers</b>	<b>\$ (276,818)</b>	<b>\$ (337,550)</b>	<b>\$ (471,815)</b>

**CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS**

Fund No.	Fund Name	Description	Purpose	Fiscal Year 2020-21 Actual	Fiscal Year 2021-22 Budgeted	Fiscal Year 2022-23 Projected
507	Landfill	<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(502) Joint Utility Office Administrative Fee				
		(101) General Fund Administrative Fee				
		(505) Solid Waste Division Close Transfer Station Bank Account			\$ (20.09)	
		(306) Capital Improvement Jt. Utility Per City Code				
		(316) Emergency Repair Fund Per City Code				
		<b>507 -Total Transfer OUT</b>		\$ -	\$ (20.09)	\$ -
508	Golf Course	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund Deficit Coverage		\$ 125,000	\$ 151,437	\$ 80,000
		(101) General Fund Minimum Wage Increase			\$ 448	
		(214) Lodgers Tax Deficit Coverage		\$ 55,000	\$ 55,000	\$ 55,000
		<b>508 -Total Transfer IN</b>		\$ 180,000	\$ 206,885	\$ 135,000
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(307) Golf Course Improvement Fund Capital Improvement Reserve				
		<b>508 -Total Transfer OUT</b>		\$ -	\$ -	\$ -
		<b>508 - Net Transfers</b>		\$ 180,000	\$ 206,885	\$ 135,000
509	Airport	<b>TRANSFER IN FROM OTHER FUNDS</b>				
		(101) General Fund General Fund Support		\$ 121,000	\$ 144,238	\$ 70,000
		(101) General Fund Minimum Wage Increase			\$ 280	
		<b>509 -Total Transfer IN</b>		\$ 121,000	\$ 144,518	\$ 70,000
		<b>TRANSFER OUT TO OTHER FUNDS</b>				
		(30800) Other State Funded Projects Project: NMDOT Aviation Division Airfield Maintenance and Consumable Items (7005)		\$ -	\$ -	
		(101) General Fund Reimb GF for \$30,000 Cares Act Grant (exp paid in 19-20) Did not happen in 20-21		\$ (30,000)		
		<b>509 -Total Transfer OUT</b>		\$ (30,000)	\$ -	\$ -
		<b>509 - Net Transfers</b>		\$ 91,000	\$ 144,518	\$ 70,000

## CITY OF TRUTH OR CONSEQUENCES SCHEDULE OF TRANSFERS

[illegible]

## CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

City Manager Swingle explained that we moved this item up on the agenda because Judge Sanders starts her hearings at 10:00 a.m. today, and she would like to address the Commission with some comments about her budget.

Judge Sanders presented her budget to the Commission and explained what is essential to run the Municipal Court. She explained why she needs each position in her office.

City Manager Swingle explained that the positions include in the Courts budget is the Judge, the Court Administrator, the full time position, and the second requested full time position have been excluded. He met with the Judge, and asked her what was essential and what was not essential for the operation. She talked about the software and said that it was essential so we didn't make a cut on that at all. There were some minor programs that she said she would like to do that were not essential and those were cut. It was a few thousand dollars. The bottom line is whether or not you want to fund the 3<sup>rd</sup> or 4<sup>th</sup> person in that office. The Judge did indicate that Margaret Clanton is not allowed to handle any of the paperwork because she is the Alternate Judge. His first question to her was why is Margaret an Alternate Judge, and why are we paying somebody to be the Administrator and process all of these documents, when they are not allowed to do it. Judge explained it was because she was not able to find anyone else to serve in that role. If you eliminate that 3<sup>rd</sup> and 4<sup>th</sup> position, then they will have to find an Alternate Judge, but he can't imagine that an Alternate Judge is used often or if at all.

Mayor Forrister stated that her suggestion would be to take Margaret off as an Alternate Judge and have her do what she has been doing for years and where her expertise is as the Court Administrator, and then don't have cases held on the days the Judge cannot be there. Everyone else is making sacrifices, and they are going to have to do the same.

Commissioner Mitchell suggested that we keep Margaret's position and the Court Clerk II Position, and request that Margaret go back to administration.

Mayor Pro-Tem Hechler suggested that the Courts hire a temporary COVID screener, with the intent and idea of working towards a phase out down the road.

The Commission discussed the funding of Lodgers Tax allocations.

**Mayor Pro-Tem Hechler made a motion to fund Geronimo Trail Scenic Byway \$5,000; MainStreet \$4,500; Sierra County Recreation and Tourism Advisory Board \$17,000, and Sunny 505 \$25,000. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**Mayor Pro-Tem Hechler made a motion to approve Resolution No. 62 21/22 and accept the Preliminary (Interim) FY 2022-23 Budget as presented with the exceptions that were noted in the first motion. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**



## CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

City Clerk Torres asked that items I8-I10 be moved before item G1.

**Mayor Forrister made a motion to move items I8-I10 before item G1. Commission Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously**

### **New Business:**

**I(8). Discussion/Action: Accept or Deny recommendation from the Planning and Zoning Commission pertaining to Variance at 355 S. Foch; 365 S. Foch; and 375 S. Foch:**

Traci Alvarez, Assistant City Manager explained that this item was brought before the Planning & Zoning Commission on May 19<sup>th</sup>, and a public hearing was held. The applicant is requesting to allocate street side parking at 355 S. Foch; 365 S. Foch; and 375 S. Foch, which is a city street. The Planning & Zoning Commission voted unanimously to deny the request.

Mayor Pro-Tem Hechler asked the applicant who is parking in the parking places that are not moving, and he asked if it would be better to zone Foch Street as 1hr parking only so the traffic is always turned over, and people don't park there all day long. He asked if that would alleviate the problem or is it creating more harm.

Mario Maez, applicant explained that he owns 355 S. Foch; 365 S. Foch; and 375 S. Foch which goes to the corner of Sims to where the Radio Shack Building starts. He has a canopy that stops 20 feet from Sims onto Foch Street. All he is asking is for his canopy parking which are approximately 3 and ½ cars. If his secretary parks her car behind the last post, you can fit 3 cars in the front. He has a lot of elderly customers who come in to pay their rent or loan payment, and during the hours of 10:30 a.m. until 2:00 p.m. it is filled in front of his parking because of El Faro. He is not degrading El Faro by any means, but right across the street is an entire strip of parking they use, and they have their parking lot. He has four employees in his office which consists of him, his mother, his secretary, and his handyman. His handyman is never there during the day. His secretary parks in the last pole back where the sign is at. He usually parks in front and his mother parks in the back at 402 Sims which is the Angel Lady's parking. She lets them use one of her parking spaces. One hour parking would probably make a difference. He is not necessarily asking for this on the weekends, because he is closed on the weekends, but on the weekends it is completely slammed up to the brewery.

Mayor Pro-Tem Hechler stated that he understands what is happening. However, he is a little worried if they allow this to happen for his business that other businesses will want to do the same. *(The remaining Commissioners agreed).*

**Commissioner Mitchell made a motion to also deny the application pertaining to a Variance at 355 S. Foch; 365 S. Foch; and 375 S. Foch. Commission Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**I(9). Discussion/Action: Accept or Deny recommendation from the Planning and Zoning Commission pertaining to Summary Plat Amendment at 825 W. 9th Street, Truth or Consequences:**

Traci Alvarez, Assistant City Manager explained that this was also presented by public hearing to our Planning & Zoning Commission on May 19<sup>th</sup>. The applicant is requesting to combine her parcels. The Planning & Zoning Board voted unanimously to approve it. There are no issues or concerns with anything with the parcel. She owns to large lots and she wants to combine it as one.

**Commissioner Mitchell made a motion to accept the recommendation from the Planning and Zoning Commission pertaining to Summary Plat Amendment at 825 W. 9th Street, Truth or Consequences. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**I(10). Discussion/Action: Accept or Deny recommendation from the Planning and Zoning Commission pertaining to Summary Plat Amendment and Variance at 1500 E. Riverside:**

Traci Alvarez, Assistant City Manager explained that this was also presented by public hearing to our Planning & Zoning Commission on May 19<sup>th</sup>. The applicant is requesting to split his parcel into four parcels. Each parcel would then have a riverfront property parcel to be identified as Parcels 1A, 2A, 3A, and 4A, and the riverfront parcels would not be able to be developed or have anything built on them. They are for recreational purposes only. They would also have to all stay together, so if at one point he would want to sell parcels 2, 3, and 4; the parcels would have to stay with each riverfront parcel. The Planning & Zoning Board voted unanimously to approve it.

**Commissioner Mitchell made a motion to accept the recommendation from the Planning and Zoning Commission pertaining to the Summary Plat Amendment and Variance at 1500 E. Riverside. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

**I(11) Discussion/Action: Accept or Deny recommendation from the Planning and Zoning Commission pertaining to Variance Request on Parcel: 3022079415169:**

Traci Alvarez, Assistant City Manager explained that the applicant/property owner is requesting a variance request pertaining to his previously approved summary plat amendment. The amendment has been approved by both the Planning & Zoning Commission and the City Commission subject to approval of a variance request. The variance request was not originally submitted with the previous request due to a lack of clarification of unobstructed access. The property currently has access to Van Patten Street, but it cannot be considered unobstructed as access is by way of an

## CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

undeveloped/unnamed dirt access along a drainage ditch that crosses private property lines. The property owner also plans to develop a street providing unobstructed access. The variance could be considered temporary until development occurs. A Public Hearing was held through the Planning & Zoning Commission and it carried with a 2-1 vote. 2 approved and 1 was against.

**Commissioner Mitchell made a motion to accept the recommendation from the Planning and Zoning Commission pertaining to the Variance Request on Parcel 3022079415169. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer. Motion carried unanimously.**

### **G. PUBLIC HEARINGS:**

- 1. Public Hearing/Discussion/Action: Public Hearing and approval of a Winegrower Liquor License (*with on premises consumption and package sales with patio service*) at the Love Shack LC, located at 520 N. Broadway Street, Truth or Consequences, New Mexico:**

City Clerk Torres explained that Lillis Urban, the owner of Love Shack LC, located at 520 N. Broadway Street is applying for a Winegrower Liquor License (with on premises consumption and package sales with patio service). A zoning statement has already been approved by our Planning & Zoning Department, and the Director of the Alcohol and Gaming Division has given Preliminary Approval for the issuance of this License. We are required to hold a public hearing to receive public input, as well as final approval from our governing body. Many people have submitted letters of support for this liquor license and the letters are included in the packet. The applicant also included a mission statement.

Mayor Forrister opened the public hearing.

### **Proponents:**

Ida Aabo: Complete copy of comment attached hereto and made a part hereof.

Dana Greene: Complete copy of comment attached hereto and made a part hereof.

James Bush: Complete copy of comment attached hereto and made a part hereof.

Sandi Bodge: Complete copy of comment attached hereto and made a part hereof.

Willie Hunton: Complete copy of comment attached hereto and made a part hereof.

Chris Slate: Complete copy of comment attached hereto and made a part hereof.

Rob Stroup: Complete copy of comment attached hereto and made a part hereof.

Nancy Kosh: Complete copy of comment attached hereto and made a part hereof.

## CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

Marianne Blau: Complete copy of comment attached hereto and made a part hereof.

Wendy Tremayne: Complete copy of comment attached hereto and made a part hereof.

Durrae Johanek: Complete copy of comment attached hereto and made a part hereof.

Bob Jackson: Complete copy of comment attached hereto and made a part hereof.

Jordyn Jackson: Complete copy of comment attached hereto and made a part hereof.

Amy Smith Muise: Complete copy of comment attached hereto and made a part hereof.

Cody Mullen: Complete copy of comment attached hereto and made a part hereof.

Jessica Logreiera: Complete copy of comment attached hereto and made a part hereof.

Mitchell Torres: Complete copy of comment attached hereto and made a part hereof.

### **Opponents:**

There were no opponents.

Mayor Forrister closed the public hearing.

**Commissioner Fahl moved to approve the Winegrower Liquor License (with on premises consumption and package sales with patio service) at the Love Shack LC, located at 520 N. Broadway Street, Truth or Consequences, New Mexico. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

### **H. ORDINANCES/RESOLUTIONS/ZONING:**

#### **2. Discussion/Action: Resolution No. 57 21/22 and Resolution No. 57A 21/22 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments:**

Traci Alvarez, Assistant City Manager explained Resolution No. 57 21/22 is just a requirement in order to apply for CDBG funding. These are boiler plate citizen participation plan, and fair housing which is noted as Resolution No. 57A 21/22.

**Mayor Pro-Tem Hechler moved to approve Resolution No. 57 21/22 and Resolution No. 57A 21/22 approving the required Community Development Block Grant (CDBG) Annual Certifications and Commitments. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**



NMRLD

NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

## PUBLIC COMMENT

We welcome public comments, either positive or negative, regarding liquor license applications. If you feel the approval of the liquor license would endanger or adversely affect your community, please provide all issues of concern. If you are in support of issuing the liquor license, please document that below.

Establishment/Applicant Name: Love Shack LC

Proposed Location: 520 N Broadway St

In the City of: Truth or Consequences

RECEIVED

MAR 16 2022

ALCOHOLIC BEVERAGE CONTROL

Summarize your comment or concerns, attach addition pages if necessary:

I support the issuing of the liquor  
license for Love Shack LC at 520 N.  
Broadway in T.O.C.

I feel strongly that it will have  
a positive effect on the vitality of our  
downtown, ~~but we~~ and will certainly have  
a positive effect on the economy as well.  
Thank-you.

Your Name: JAMES N. BUSH Date: MAR 14, 2022

Your Street Address: 618 IVY ST.

City: T.O.C. State: NM Zip: 87901

How may we contact you?

Phone: 575 740-0856 E-mail: NONE

You may submit your comments or concerns on-line through the RLD website, or mail this form to Regulation & Licensing Department Attn: AGD, PO Box 25101, Santa Fe, NM 87504-5101.

Revised 2/8/2021



**Koroneos-Martinez, Charmaine, RLD**

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**From:** sandi bodge <sandibodge@gmail.com>  
**Sent:** Tuesday, March 15, 2022 9:08 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Liquor License Application

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Applicant name: Love Shack LC

Proposed Location: 520 N Broadway  
Truth or Consequences, NM

Comment: I believe that approval of a liquor license for The Love Shack would be a positive step for Truth or Consequences. We visit several times a year. The owners of The Love Shack are dedicated to the preservation and improvement of this lovely town.

Sandra Bodge  
POB 2916  
Ranchos de Taos, NM  
87557

## **Koroneos-Martinez, Charmaine, RLD**

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**From:** Willie Hunton <mandowil@bellsouth.net>  
**Sent:** Tuesday, March 15, 2022 8:05 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Truth or Consequences Love Shack LC Liquor License Application

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Applicant Name: Love Shack LC

Proposed Location: 520 N Broadway Truth or Consequences, NM

Comment: I believe that The Love Shack liquor License approval would be a very positive step for the further development of the Truth or Consequences downtown business corridor. We visit the T or C area several times a year and have been delighted in the renewal of this until recently downtrodden area. The owners of the Love Shack have done a fabulous job redeveloping their property and should be given all of the support needed to make it a successful venture in these very trying times.

William Hunton  
PO Box 1704  
Taos, NM 87529

**Koroneos-Martinez, Charmaine, RLD**

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**From:** Chris Slate <jcslate@earthlink.net>  
**Sent:** Friday, March 11, 2022 11:36 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Support for Love Shack LC

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Hello

I would like to express my 100% support and enthusiasm for Love Shack LC, at 520 N Broadway in T or C, and for their application for a liquor license.

I am excited for what Love Shack LC will be creating, and feel it will be a fantastic asset to our T or C community.

Sincerely,  
Christopher Slate

Sent from my iPhone



## **Koroneos-Martinez, Charmaine, RLD**

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**From:** robstroup@mindspring.com  
**Sent:** Friday, March 11, 2022 1:21 PM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] In support of Love Shack liquor license

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Hello Charmaine,

Re:  
Applicant name: Love Shack LLC  
Proposed location: 520 N Broadway St, TorC, NM 87901

**Comment:**

I am a community member of the city of Truth or Consequences NM. I just wanted you to know that our community offers wide and sweeping support for the opening of a small, but classy, bar in the downtown area. The owners submitting this application are outstanding citizens and educated and people and are much loved by the people of this town. They are also responsible people who will take seriously the responsibilities of a liquor license. I hope that you will strongly consider granting this license. It is a much needed addition to our town.

Thank you.

Rob Stroup  
501 N Pine St  
TorC NM 87901

**Koroneos-Martinez, Charmaine, RLD**

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**From:** Nancy Kosh <nancykosh@gmail.com>  
**Sent:** Friday, March 11, 2022 11:28 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Love Shack LC License 520 N Broadway

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To whom it may concern,

As a resident of Truth or Consequences and Short Term Rental Owner here, I would like to recommend Love Shack to be approved for a liquor license.

I believe this type of business would be an asset to the community and will generate revenue for the town. Thank you for your consideration.

Nancy Kosh  
952 Veater St  
TorC

--

Have a great day! Nancy

**Koroneos-Martinez, Charmaine, RLD**

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**From:** Marianne Blaue <marianne@torc.beer>  
**Sent:** Friday, March 11, 2022 11:37 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Support of liquor license in downtown T or C

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**CAUTION:** This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

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**Applicant Name:**  
Love Shack LLC

**Proposed Location:**  
520 N Broadway St,  
TorC

**Comment:**

I am part owner of the brewery in downtown T or C and also a downtown resident and mother. I endorse the application for a liquor license at 520 N - the downtown needs a responsibly run place to celebrate over a mixed drink for locals and tourists alike and the add-on economic impacts of added vitality in the downtown (instead of vacant storefronts) is a commerce and community win.

Your name: Marianne Blaue  
Address: 211 W. Riverside Dr. Truth or Consequences, NM 87901  
Cheers,

Marianne Blaue  
General Manager, Owner  
Truth or Consequences Brewing Company

**Koroneos-Martinez, Charmaine, RLD**

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**From:** wendy tremayne <wendy.tremayne@gmail.com>  
**Sent:** Friday, March 11, 2022 11:30 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Re: Love Shack Wine Bar: License

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

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Hi Charmaine,

It's Wendy Tremayne writing, 16 year resident of TorC.

I'm writing to send my support for the Love Shack license in process for a future wine bar at 520 N. Broadway St.

I know the applicant well and feel extremely confident that this wine bar will be successful in every way: responsibility, creating a beautiful atmosphere, giving our tourists and local residents a needed place to gather, and I'm grateful that they're willing to work hard to bring this to us.

Please know that I support this license and look forward to the beginning of this business in town.

Very Best,  
Wendy Tremayne  
504 S Pershing. St. TorC  
917 991 3309

## Koroneos-Martinez, Charmaine, RLD

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**From:** durrae johanek <durrae@montana.com>  
**Sent:** Monday, March 14, 2022 8:00 AM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Love Shack application

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

I am in full support of Love Shack's (Lillis Urban, 520 N. Broadway, T or C) liquor license. The proposed winery would definitely enhance a major street in T or C that is currently housing several empty business buildings.

Durrae Johanek, 415 Broadway, T/C

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This email has been checked for viruses by AVG.

<https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.avg.com%2F&data=04%7C01%7Ccharmaine.martinez2%40state.nm.us%7C9402ee2067ae4309deb708da05c2ec3d%7C04aa6bf4d436426fbfa404b7a70e60ff%7C0%7C0%7C637828631997956642%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikk1haWwiLCJXVCi6Mn0%3D%7C2000&sdata=iU3B0G1crEeeYrGqHcUdI5u8lrhzliKgJrPfy2W3nWA%3D&reserved=0>

**Koroneos-Martinez, Charmaine, RLD**

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**From:** Bob Jackson <ixoyersj@gmail.com>  
**Sent:** Friday, March 11, 2022 6:26 PM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Recommendation of Support - Wine and Liquor License Application for Love Shack, LLC

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Ms. Charmaine Martinez,

We are writing this email to you to voice our full support for the Wine and Liquor License application of Love Shack, LLC (520 N Broadway St, TorC) ...

We know the owner, Lillis Urban. She is an incredibly gifted contributor to the community as well as an incredibly intelligent individual.

This business, with this license granted, will be another needed step in the social development of our town.

Sincerely,  
Robert & Kari Jackson  
615 Grape Street  
TorC, 87901

--  
***Bob J gmail***

## Koroneos-Martinez, Charmaine, RLD

---

**From:** Jordyn Jackson <jordynjacksonmusic@gmail.com>  
**Sent:** Friday, March 11, 2022 1:52 PM  
**To:** Koroneos-Martinez, Charmaine, RLD  
**Subject:** [EXTERNAL] Love Shack's Liquor License

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Applicant Name:  
Love Shack LC

Proposed Location:  
520 N Broadway St,  
TorC

Comment:  
I support the issuance of a liquor license to Love Shack, and believe it will be a benefit to our community's social culture.

Your name: Jordyn Jackson  
Your address: 239 E 7th Avenue, TorC, NM 87901

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Sincerely,

Jordyn Jackson | Flagship Romance

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.flagshipromance.com%2F&data=04%7C01%7CCharmaine.Martinez2%40state.nm.us%7C2f89a78fe28f4788190208da03a10c62%7C04aa6bf4d436426fbfa404b7a70e60ff%7C0%7C0%7C637826288222022060%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C2000&data=bGWBZfspNKroaSRPgZDZQbgfAAIKFys4nPI7Hy%2FqBY%3D&reserved=0>

<https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.handplayedhandmade.com%2F&data=04%7C01%7CCharmaine.Martinez2%40state.nm.us%7C2f89a78fe28f4788190208da03a10c62%7C04aa6bf4d436426fbfa404b7a70e60ff%7C0%7C0%7C637826288222022060%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C2000&data=3IO99DKDgdgPInim0EaSRhieJvff0LV9zKGk7qhDT%2BI%3D&reserved=0>

## **Torres, Angela**

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**From:** Amy Smith Muike <smiamy@gmail.com>  
**Sent:** Monday, May 16, 2022 9:44 PM  
**To:** Torres, Angela  
**Subject:** Support for Love Shack

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**Categories:** Agenda Items

Dear T or C community,

I am writing to express my hearty recommendation of the Love Shack project whose application is coming up for public hearing for a winegrower wine liquor license. As a former resident and frequent visitor to Sierra County, I believe their establishment will easily find a niche and add vibrancy to the hot springs district.

The carefulness, thoughtfulness and skills of the Love Shack team cannot be overstated. With deep expertise in horticulture and hospitality, financial savvy, and an impeccable eye for what makes a space pleasing, they have what it takes to create a thriving business in T or C.

Thank you for your time.

Sincerely,  
Amy Muike



## **Torres, Angela**

---

**From:** Cody Mullen <codymullen86@gmail.com>  
**Sent:** Monday, May 16, 2022 8:08 PM  
**To:** Torres, Angela  
**Subject:** Love shack liquor license

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

**Categories:** Agenda Items

Lillis Urban is doing a fantastic job creating a venue that will continue to bring more tourists and more local activity to downtown T or C. I have worked with her and she is very competent and driven. I have no doubt that the approval will benefit everyone in T or C.

**Torres, Angela**

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**From:** Christopher Slate <jcslate@earthlink.net>  
**Sent:** Friday, May 20, 2022 11:18 AM  
**To:** Torres, Angela  
**Subject:** Letter of support for Love Shack

Ms. Angela Torres  
T or C City Clerk

LOVE SHACK WILL BE GREAT FOR TOWN AND GREAT FOR OUR COMMUNITY!!!

Christopher Slate  
134 N Broadway  
T or C, NM 87901

**Torres, Angela**

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**From:** Jessica Logreira <jessica@emergencenm.com>  
**Sent:** Friday, May 20, 2022 11:19 AM  
**To:** Torres, Angela  
**Subject:** Letter of support - Love Shack Winegrower Wine & Liquor license

**Ms. Angela Torres**  
**TorC City Clerk**

Good morning Ms. Torres,

I am looking forward to seeing the **Love Shack, located at 520 N Broadway Street** obtain a Winegrower Wine & Liquor license. It will be a great place in the downtown TorC district for friends to get together and visit while sipping a glass of wine or a cocktail. We need a gathering place that's easy to walk to and that provides a mellow atmosphere for connection.

I thank the city commissioners for their support on this initiative that will benefit the community as well as tourists.

**Jessica Logreira**  
**590 Mims Street #6**  
**TorC, NM**  
**87901**

## Torres, Angela

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**From:** Torres Michell <oregongirl66@icloud.com>  
**Sent:** Thursday, May 19, 2022 2:11 PM  
**To:** Torres, Angela  
**Subject:** The Love Shack ....comments

To Ms. Angela Torres,

Good day, I am writing to offer my support & whole hearted endorsement for the Love Shack, & its proprietor, Dr. Lillis Urban. I hope to encourage approval of the winegrower/wine/liquor license necessary for the Love Shack to begin operating as soon as possible. I feel certain Dr. Urban & the love shack, will be a great asset to Truth or Consequences growing "hospitality oriented" businesses. As a new member of this community, and also a new business owner here in town, I am excited to see this kind of quality driven, professional and thoughtful plan, become a reality. I continue to see tourists daily at my own business, who ask where else they should eat and/ or drink, or what else is there to do here, post soak? and while T or C offers so much in such a small package, we could most definitely benefit from additional food & beverage establishments. To have a new venue in town for adults to enjoy a cocktail with the responsible & professional management /ownership of Dr. Lillis Urban along with her vision & impeccable style, would be a win for Truth or Consequences residents and visitors alike.

So I encourage you in closing, to approve all licensing necessary and let the Love Shack vibes begin!

Sincerely,  
Michell Torres  
owner/chef  
Full Moon Kitchen

## Torres, Angela

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**From:** Lillis Urban <lillisurban@gmail.com>  
**Sent:** Tuesday, May 24, 2022 6:13 AM  
**To:** Torres, Angela  
**Subject:** Love Shack LC- public hearing 5/24/2022

Hello Angela,

Unfortunately, I am unable to attend the public hearing on Wednesday.

If you would, please share with the public and members of the Commission the following *Executive Summary* and *Mission Statement* for "Love Shack".

Thank you,  
Lillis Urban  
Registered Agent  
Love Shack LC

*Executive Summary:*

Love Shack is a New Mexico-meets-Morocco intimate bar that serves New Mexico wines, select craft cocktails, and craft beers on tap. Beautiful, soft lit atmosphere with live music on the patio. Love Shack specializes in producing small batch white wines.

*MISSION STATEMENT:*

Love Shack provides a beautiful space to relax and visit over a cocktail, glass of wine, or a beer. Behind the scenes, Love Shack makes wine, specializing in small batch white wines crafted in stainless steel. At Love Shack you can enjoy the desert evening on the patio, listening to music, or relax inside at the bar under soft lighting. The bar staff talks with you, just like the old times, and the decor reminds you of Rick's Cafe in Casablanca. Love Shack is a part of the southern New Mexico landscape and a vital part of historic downtown Truth or Consequences, New Mexico. The friendly, slower pace of life in southern New Mexico is a welcome reprieve at Love Shack. In the winter, the cast iron fireplace glows. There are comfortable seating options, small tables, couches, and no televisions. On occasion, we host intimate music indoors.

Love ♥☐ Shack values creativity, beauty, nature, music, and friendship. Love Shack is a place where people meet. It's a place where beautiful things happen between people.

**3. Discussion/Action: Resolution No. 60 21/22 Budget Adjustment Resolution:**

Carol Kirkpatrick, Finance Director reviewed the Budget adjustments that were submitted in the packet.

**Commissioner Mitchell moved to approve Resolution No. 60 21/22 Budget Adjustment Resolution. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**4. Discussion/Action: Resolution No. 61 21/22 to submit a bond and question for Street, Water, and Wastewater Infrastructure:**

City Manager Swingle explained that we have a guest today, Mark Valenzuela, Bosque Advisors, LLC from the Commission Retreat. What you have before you is a discussion from the retreat about exploring the possibility of imposing a bond. This resolution is to identify the question and start the process for us to have a bond referendum in November if the timing is proper.

Mark Valenzuela, Bosque Advisors, LLC explained that the only thing that this resolution is missing at this point are the dollar amounts that you would associate with each item. New Mexico Constitutional law doesn't really allow you to put together different types of questions. Since we have two different infrastructures, Street, Water, and Wastewater Infrastructure, we would have to have two different questions on the ballot. The city has \$4.2 million dollars of bonding capacity, so the question would be if you want to use the entire amount and if you do how much would you attribute to the Streets, and how much would go to Water/Wastewater. Once you make that decision the risk of going to voters is that they select one over the other, and if they only select one then you can only use the amount that was set aside for whichever project that was selected. Once this approved and it goes to the County Clerk to be included in the ballot, you would be encouraged to start making presentations for the bond up to the election in November to get the word out, but you cannot use city resources to advocate for the bond issue.

**Commissioner Mitchell moved to approve Resolution No. 61 21/22 to submit a bond and question for Street, Water, and Wastewater Infrastructure. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**5. Discussion/Action: Resolution No. 63 21/22 Participation in Local Government Road Fund Program and Request for Match Waiver Administered by New Mexico Department of Transportation:**

Traci Alvarez, Assistant City Manager explained that the city has received an award offer from the 2022/2023 Local Government Road Fund Program for a total project

amount of \$313,636.00 (\$235,227.00 Grant/\$78,409.00 Match). The city will be submitting a letter of intent to apply for a hardship waiver for the match. The scope of the project is for Pine Street from East 8th Avenue, to East 5th Avenue, to include full depth pavement reclamation, subgrade preparation, base course, and 3" of hot mix asphalt. The damaged curb & gutter will be replaced, along with permanent signing and striping.

**Mayor Pro-Tem Hechler moved to approve Resolution No. 63 21/22 Participation in Local Government Road Fund Program and Request for Match Waiver Administered by New Mexico Department of Transportation. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**6. Discussion/Action: Resolution No. 64 21/22 declaring official intent to reimburse the city with proceeds of a future tax-exempt borrowing:**

Carol Kirkpatrick, Finance Director explained that the city is in the process of financing the North Transformer with the New Mexico Finance Authority. The vendor has submitted the invoice in the amount of \$1,188,815.53 for payment, and we have to pay the vendor for the work that they have done. We are going to pay them now. This is just to say to the New Mexico Finance Authority that we are going to reimburse that fund when we do get the loan proceeds.

**Commissioner Fahl moved to approve Resolution No. 64 21/22 declaring official intent to reimburse the city with proceeds of a future tax-exempt borrowing. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**7. Discussion/Action: Selection of CDBG Project and execute and approve Resolution No. 65 21/22 pertaining to the Community Development Block Grant (CDBG) Project Selection:**

Traci Alvarez, Assistant City Manager explained that this is a request for an infrastructure project selection. The city held two public meetings on May 18<sup>th</sup> at 11:30 a.m. and 5:30 p.m. We did not have any public input at the 11:30 a.m. meeting, but we did have two people in attendance at the 5:30 p.m. meeting. She also received three phone calls pertaining to suggested infrastructure projects. (Complete copy of public input attached hereto and made a part hereof). Her recommendation for an infrastructure project would be to apply for funding of CDBG for AMI water replacement meters. That would also help us generate revenue which in turn we could put back into repairing the infrastructure.

**Commissioner Mitchell moved to approve the selection of a CDBG Project for AMI Water Meters and execute and approve Resolution No. 65 21/22 pertaining to the**

**SIGN-IN SHEET****Community Development Block Grant Public Hearing  
for the City of Truth or Consequences**

5/18/2022

11:00 AM

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Email</u>
1	BRUCE SWINGLE		575 894-6672	bswingle@torcnm.org
2	Traci Alvarez	505 Sims St.	575-894-6673	talvarez@torcnm.org
3	Tiffany Goolsby	PO BOX 297, Mesilla, NM	575-740-2926	Tigoolsby@sccog-nm.com
4				
5				
6				
7				
8				
9				
10				



**South Central Council of Governments/CDBG Public Hearing-May 18, 2022,  
11:00 AM**

Meeting Minutes

*City of Truth or Consequences, New Mexico*

*May 18, 2022, 11:00 AM*

*Present:* Sign-In Sheet Attached

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Tiffany Goolsby, Senior Planner with the South Central Council of Governments, called the meeting to order at 11:15 AM.

No public was in attendance.

The meeting was adjourned.

Certified by \_\_\_\_\_  
Traci Alvarez, Assistant City Manager

## SIGN-IN SHEET

Community Development Block Grant Public Hearing  
for the City of Truth or Consequences

5/18/2022

5:30 PM

	<u>Name</u>	<u>Address</u>	<u>Phone Number</u>	<u>Email</u>
1	Tiffany Goolsby	PO Box 297, Mesilla, NM	575-740-2926	Tigoolsby@sccog-nm.com
2	Traci Alvarez	505 Sims St	575-894-4673	talvarez@torcnm.org
3	Kyle Smith	721 Charles st	575-223-0814	desetzalre@aak.com
4	DEAN J. JOHNSON	503 Mims St	912 247 1409	dmjohnson02@gmail.com
5				
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**South Central Council of Governments/CDBG Public Hearing-May 18, 2022,  
5:30 PM**

Meeting Minutes

*City of Truth or Consequences, New Mexico*

*May 18, 2022, 5:30 PM*

*Present:* Sign-In Sheet Attached

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Tiffany Goolsby, Senior Planner with the South Central Council of Governments, called the meeting to order at 5:35 PM. Participants were welcomed, asked to sign in, and informed that we would be taking minutes. Ms. Goolsby continued with a presentation on HUD and DFA's Community Development Block Grant Program, the program objectives, the two types of grants available, and the applicant's eligibility.

Ms. Goolsby informed the public that this was also a great opportunity for them to give suggestions for future CDBG applications. She mentioned that Traci Alvarez is authorized to receive and respond to citizen proposals, questions, and complaints concerning proposed and funded activities, and that she can be reached at the city offices. She is available and able to provide technical assistance to groups representative of low- and moderate-income people in preparing and presenting their proposals for the request and use of federal funds.

The meeting was opened for comments, questions, and suggestions.

Suggestions were received for planning and infrastructure grants.

The meeting was adjourned.

Certified by \_\_\_\_\_  
Traci Alvarez, Assistant City Manager

## CITIZEN INPUT LOG:

Community/Municipality: City of Truth or Consequences

Purpose of Public Hearing: CDBG Public Hearing – Pre-Selection

Date/Time: May 18, 2022, 5:30 PM Number of Hearings: 2 of 2

<b>Name:</b> Kyle Smith	<b>Address/Phone:</b> Please see meeting sign-in sheet
<p><b>Input:</b> Recommends a planning grant to update codes and ordinances to address Airbnb properties in the community to prevent resident displacement.</p> <p>Recommends starting an industry using naturally sourced guayule rubber from the Chihuahuan desert for economic growth. Students at the high school can grow this rubber plant.</p>	
<b>Name:</b> Sean Johnson	<b>Address/Phone:</b> Please see meeting sign-in sheet
<p><b>Input:</b> Recommends crosswalks on the main road for safety. Is in discussions with the NMDOT who indicated that they will start working on some crosswalks next week.</p> <p>Recommends odor control at the wastewater lift station below the Veteran's Home.</p> <p>Recommends that any potential pedestrian or vehicular bridge over the Rio Grande be designed to protect and revitalize the riparian area as well as protect wildlife. This is a very sensitive and important area for wildlife.</p> <p>Recommends the development of a park with oasis and trees to replenish the aquifer, attract wildlife, and improve quality of life.</p> <p>Noted that many of the roads are sinking into the ground. Recommends identifying the problem and fixing the streets.</p> <p>Noted that the Veteran's Home and hill is sinking. Recommends seeking funding to address this.</p> <p>Wishes more people attended the public hearing. Suggests sending letters to each resident for future meetings.</p>	

**Community Development Block Grant (CDBG) Project Selection. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

- a. Discussion/Action: Selection of CDBG Planning Project and execute and approve Resolution No. 66 21/22 pertaining to the Community Development Block Grant (CDBG) Planning Project Selection:**

Traci Alvarez, Assistant City Manager explained that this is a request for a Planning Project Selection. CDBG does require that our Comprehensive Plan be up to date within 5 years. Ours is a little over 5 years. Her recommendation is to attempt to apply for planning funds for Municipal PER for our entire Wastewater System.

**Commissioner Fahl moved to approve Resolution No. 66 21/22 pertaining to the Community Development Block Grant (CDBG) Planning Project Selection of a Comprehensive Plan or a Municipal PER for our entire Wastewater System. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

- b. Discussion/Action: Publication of Ordinance No. 733 amending the code of ordinances of the City of Truth or Consequences by amending Sections 7-136 calling for an increase in the Municipal Gross Receipts Tax of one-eighth of one percent (0.125%):**

City Manager Swingle explained that we talked about revenue streams during the retreat and the city is in dire need of increasing its revenues. The city has the ability to go up 2.05% GRT without referendum today. The current rate is 1.6875% for the city and that is also the rate for the county. The overall rate including the state's rate is 8.5%. We selected increasing 1/8 or .125% because the state is lowering their rate effective July 1, 2022 so this would increase our revenues and keep our GRT at 8.5% as a region. It is kind of getting the best of both worlds and not establishing an increase to our residents in taxes that they are currently experiencing. Unfortunately, our rate would not take effect until January 1, 2023. We have to give Taxation and Revenue a 90-day notice before this change. We are talking about \$180,000 of additional revenue on a full annual basis.

**Commissioner Mitchell moved to approve Publication of Ordinance No. 733 amending the code of ordinances of the City of Truth or Consequences by amending Sections 7-136 calling for an increase in the Municipal Gross Receipts Tax of one-eighth of one percent (0.125%). Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**(I) NEW BUSINESS:**

**1. Discussion/Action: Approval of an Engagement Agreement for Municipal Advisory Services with Bosque Advisors, LLC:**

City Manager Swingle explained what you have before you is an Engagement Agreement for Municipal Advisory Services with Bosque Advisors, LLC. Mark Valenzuela will work with us to work through the process of getting to the point of the election. He will have no involvement in the election or promoting the concept, but he will certainly give us guidance on what the city should and should not be doing.

**Mayor Pro-Tem Hechler moved to approve the Engagement Agreement for Municipal Advisory Services with Bosque Advisors, LLC. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**2. Discussion/Action: Authorization to withdraw balance of Capital Improvement Reserve Certificate of Deposit (CD):**

Carol Kirkpatrick, Finance Director explained that the city is requesting closing of the account # 13413018 in the estimated amount of \$1,051,917.58 plus any accrued interest in order to pay for various capital projects pending reimbursement. The proceeds will be deposited into the Capital Improvement Reserve Checking Account as First Savings Bank.

**Commissioner Fahl moved to approve the authorization to withdraw the balance of the Capital Improvement Reserve Certificate of Deposit (CD). Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**3. Discussion/Action: Approval of Landscaping and Irrigation Maintenance Agreement with NMDOT:**

Carol Kirkpatrick, Finance Director explained that this goes along with the other projects or processes that we talked about before. We have actually already paid this invoice. They wanted it due by a certain date. We have already approved the water and wastewater contract. This is for the irrigation and landscaping.

**Commissioner Fahl moved to approve the Landscaping and Irrigation Maintenance Agreement with NMDOT. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**4. Discussion/Action: Approval of the Annual Audit Contract:**

Carol Kirkpatrick, Finance Director explained this will be year 3 of a multi-year request for proposal for approval of the contract with the Auditor for 2021-2022 Fiscal Audit.

Anticipation is going to be \$49,000 plus gross receipts tax of \$3,870 for a total of \$52,870.

**Commissioner Mitchell moved to approve the Annual Audit Contract. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

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

City Manager Swingle explained that this is the contract that he would like the Commission to table until we get clarification on what our obligation is. This is a contract that MainStreet and the State of New Mexico put out, and cities/local governments have to put in certain amount of dollars. That's not typical of most agreements, and he doesn't know if that is a requirement or if it is just in the contract because they are trying to get that, and we need that clarification because right now we are using Lodgers Tax dollars and he doesn't know if that is going to be something that will be legal in the future. We need to look at our percentages, and the breakdowns. He doesn't want to tie the hands of the Commission with taking \$5,000 out of the General Fund on an ongoing basis if it is not an absolute requirement.

**Mayor Pro-Tem Hechler made a motion to table this item until we get clarification on what our obligation is. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**6. Discussion/Action: Approve Amendment No. 1 on the MainStreet Capital Outlay Grant Agreement No. 419-A20E2046-2101:**

Traci Alvarez, Assistant City Manager explained in May 202, MainStreet received a grant award Capital Appropriation from the State of New Mexico Department of Economic Development in the amount of \$1,000,000.00 to plan, design, and construct infrastructure improvements to Foch Street in the MainStreet District. Due to cost increases, and lack of funding, the project has been unable to proceed. MainStreet has since received additional funding in FY 2022 (\$320,000.00), and the project can now proceed. FY 2021 Funds are set to expire 6/30/2022. This amendment will extend the FY 2021 grant expiration date to 6/30/2024 which will coincide with the expiration of the FY 2022 grant agreement.

**Commissioner Mitchell made a motion to approve the Amendment No. 1 on the MainStreet Capital Outlay Grant Agreement No. 419-A20E2046-2101. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**7. Discussion/Action: Approval of the Airport Grant Agreement for Fuel Farm Safety Improvements:**

Traci Alvarez, Assistant City Manager explained that the City of T or C received a grant offer from the NMDOT Aviation in the amount of \$1,000,000.00, and no cash match required. The funds are received on a reimbursement process. Funding will be used for the following Fuel Farm Safety and Airfield Safety issues:

1. *Fuel Farm Pump (Kiosk) Relocation: This is to relocate the current pump (kiosk) closer to the fuel farm, and install piping to the self-serve kiosk from the fuel farm. This also includes creating a new pump (kiosk) for Jet-A. Currently, Jet-A is pumped into the aircraft, and a city employee has to go out to the airport to dispense fuel in off-hours.*
2. *Rehabilitate the Apron: This is for Pavement Preservation treatments to the apron which is kicking up a lot of FOD. The treatment would extend the life of the apron.*
3. *Install a new Electric Gate: This gate would re-route public access to the hangars and remove vehicles from the fueling area, which is an issue at this time.*
4. *Add two additional paved areas: One area will be where the pump (kiosk) will be relocated and the other is to the far north where a new electric gate will be installed for public access to meet the taxi lanes of the hangars. Creating the new paved area at the fuel farm pumps, after the relocation, would provide a pad for aircraft to park on while refueling and also would eliminate the millings area that is between the fuel pump and the fuel farm. These millings are regularly kicked up onto the pavement of the apron and the taxiway.*

**Commissioner Mitchell made a motion to approve the Airport Grant Agreement for Fuel Farm Safety Improvements. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**Items I8 through I11 were moved up on the agenda.**

**12. Discussion/Action: Approval of the Sierra County Swim Team Agreement:**

**Commissioner Mitchell recused herself from this item.**

OJ Hechler, Community Services Director explained that this is the amended agreement between the City of Truth or Consequences and the Sierra County Swim Team to allow the swim team to utilize the J.A. Hodges Municipal Swimming Pool at a reduced cost in exchange for services described in the attached agreement. He took the suggested changes from the last meeting, and added them to this amended agreement. He met with the swim coach, and this is what she felt like she could provide for services to the public. The swim team will offer swim lessons to the public. The lessons will include classes for beginning swimmers and intermediate swimmers which will include four sessions each. In discussions with the swim coach to have just one swim lessons



for a student isn't enough to cover everything so that's why it will be four sessions each. It will be advertised to the public in advance and a sign-up sheet will be included so we can track how many people are involved with the swim lessons. In the event that there is a request by another party to rent the pool during the terms of this agreement, the city will make that decision in the best interest of the city.

**Commissioner Mitchell made a motion to approve the Sierra County Swim Team Agreement. Mayor Pro-Tem Hechler seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**Hon. Amanda Forrister, Mayor voted aye**

**Hon. Rolf Hechler, Mayor Pro-Tem voted aye**

**Hon. Merry Jo Fahl, Commissioner voted aye**

**Hon. Shelly Harrelson, Commissioner voted aye**

**Hon. Destiny Mitchell, Commissioner recused herself from the vote.**

**Motion carried with a 4-0 vote and 1 recusal.**

**13. Discussion/Action: Consideration of the re-appointment of George Szigeti to the Public Utility Advisory Board:**

City Clerk Torres explained that George Szigeti is a current member on our Public Utility Advisory Board. His term will expire in June 2022. The city advertised for the board member position and no new applicants applied. Mr. Szigeti submitted an application to continue to serve as a member, and the board accepted his application at their May 16<sup>th</sup> meeting. If appointed, Mr. Szigeti will serve on the board until June 2024.

**Mayor Pro-Tem Hechler made a motion to appoint George Szigeti to serve another term on the Public Utility Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**14. Discussion/Action: Consideration of the re-appointment of Jeff Dornbusch to the Public Utility Advisory Board:**

City Clerk Torres explained that Jeff Dornbusch is a current member on our Public Utility Advisory Board. His term will expire in June 2022. The city advertised for the board member position and no new applicants applied. Mr. Dornbusch submitted an application to continue to serve as a member, and the board accepted his application at their May 16<sup>th</sup> meeting. If appointed, Mr. Dornbusch will serve on the board until June 2024.

**Mayor Pro-Tem Hechler made a motion to appoint Jeff Dornbusch to serve another term on the Public Utility Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**15. Discussion/Action: Consideration of the re-appointment of Ron Pacourek to the Public Utility Advisory Board:**

City Clerk Torres explained that Ron Pacourek is a current member on our Public Utility Advisory Board. His term will expire in June 2022. The city advertised for the board member position and no new applicants applied. Mr. Pacourek submitted an application to continue to serve as a member, and the board accepted his application at their May 16<sup>th</sup> meeting. If appointed, Mr. Pacourek will serve on the board until June 2024.

**Mayor Pro-Tem Hechler made a motion to appoint Ron Pacourek to serve another term on the Public Utility Advisory Board. Commissioner Fahl seconded the motion. Roll call was taken by the Clerk-Treasurer.**

**J. EXECUTIVE SESSION:**

- 1. Threatened & Pending Litigation (George Henson vs. City of T or C) pursuant to 10-15-1(H.7).**
- 2. Purchase, Acquisition, or Disposal of Real Property (Potential Property Sale) pursuant to 10-15-1(H.8).**

**Mayor Pro-Tem Hechler made a motion to go into executive session at 1:04 p.m. to discuss Threatened & Pending Litigation (George Henson vs. City of T or C) pursuant to 10-15-1(H.7), and Purchase, Acquisition, or Disposal of Real Property (Potential Property Sale) pursuant to 10-15-1(H.8). Commissioner Fahl seconded the motion. Roll call vote was taken by the Clerk-Treasurer. Motion carried unanimously.**

Mayor Forrister reconvened the meeting in open session at 2:28 p.m.

**Mayor Pro-Tem Hechler certified that only matters pertaining to Threatened & Pending Litigation (George Henson vs. City of T or C) pursuant to 10-15-1(H.7), and Purchase, Acquisition, or Disposal of Real Property (Potential Property Sale) pursuant to 10-15-1(H.8) was discussed in Executive Session.**

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

- 1. Purchase, Acquisition, or Disposal of Real Property (Potential Property Sale) pursuant to 10-15-1(H.8):**

**Commissioner Fahl made a motion to approve and move forward with Phase II of the feasibility study of the potential sale of the Electric Infrastructure. Commissioner Mitchell seconded the motion. Roll call was taken by the Clerk-Treasurer.**

CITY COMMISSION MAY 25, 2022 REGULAR MEETING MINUTES

**L. ADJOURNMENT:**

**Mayor Forrister adjourned the meeting at 2:30 p.m.**

**Passed and Approved this 8<sup>th</sup> day of June, 2022.**

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Amanda Forrister, Mayor

ATTEST:

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Angela A. Torres, CMC, City Clerk



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: F.3

**SUBJECT:** Acknowledge Regular Lodger Tax Advisory Board Minutes, March 7, 2022.

**DEPARTMENT:** City Clerk's Office

**DATE SUBMITTED:** June 3, 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 6-08-2022

**CITY OF TRUTH OR CONSEQUENCES  
LODGERS TAX ADVISORY BOARD  
MINUTES  
MONDAY, MARCH 7, 2022**

**REGULAR MEETING**

Regular meeting of the Lodgers Tax Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Monday, March 7, 2022 at 12:00 pm.

**CALL TO ORDER:**

The meeting was called to order by Chairman Jake Foerstner.

**ROLL CALL:**

Jake Foerstner, Chairman  
Gina Kelley, Vice-Chairman  
Linda DeMarino, Member

**ALSO PRESENT:**

Bruce Swingle, City Manager  
Tammy Gardner, Executive Assistant  
Dawn C. Barclay, Deputy City Clerk

**1. APPROVAL OF AGENDA:**

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

**2. APPROVAL OF MINUTES:**

**a. Regular Meeting of January 7, 2022.**

Vice-Chairman Kelley made a motion to approve the minutes. Member DeMarino seconded the motion. Motion carried unanimously.

**3. COMMENTS FROM THE PUBLIC:**

There were no comments from the public.

#### **4. OLD BUSINESS:**

##### **a. Discussion/Review: Lodgers Tax Account Balance and Award Reports.**

The board reviewed the reports that were provided in the packet and they were very pleased and appreciative with the information they received. Vice-Chairman Kelley provided an additional report that she developed, it has been made part of these minutes. City Manager Swingle, explained to the board that their current budget is based off of the monies that have been allocated from the budget approved by the City Commission for the tax year of 2020-21. It is not a rolling tally. The monies that are currently being collected by the City will be allocated to their 2022-23 budget year. The budget is all ways be one year behind so the 89%, 10% and 1% can be allocated. Monies not used will be carried over to the next fiscal year.

The board inquired about Geronimo Springs Museum, Geronimo Trail Scenic Byway, Inc. and MainStreet Truth or Consequences as to which account these funds are being paid from. The City Finance Department will research this question and provide an update back to the board when the research is completed.

**No action was taken.**

#### **5. NEW BUSINESS:**

##### **a. Discussion/Review/Action: Chamber of Commerce 90-Day Follow-up Report from SparkNerds Digital Solutions.**

Yocelyn Riojas who represented SparkNerds, gave a report on the billboard advertising progress for the Chamber of Commerce. The advertising dates ran from December 2021 through end of February 2022. The "text-to-number" did not work well, they only had 5 submissions. She stated the company will now focus on online social media for their remainder of their contract and what budget will allow.

##### **b. Discussion/Action: Main Street Truth or Consequences 2021-2022 Lodgers Tax Grant Application.**

Moshe Koenick spoke to the board about his request for funding and how it qualifies for putting heads on beds and the placement of the Mural. There will be two locations, one on each end of the town, first being on the side wall of Bullock's grocery store and the other location will be in the vicinity of Walmart with the possible of having its own built structure.

Vice-Chairman Kelley made a motion to approve funding request in the full amount requested of \$4,000.00 for the design and painting display in the Hot Springs District "Welcome to the Hot Springs Historic District of Truth or Consequences, NM". Chairman Foerstner seconded the motion. Motion passed unanimously.

##### **c. Discussion/Action: Geronimo Trail Scenic Byway 2021-2022 Lodgers Tax Grant Application.**

LaRena Miller spoke to the board about her request for funding to replace a sign that was damaged located at Triangle Park. Ms. Miller said the funds will be used to have the sign fabricated and installed at the same location.

**Member DeMarino made a motion to approve funding request in the full amount requested of \$700.00. Vice-Chairman Kelley seconded the motion. Motion passed unanimously.**

**d. Discussion/Action: A.C.T. Corp (Acknowledge Create Teach Corp) 2021-2022 Lodgers Tax Grant Application.**

Nick Williams, Fiesta Chair and Destiny Mitchell spoke on behalf of the A.C.T. Corp regarding the funding request for the yearly Truth or Consequences Fiesta Day social event. The Lodgers Tax Advisory Board addressed each line item in detail. Not all of the funding request was approved due to ineligible expenses. After an extensive discussions and review of each lined request, the board made their discussion to approve the following;

- \$1,500 - Banners, Flyers, Shirts (cannot be sold, must be given out at no charge).
- \$1,500 – Graphic Design
- \$1,000 - Website Upkeep (Ruanna Waldrom)
- \$900 – Social Media (FB/Instagram/Ads)
- \$750 - Local Sentinel
- \$3,000 - 101 God Bravo Communications
- \$540 – Fort Bliss Newspaper
- \$0.00 – El Paso Scene
- \$0.00 – Silver City Daily Press
- \$0.00 – Socorro Chieftain
- \$1,500 – Port-A-Potties/Hand Washing Stations (Talon Septic Quote)
- \$0.00 - Fiesta Fundraiser Cash Party
- 960.00 – Fiesta Weekend Beer Garden – Patrol Security
- \$0.00 - Norstar Flags

**Member DeMarino made a motion to approve a partial funding request in the amount of \$11,600.00. Vice-Chairman Kelley seconded the motion. Motion passed unanimously.**

**e. Discussion/Action: Sierra County Arts Council 2021-2022 Lodgers Tax Application.**

Cary “Jagger” Gustin, SCAC Board President, spoke to the board in regards to his requested funding. The board discussed and made the following motion.

**Vice-Chairman Kelley mad a motion to deny funding, it was previously approved through the end of this fiscal year. The board has recommended that the Sierra County Arts Council come back at the May 2022 meeting to request funding for FY 2022-23. Member DeMarino seconded the motion. Motion passed unanimously.**

**f. Discussion/Action: Short-Term Rental Detection & Compliance Monitoring Software Proposal. Bruce Swingle, City Manager**

Tammy Gardner, Executive Assistant, spoke on behalf of Bruce Swingle, City Manager, who departed early due to a special meeting he was required to attend. Ms. Gardner began by giving the board an update from the presentation given by the company GovOS. She said the City liked what the company had to offer, and extended an invitation for the Lodgers Tax Advisory Board to attend a zoom meeting with GovOS. The board accepted, tentative dates were set for

March 14 or 15, 2022 at Noon. Ms. Gardner will confirm with GovOs and the City Manager if this time will work for them as well.

**This agenda item was tabled.**

**g. Discussion/Action: Set meeting date and time for April 2022.**

It was discussed that there will be no need for an April meeting. Meeting will continue as normal and is schedule for May 23, 2022.

**No action was taken.**

**6. REPORTS FROM THE BOARD:**

There were no reports from the board.

**7. REPORTS FROM STAFF:**

There were no reports from the staff.

**8. ADJOURNMENT:**

**There being no further business to come before the Lodgers Tax Advisory Board, Chairman Foerstner made a motion to adjourn the meeting. Meeting was adjourned.**

**PASSED AND APPROVED ON THIS 23<sup>RD</sup> DAY OF MAY 2022.**

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**Jake Foerstner, Chairman**  
**Lodgers Tax Advisory Board**





# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: F.4

**SUBJECT:** May 2022 Accounts Payable  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** May 31, 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 May 2022

### Attachments:

- End of Month Accounts Payable Report by Fund

### Fiscal Impact (Finance): Yes

All Funds Summary is a total of \$ 3,067,030.02

**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 6-08-2022



Truth or Consequences

# Expense Approval Report

By Fund

Payable Dates 5/1/2022 - 5/31/2022

## PAYABLE APPROVAL

I hereby approve the issuance of these payments.

FINANCE DIRECTOR OR DESIGNEE

DATE:

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 101 - General</b>					
APEX TECHNOLOGIES LLC	26889	05/04/2022	30" MONITOR W/ WORKSTATI...	101-1012-44613	1,000.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	WIRE, LABOR, LABOR TAX, INST...	101-1012-44613	2,707.81
APEX TECHNOLOGIES LLC	26889	05/04/2022	4 MEGAPIZEL FIXED WIDE ANG...	101-1012-44613	1,350.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	UPS	101-1012-44613	60.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	8 PORT POE SWITCH	101-1012-44613	125.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	MICROSD CARDS	101-1012-44613	420.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	2 GIG EDGE BURGLAR ALARM ...	101-1012-44613	550.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	2 MEGAPIXEL CAMERAS W/IR	101-1012-44613	650.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	5 MEGAPIXEL ZOOM CAMERA	101-1012-44613	750.00
APEX TECHNOLOGIES LLC	26889	05/04/2022	12 MEGAPIXEL FISHEYE CAMER...	101-1012-44613	850.00
ARMJO'S CASA BONITA	44679	05/04/2022	INSTALL NEW COMMERCIAL D...	101-1012-43403	3,526.25
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	101-1008-47420	54.44
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	101-1009-47420	38.78
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	101-1014-47420	21.86
CHERI BIERNER	610571	05/04/2022	DEPOSIT REFUND FOR 5/1/22 R...	101-1099-34348	50.00
ARENAS VALLEY ANIMAL CLINIC...	66340,66353	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	159.62
ARENAS VALLEY ANIMAL CLINIC...	66518,66592	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	230.02
ARENAS VALLEY ANIMAL CLINIC...	66696,66716	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	156.16
ARENAS VALLEY ANIMAL CLINIC...	66727,66741	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	194.23
ARENAS VALLEY ANIMAL CLINIC...	66826,66893	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	135.64
ARENAS VALLEY ANIMAL CLINIC...	66991	05/04/2022	GETTING ANIMALS FIXED	101-1006-48598	341.79
ARENAS VALLEY ANIMAL CLINIC...	67118	05/04/2022	VETSCAN PARVO TEST	101-1006-44607	658.66
DAVID LANG	934178	05/04/2022	CIVIC CENTER REFUND 5/1/22 ...	101-1099-34348	250.00
BEATRICE SANDERS	PER DIEM	05/04/2022	2022 MUNICIPAL JUDGES CONF...	101-1002-42720	529.12
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	POPULAR MECHANICS	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	DOGSTER	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	GOOD HOUSEKEEPING	101-1016-43770	14.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	CONSUMER REPORTS	101-1016-43770	23.50
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	SATURDAY EVENING POST	101-1016-43770	15.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	BETTER HOMES AND GARDENS	101-1016-43770	14.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	READERS DIGEST	101-1016-43770	15.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	PLANE & PILOT	101-1016-43770	14.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	CATSTER	101-1016-43770	16.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	ROLLING STONE	101-1016-43770	59.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	NATIONAL REVIEW	101-1016-43770	42.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	QUILTMAKER	101-1016-43770	22.97
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	NEW YORKER	101-1016-43770	85.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	PEOPLE	101-1016-43770	89.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	LIBRARY JOURNAL	101-1016-43770	169.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	BOOKLIST	101-1016-43770	178.00
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	SPORTS ILLUSTRATED	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	BACKPACKER	101-1016-43770	29.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	TIME	101-1016-43770	29.97
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	TRUE WEST	101-1016-43770	32.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	WILD WEST	101-1016-43770	39.95
MAGAZINE SUBSCRIPTION SERV...	0428-54	05/05/2022	CREDIT FOR CEASED	101-1016-43770	-15.97

## Expense Approval Report

Payable Dates: 5/1/2022 - 5/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	FORBES	101-1016-43770	39.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	CAR & DRIVER	101-1016-43770	10.75
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	CREDIT FOR CEASED	101-1016-43770	-14.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	READERS DIGEST - LARGE PRINT	101-1016-43770	24.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	ROCK & GEM	101-1016-43770	24.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	SUNSET	101-1016-43770	27.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	NATIONAL GEOGRAPHIC	101-1016-43770	28.00
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	PREVENTION	101-1016-43770	28.50
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	EQUUS	101-1016-43770	16.50
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	CREDIT FOR UNAVAILABLE	101-1016-43770	-11.50
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	NEW MEXICO MAGAZINE	101-1016-43770	18.50
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	GUNS & AMMO	101-1016-43770	19.94
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	NATIONAL GEOGRAPHIC KIDS	101-1016-43770	22.95
MAGAZINE SUBSCRIPTION SERV...0428-54		05/05/2022	ARIZONA HIGHWAYS	101-1016-43770	24.00
WILLIAM I. BUHLER	05042022	05/05/2022	FISH POND WATER RIGHTS FY 2...	101-1009-43770	450.00
MANANA	104.22	05/05/2022	OPEN PO-LANDSCAPING SERVI...	101-1009-47415	900.00
VALLEY VET SUPPLY	261604	05/05/2022	BRONCHI-SHIELD ORAL FOR DO...	101-1006-44607	198.95
VALLEY VET SUPPLY	261604	05/05/2022	DURAMUNE MAX 5-CVK THE P...	101-1006-44607	810.00
RY CONSTRUCTION, LLC	289	05/05/2022	CURB INSTALLATION - HEALING...	101-1009-47415	2,712.50
SIERRA AUTO/CARQUEST	298625	05/05/2022	AIR FILTER	101-1014-47420	23.23
SIERRA AUTO/CARQUEST	298625	05/05/2022	OIL FILTER LD	101-1014-47420	4.36
SIERRA AUTO/CARQUEST	298721	05/05/2022	TPS 1-SENSOR O2 SENSORS	101-1008-47420	148.56
SIERRA AUTO/CARQUEST	298890	05/05/2022	OW-40 FULL SYN OIL	101-1014-47420	51.84
SIERRA AUTO/CARQUEST	298945	05/05/2022	COUPLER 1/2 FEM	101-1012-44607	26.15
SIERRA AUTO/CARQUEST	299213	05/05/2022	HUB ASSEMBLY	101-1014-47420	439.98
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/ANIMAL SHELTER	101-1018-43780	101.78
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/NM WORKFORCE C...	101-1018-43780	87.70
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	101-1018-43780	6,525.45
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/GENERAL	101-1018-43780	1,253.99
JAIME F. RUBIN, LLC	42922	05/05/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	6,307.18
SILVERSKY, INC.	455006-SI	05/05/2022	EMAIL SERVICE OPEN PO FY21/...	101-1018-43815	193.83
DESERT GRAPHICS INC.	6394	05/05/2022	SKATE PARK RULES SIGN	101-1009-44607	90.00
DESERT GRAPHICS INC.	6395	05/05/2022	ROW SIGNS	101-1009-44607	161.50
INTEGRATED TECHNOLOGIES G...	7379	05/05/2022	IT SERVICES JANUARY 1 THRO...	101-1018-48598	984.84
KING'S LOCKSMITH	ASH005	05/05/2022	SPARE KEY FOR CHEVY SILVERA...	101-1009-47420	50.00
KING'S LOCKSMITH	ASH005	05/05/2022	SPARE KEY F150	101-1009-47420	35.00
KING'S LOCKSMITH	ASH005	05/05/2022	SPARE KEY F-250	101-1009-47420	35.00
KING'S LOCKSMITH	ASH005	05/05/2022	SPARE KEY F350	101-1009-47420	35.00
LASTING PAWS PET MEMORIAL ...LC10391-I-0026		05/05/2022	ANIMAL CREMATION	101-1006-48599	802.08
KING'S LOCKSMITH	TCP002	05/05/2022	SPARE KEY - 2020 CHEVY SILVE...	101-1013-47420	50.00
KING'S LOCKSMITH	TCP002	05/05/2022	PROGRAMMING KEY - 2020 CH...	101-1013-47420	80.00
WEX BANK	04302022	05/13/2022	UNLEADED FUEL WEX CARD	101-1014-43316	502.38
WEX BANK	05012022	05/13/2022	FUEL FOR ANIMAL CONTROL/C...	101-1008-43316	602.92
WEX BANK	05022022	05/13/2022	OPEN PO - FUEL PURCHASES FY...	101-1013-43316	43.41
HELENA CHEMICALS	14148086	05/13/2022	20-4-8 GROW BETTER TURF 50L...	101-1009-44607	2,800.00
HELENA CHEMICALS	14148186	05/13/2022	GALLERY 4X1 LB	101-1009-44607	1,028.00
HELENA CHEMICALS	14148186	05/13/2022	DIMENSION 2X2.5	101-1009-44607	538.75
HELENA CHEMICALS	14148186	05/13/2022	ANTARES PRO 4X1	101-1009-44607	300.00
SUN VALLEY, INC.	163459	05/13/2022	OPEN PO FIELD SUPPLIES/APRIL...	101-1009-44607	279.39
SUN VALLEY, INC.	163477	05/13/2022	NGK BPR5ES SPARKPLUG	101-1014-44607	3.79
SUN VALLEY, INC.	163477	05/13/2022	DISCOUNT	101-1014-44607	-13.30
SUN VALLEY, INC.	163477	05/13/2022	16X25X2 PLEATED FILTER	101-1014-44607	107.88
SUN VALLEY, INC.	163477	05/13/2022	20X20X1 FBG FURNANCE FILTER	101-1014-44607	35.88
SUN VALLEY, INC.	163477	05/13/2022	3/8X1/2X16 SS CONNECTOR	101-1014-44607	31.96
SUN VALLEY, INC.	163477	05/13/2022	SPOOL AUTO CUT 25-2	101-1014-44607	23.98
SUN VALLEY, INC.	163477	05/13/2022	9" PAINT TRAY LINER	101-1014-44607	15.48
SUN VALLEY, INC.	163477	05/13/2022	HONDA AIR FILTER	101-1014-44607	10.99
SUN VALLEY, INC.	163477	05/13/2022	NGK BKR5E SPARKPLUG	101-1014-44607	3.99
SUN VALLEY, INC.	163477	05/13/2022	16OZ CLEAR AP SOLV CEMENT	101-1014-44607	31.98
SUN VALLEY, INC.	163478/6	05/13/2022	20X DECK PAINT 4 GAL. BUCKET	101-1014-43403	273.60

## Expense Approval Report

Payable Dates: 5/1/2022 - 5/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, IN...	103X-F1TG-6YJK	05/13/2022	WHITE POLYURETHANE PAINT ...	101-1009-44607	136.23
BAKER & TAYLOR, INC.	2036-3766,9116,7,4904,5608,9...	05/13/2022	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	1,670.86
TESTON'S FREEWAY CHEVRON	4170	05/13/2022	TESTOS FUEL/OIL OPEN P.O. FY ...	101-1009-43316	733.53
TESTON'S FREEWAY CHEVRON	4173	05/13/2022	OPEN PO FY21/22 FUEL PURCH...	101-1013-43316	164.73
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1001-41226	151.20
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1003-41226	221.66
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1007-41226	929.03
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1009-41226	57.26
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1011-41226	271.78
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1012-41226	82.56
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	101-1016-41226	177.40
SIERRA VISTA HOSPITAL / SIERR...	46150C15467	05/13/2022	COLLECTION FEE FY21-22 OPEN...	101-1004-48599	50.00
TRANS UNION RISK & ALTERNAT...	485949-202204-1	05/13/2022	MONTHLY CHARGE FOR TLO SO...	101-1007-43815	118.00
WEX BANK	5012022	05/13/2022	WEX FUEL POLICE DEPT-FY JULY...	101-1007-43316	5,159.67
TDS	5012022	05/13/2022	INTERNET SERVICE/PD OPEN PO...	101-1007-43775	149.00
CITY UTILITIES	51122	05/13/2022	CITY LANDFILL BILLS/OPEN PO F...	101-1018-43780	23.78
TALON SEPTIC & POTTY SERVICE	677	05/13/2022	RENTAL OF PORTABLE TOILETS ...	101-1009-43465	800.00
VERIZON WIRELESS	9905027538	05/13/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	246.84
VERIZON WIRELESS	9905027538	05/13/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	123.42
TEXAS- NEW MEXICO NEWSPAP...	0004599432	05/20/2022	JOB AD IN THE LAS CRUCES SUN...	101-1004-43740	282.06
WHITEHEAD CHEVROLET, LLC	05122022	05/20/2022	SHOP SUPPLIES	101-1008-47420	6.24
WHITEHEAD CHEVROLET, LLC	05122022	05/20/2022	LABOR	101-1008-47420	147.01
DAVID S. JOHNSON	051722	05/20/2022	REIMBURSEMENT FOR AIR CO...	101-1014-44607	86.62
QUEST DIAGNOSTICS, INC.	1088338	05/20/2022	SCREENING & MRO FEE FY21-22...	101-1004-48599	163.20
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	PRECAST ROUND CONCRETE W...	101-1009-44613	1,485.00
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	RECYCLED PLASTIC HEX TABLE C...	101-1009-44613	923.00
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	CUSTOM LOGO KEEP NM FREE ...	101-1009-44613	234.00
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	CUSTOM LOGO T OR C CITY LO...	101-1009-44613	234.00
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	SET UP CHARGE FOR LOGO	101-1009-44613	200.00
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	SHIPPING	101-1009-44613	1,580.26
BELSON OUTDOORS, LLC	199282/200309	05/20/2022	42 GALLON ROUND PLASTIC LIN...	101-1009-44613	132.00
BAKER & TAYLOR, INC.	2036-6726,7,8,4100,1,8369,70	05/20/2022	LIBRARY MATERIALS FOR PUBLI...	101-1016-44830	399.53
ALARM CONTROL TECHNOLOGI...	24685/24686	05/20/2022	FIRE ALARM MONITORING	101-1014-47410	53.94
NU-WAY LAUNDRY & CLEANERS	37117/37231	05/20/2022	CARPET CLEANING SERVICE	101-1014-44607	172.48
BEATRICE SANDERS	5/12/22	05/20/2022	PER DIEM- ANNUAL CONFEREN...	101-1002-42720	132.28
ALARM CONTROL TECHNOLOGI...	865804	05/20/2022	REISSUE OF CHECK#147709 FOR...	101-1014-47410	53.94
LYNN'S LANDSCAPE	9843	05/20/2022	OPEN PO -CONTACTOR ASSISTE...	101-1009-47415	6,336.40
PUBLIC LAND SOLUTIONS	779592	05/26/2022	CIVIC CENTER REFUND-5/18/22...	101-1099-34348	250.00
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1001-41226	132.64
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1002-41226	81.07
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1003-41226	215.74
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1004-41226	195.53
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1006-41226	106.80
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1007-41226	955.78
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1008-41226	70.80
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1009-41226	73.20
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1010-41226	64.80
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1011-41226	271.78
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1012-41226	69.60
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1013-41226	77.30
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1014-41226	196.80
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	101-1016-41226	161.52
LAS CRUCES SUN NEWS	0005195212	05/27/2022	RFP NOTICE/INTEGRATED TECH...	101-1004-43740	95.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LAS CRUCES SUN NEWS	0005225523	05/27/2022	ITB NOTICE/KEN JAMES SENIOR...	101-1004-43740	61.65
TURTLEBACK PEST CONTROL, I...	05172022	05/27/2022	TURTLEBACK PEST CONTROL SE...	101-1014-43403	728.04
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	101-1018-43780	3,051.94
BANK OF AMERICA	05272022	05/27/2022	EMPLOYMENT OPPORTUNITY IN...	101-1007-43740	78.59
SIERRA COUNTY SENTINEL	108999	05/27/2022	HELP WANTED ADS FY21-22 - O...	101-1004-43740	406.88
SIERRA COUNTY SENTINEL	109064/109066	05/27/2022	OPEN PO FOR FY 21/22 PUBLIC...	101-1001-43740	1,003.04
SIERRA COUNTY SENTINEL	109065	05/27/2022	ITB NOTICE/KEN JAMES SENIOR...	101-1004-43740	58.79
SIERRA COUNTY SENTINEL	109070	05/27/2022	RFP NOTICE/INTEGRATED TECH...	101-1004-43740	63.21
COPPLER LAW FIRM, P.C.	11418	05/27/2022	OPEN PO FOR LEGAL SERVICES	101-1000-43597	1,537.57
THE LINE, LLC	1590	05/27/2022	5.11 STRYKE PANTS	101-1008-42620	73.00
THE LINE, LLC	1590	05/27/2022	5.11 HELIO POLO SHORT SLEEVE	101-1008-42620	41.00
THE LINE, LLC	1590	05/27/2022	CHEST NAME EMBROIDERY	101-1008-42620	4.00
THE LINE, LLC	1590	05/27/2022	SEWING	101-1008-42620	3.00
BANK OF AMERICA	19425	05/27/2022	TOWING FEES FOR STOLEN VEH...	101-1018-43999	129.38
BANK OF AMERICA	19427	05/27/2022	TOWING FOR STOLEN/FOUND ...	101-1018-43999	572.48
BANK OF AMERICA	225770-00	05/27/2022	THROW NET	101-1008-44607	197.85
BANK OF AMERICA	225770-00	05/27/2022	REPTILE TONGS	101-1008-44607	104.95
BANK OF AMERICA	50322	05/27/2022	PIZZA FOR LUNCH - BUDGET M...	101-1004-42720	93.27
WINDSTREAM CORPORATION	51622	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	115.38
BANK OF AMERICA	5222	05/27/2022	SUPPLIES FOR SNACKS AND LU...	101-1004-42720	122.00
BANK OF AMERICA	5422	05/27/2022	FOOD FOR SNACKS AND LUNCH...	101-1004-42720	186.40
BANK OF AMERICA	8128783	05/27/2022	STAR12 ALL ACCESS PASS 5/22 ...	101-1002-43770	349.00
GRAINGER, INC.	929936845	05/27/2022	DOOR CLOSER: NON HOLD OPEN	101-1009-44607	1,008.66
GRAINGER, INC.	929936845	05/27/2022	SIMPLE GREEN DEGREASER	101-1009-44607	103.55
GRAINGER, INC.	929936845	05/27/2022	SOIL MOISTURE METER	101-1009-44613	116.30
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1001-43775	275.25
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1002-43775	183.43
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1003-43775	231.23
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1004-43775	246.70
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1006-43775	384.48
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1007-43775	995.70
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1008-43775	176.14
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1009-43775	144.60
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1010-43775	92.72
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1011-43775	69.43
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1012-43775	84.87
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	101-1014-43775	108.21
ALBUQUERQUE PUBLISHING CO	10001542536-0401	05/27/2022	RFP NOTICE/INTEGRATED TECH...	101-1004-43740	132.47
ALBUQUERQUE PUBLISHING CO	10001544037-0422	05/27/2022	ITB NOTICE/KEN JAMES SENIOR...	101-1004-43740	91.48
SAMBA HOLDINGS, INC.	INV00873835	05/27/2022	NEW HIRE AND QUARTERLY DR...	101-1004-48599	9.19
NM SELF INSURERS FUND	LD03-22 035	05/27/2022	2021-22 THIRD QUARTER LIABIL...	101-1018-46732	10,062.79
<b>Fund 101 - General Total:</b>					<b>96,389.62</b>
<b>Fund: 201 - Corrections</b>					
ADMINISTRATIVE OFFICE OF	04302022	05/04/2022	PAY DWI&COURT AUTO FEES F...	201-1903-44805	154.00
NM JUDICIAL EDUCATION CENT...	04302022	05/05/2022	PAY JUDICIAL FEES FY 21/22 OP...	201-1903-44805	72.00
SIERRA COUNTY TREASURER	05012022	05/13/2022	PRISONER CARE OPEN PO FY JU...	201-1903-48710	2,750.00
<b>Fund 201 - Corrections Total:</b>					<b>2,976.00</b>
<b>Fund: 209 - Fire</b>					
SIERRA AUTO/CARQUEST	299208	05/05/2022	BEP 8DVT	209-1603-47420	477.50
SIERRA AUTO/CARQUEST	299208	05/05/2022	CORE RETURN	209-1603-47420	-54.00
SIERRA AUTO/CARQUEST	299208	05/05/2022	CORE CHARGE	209-1603-47420	54.00
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/FIRE STATION	209-1603-43780	63.82
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/FIRE SOUTH STATION	209-1603-43780	182.91
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	209-1603-43780	157.92
MEGAHERTZ COMPUTER CONS...	56576	05/05/2022	INTERNET SERVICE/NORTH FIRE...	209-1603-43775	54.25
TESTON'S FREEWAY CHEVRON	4163	05/13/2022	FUEL ALL TRUCK - OPEN PO FY ...	209-1603-43316	68.26
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	209-1603-43780	222.03
WINDSTREAM CORPORATION	51622	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	118.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	209-1603-43775	188.33
<b>Fund 209 - Fire Total:</b>					<b>1,533.26</b>
<b>Fund: 211 - Law Enforce Prot</b>					
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	211-2003-47420	175.34
SIERRA AUTO/CARQUEST	298292	05/05/2022	BRAKE PAINTED ROTORS	211-2003-47420	110.36
SIERRA AUTO/CARQUEST	298292	05/05/2022	BRAKE PADS-PREM GOLD	211-2003-47420	28.73
BANK OF AMERICA	4292022	05/27/2022	14INCH CABLE TIE 100 COUNT	211-2003-44607	21.74
BANK OF AMERICA	4292022	05/27/2022	11 INCH CABLE TIE	211-2003-44607	15.46
MOTOROLA SOLUTIONS, INC.	8281375086	05/27/2022	CHARGING CABLE, VISTA QUICK...	211-2003-44607	693.00
BANK OF AMERICA	83134665	05/27/2022	HOTEL STAY APRIL 27-29, 2022	211-2003-42535	386.40
<b>Fund 211 - Law Enforce Prot Total:</b>					<b>1,431.03</b>
<b>Fund: 214 - Lodgers Tax</b>					
GERONIMO TRAIL SCENIC BYW...	5422	05/13/2022	OPEN PO FOR LODGERS TAX SE...	214-2503-48599	416.66
GERONIMO TRAIL SCENIC BYW...	5922	05/13/2022	OPEN PO FOR LODGERS TAX C...	214-2503-60596	2,500.00
LINDMARK OUTDOOR MEDIA	INV35457/INV35426	05/13/2022	CITY ADVERTISING-OPEN PO-FY...	214-2503-47597	824.92
RUANNA WALDRUM	51722	05/27/2022	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	3,901.99
RUANNA WALDRUM	5422	05/27/2022	WEBSITE AND MULTI-MEDIA U...	214-2503-60596	2,403.34
<b>Fund 214 - Lodgers Tax Total:</b>					<b>10,046.91</b>
<b>Fund: 216 - Muni Street</b>					
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	216-4503-47420	194.63
O'REILLY AUTO PARTS, INC.	2162-481803	05/05/2022	HAND CLEANER	216-4503-44607	28.32
O'REILLY AUTO PARTS, INC.	2162-481803	05/05/2022	TOOL SET	216-4503-44607	73.98
O'REILLY AUTO PARTS, INC.	2162-481803	05/05/2022	HAND TOWEL	216-4503-44607	131.76
O'REILLY AUTO PARTS, INC.	2162-481803	05/05/2022	WRENCH SET	216-4503-44607	59.98
SIERRA AUTO/CARQUEST	298358	05/05/2022	AIR FILTER	216-4503-47420	21.00
SIERRA AUTO/CARQUEST	298358	05/05/2022	EXTREME PRESSURE GREASE	216-4503-47420	117.00
SIERRA AUTO/CARQUEST	298358	05/05/2022	STIHL AIR FILTER	216-4503-47420	39.96
SIERRA AUTO/CARQUEST	298358	05/05/2022	2 CYCLE OIL	216-4503-47420	40.56
SIERRA AUTO/CARQUEST	298419	05/05/2022	SERVICE CIRCUIT	216-4503-47420	10.32
SIERRA AUTO/CARQUEST	299044	05/05/2022	HYDRUALIC FITTING	216-4503-47420	20.86
SIERRA AUTO/CARQUEST	299044	05/05/2022	HYDRUALIC HOSE BULK	216-4503-47420	75.84
SIERRA AUTO/CARQUEST	299044	05/05/2022	120G-12MJ HYD HOSE FITTING	216-4503-47420	18.73
SIERRA AUTO/CARQUEST	299044	05/05/2022	CRIMPS	216-4503-47420	14.00
FOXWORTH-GALBRAITH	895816	05/05/2022	WALL PAINT	216-4503-43403	134.95
FOXWORTH-GALBRAITH	895816	05/05/2022	3/85X2-1/2 CARRIAGE BOLT	216-4503-44607	41.98
FOXWORTH-GALBRAITH	895816	05/05/2022	3/8X1-1/2 HEX BOLT	216-4503-44607	43.95
FOXWORTH-GALBRAITH	895816	05/05/2022	3/8X2 HEX BOLT	216-4503-44607	53.95
FOXWORTH-GALBRAITH	895816	05/05/2022	SHOVELS	216-4503-44607	89.90
FOXWORTH-GALBRAITH	895816	05/05/2022	3/8" LOCKNUT	216-4503-44607	22.50
FOXWORTH-GALBRAITH	895816	05/05/2022	3/8" LOCK WASHERS	216-4503-44607	19.77
SOUTHWEST CONSTRUCTION P...	92265	05/05/2022	PIN	216-4503-47420	8.97
SOUTHWEST CONSTRUCTION P...	92265	05/05/2022	SOCKET	216-4503-47420	139.47
SOUTHWEST CONSTRUCTION P...	92265	05/05/2022	PIN	216-4503-47420	0.18
SOUTHWEST CONSTRUCTION P...	92678	05/05/2022	POLY TUBE BROOM- PELICAN 6...	216-4503-47420	748.67
SOUTHWEST CONSTRUCTION P...	92699	05/05/2022	LOWER CONVEYOR ROLLER BE...	216-4503-47420	395.86
SOUTHWEST CONSTRUCTION P...	92724	05/05/2022	INJECTOR	216-4503-47420	144.52
SOUTHWEST CONSTRUCTION P...	92724	05/05/2022	FUEL LINE	216-4503-47420	132.87
BUD'S SMALL ENGINE REPAIR	017014	05/13/2022	REPAIR CHOKE ON LEAF BLOW...	216-4503-47420	36.75
TESTON'S FREEWAY CHEVRON	4169	05/13/2022	GAS/DIESEL FUEL PURCHASES- ...	216-4503-43316	1,267.06
B & H OIL CO.	5094,53100,53354,53360,53368..	05/13/2022	RED DIESEL	216-4503-43316	3,210.26
MESILLA VALLEY COMMERCIAL ...	95907	05/13/2022	14.00-24 TIRES	216-4503-47420	2,300.00
MESILLA VALLEY COMMERCIAL ...	95908	05/13/2022	20.5-25 ALLIANCE TIRES	216-4503-47420	3,900.00
RAINY DAY REPAIRS	1495	05/20/2022	CYLINDER REPAIR	216-4503-47420	844.12
NORTHERN TOOL & EQUIPMEN...	50165711	05/20/2022	CONCRETE CUTTING BLADES	216-4503-44607	291.96
NORTHERN TOOL & EQUIPMEN...	50165711	05/20/2022	TRASH PUMP	216-4503-47420	616.99
SOUTHWEST CONSTRUCTION P...	92858	05/20/2022	NUTS	216-4503-47420	23.48
SOUTHWEST CONSTRUCTION P...	92858	05/20/2022	UPPER ELEVATOR BEARING	216-4503-47420	199.84
SOUTHWEST CONSTRUCTION P...	92858	05/20/2022	DRAW BAR	216-4503-47420	244.34
BORDER INTERNATIONAL TRUC...	X400077284.01	05/20/2022	CUP AND CONE BEARING SET	216-4503-47420	73.16

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BORDER INTERNATIONAL TRUC...	X400077284.01	05/20/2022	WEHEL TAPERED BEARING SET	216-4503-47420	87.02
BORDER INTERNATIONAL TRUC...	X400077284.01	05/20/2022	BRAKE SHOE KIT	216-4503-47420	208.72
BORDER INTERNATIONAL TRUC...	X400077284.01	05/20/2022	REAR WHEEL SEAL	216-4503-47420	55.75
BANK OF AMERICA	04292022	05/27/2022	WEED BURNER	216-4503-44607	119.98
BANK OF AMERICA	04292022	05/27/2022	WELDING HELMET	216-4503-44615	79.99
INTERWEST SAFETY SUPPLY, LLC	67821	05/27/2022	SPEED LIMIT 15 SIGNS	216-4503-43550	1,212.50
INTERWEST SAFETY SUPPLY, LLC	67821	05/27/2022	U-CHANNEL POST	216-4503-43550	5,625.00
INTERWEST SAFETY SUPPLY, LLC	67821	05/27/2022	SPEED LIMIT 25 SIGNS	216-4503-43550	1,212.50
SOUTHWEST CONSTRUCTION P...	92943	05/27/2022	HOSE	216-4503-47420	149.64
<b>Fund 216 - Muni Street Total:</b>					<b>24,583.54</b>

**Fund: 260 - Fiscal Recovery Funds**

NEW MEXICO DEPARTMENT OF...	PROJECT 1101231	05/13/2022	ESTIMATED CITY PORTION OF ...	260-2002-80860	440,380.06
NEW MEXICO DEPARTMENT OF...	PROJECT 1101232	05/13/2022	ESTIMATED CITY PORTION OF L...	260-2002-80860	272,023.44
<b>Fund 260 - Fiscal Recovery Funds Total:</b>					<b>712,403.50</b>

**Fund: 294 - State Library**

OCLC, INC.	1000205870	05/05/2022	INTERLIBRARY LOAN SERVICE FY..	294-5003-60834	201.66
TDS	05012022	05/13/2022	INTERNET SERVICE LIBRARY OP...	294-5003-60834	99.95
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	294-5003-43775	165.36
<b>Fund 294 - State Library Total:</b>					<b>466.97</b>

**Fund: 295 - Muni Pool**

NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/SWIMMING POOL	295-4803-43780	1,253.72
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	295-4803-43780	991.26
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	295-4803-41226	67.32
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	295-4803-41226	54.21
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	295-4803-43775	28.29
NMED ENVIRONMENTAL HEAL...	i110582	05/27/2022	POOL OPERATING PERMIT REN...	295-4803-47415	150.00
<b>Fund 295 - Muni Pool Total:</b>					<b>2,544.80</b>

**Fund: 296 - PD GRT**

SOUTHWEST AUTOMOTIVE	1211	05/13/2022	SAE 75W-90	296-2403-47420	59.36
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	LABOR TAX	296-2403-47420	89.04
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	INSTALL FRONT DIFFERENTIAL	296-2403-47420	552.50
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	RING AND PINION	296-2403-47420	600.00
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	BEARING KIT	296-2403-47420	489.00
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	CLEANING HOUSEING AND INS...	296-2403-47420	680.00
SOUTHWEST AUTOMOTIVE	1211	05/13/2022	DIAGNOSTIC AND COUNT GEAR...	296-2403-47420	297.50
AMAZON CAPITAL SERVICES, IN...	1HXD-QV4D-TJ1M	05/13/2022	AMAZON PLASTIC FOLDING CHA...	296-2403-44613	170.98
AMAZON CAPITAL SERVICES, IN...	1HXD-QV4D-TJ1M	05/13/2022	COSCO FOLDABLE TABLE	296-2403-44613	69.00
REED'S TIRE CENTER	11160	05/27/2022	2017 FORD EXPLORER RIMS	296-2403-47420	157.00
REED'S TIRE CENTER	11160	05/27/2022	2019 FORD TAURUS RIMS	296-2403-47420	471.00
TECHNICON TRAINING	22-LM02858	05/27/2022	TRAINING REGISTRATION-JAFFE...	296-2403-42720	415.00
KAUFMAN'S WEST, LLC	6479L	05/27/2022	SAFAIRILAND NEW HARDWIRE ...	296-2403-44615	3,324.00
KAUFMAN'S WEST, LLC	6480L	05/27/2022	SAFAIRILAND NEW HARDWIRE 6...	296-2403-44615	3,324.00
WAC UPFITTERS	8484	05/27/2022	LABOR	296-2403-47420	366.78
WAC UPFITTERS	8484	05/27/2022	FORD DRIVER SIDE REAR VIEW ...	296-2403-47420	264.05
WAC UPFITTERS	8484	05/27/2022	INTERSECTOR UNDER MIRROR	296-2403-47420	175.00
<b>Fund 296 - PD GRT Total:</b>					<b>11,504.21</b>

**Fund: 303 - Vet Wall**

APEX TECHNOLOGIES LLC	27066	05/27/2022	LABOR, INSTALLATION, AND TR...	303-4703-80805	2,707.81
APEX TECHNOLOGIES LLC	27066	05/27/2022	INDOOR 2 MP DOME CAMERAS	303-4703-80805	1,575.00
APEX TECHNOLOGIES LLC	27066	05/27/2022	RACK MOUNT UPS BATTERY BA...	303-4703-80805	300.00
APEX TECHNOLOGIES LLC	27066	05/27/2022	6TB SERVER W/LICENSE	303-4703-80805	3,300.00
APEX TECHNOLOGIES LLC	27066	05/27/2022	OUTDOOR 5MP VANDAL RESIS...	303-4703-80805	3,000.00
WINDSTREAM CORPORATION	51622	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	303-4703-43775	164.01
<b>Fund 303 - Vet Wall Total:</b>					<b>11,046.82</b>

**Fund: 315 - CI Reserve**

AGNS CONSTRUCTION LLC	000048	05/04/2022	BATHROOM REMODEL RALPH ...	315-8007-43403	32,505.00
GRAINGER, INC.	929862727	05/13/2022	MASTERCOOL EVAP COOLER	315-8005-43403	1,774.21



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO DEPARTMENT OF...	PROJECT 1101232	05/13/2022	REMAINING PORTION OF CITY'S...	315-8007-80846	266,736.86
<b>Fund 315 - CI Reserve Total:</b>					<b>301,016.07</b>
<b>Fund: 360 - NMFA PROJECTS</b>					
WILSON & COMPANY, INC. ENG...	105882	05/13/2022	ENG SERVICES ROADWAY IMPR...	360-7009-80847	69,008.67
AMERICAN ELECTRICAL TESTING...	75945	05/13/2022	NORTH TRANSFORMER REPLAC...	360-7016-80805	1,188,815.53
<b>Fund 360 - NMFA PROJECTS Total:</b>					<b>1,257,824.20</b>
<b>Fund: 403 - Pledge State</b>					
CAPITAL ONE PUBLIC FUNDING	8712060	05/04/2022	CAPITAL ONE LOAN PMT PRINC...	403-1203-90905	95,000.00
CAPITAL ONE PUBLIC FUNDING	8712060	05/04/2022	CAPITAL ONE LOAN PMT INTER...	403-1203-90910	10,270.00
NEW MEXICO FINANCE AUTHOR...	043022	05/05/2022	NMFA LOAN PYMT TORC 18	403-1203-12918	690.58
NEW MEXICO FINANCE AUTHOR...	043022	05/05/2022	NMFA LOAN PYMT TORC 19	403-1203-12919	7,598.76
NEW MEXICO FINANCE AUTHOR...	043022	05/05/2022	NMFA LOAN PYMT PPRF-4967	403-1203-12967	7,150.63
BANK OF THE SOUTHWEST	05022022	05/13/2022	INTEREST PAYMENTS MSD WAT...	403-1203-90910	4,406.50
<b>Fund 403 - Pledge State Total:</b>					<b>125,116.47</b>
<b>Fund: 501 - Cemetary</b>					
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	501-1803-43780	156.02
<b>Fund 501 - Cemetary Total:</b>					<b>156.02</b>
<b>Fund: 502 - Util Office - Pool</b>					
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	502-3601-43780	307.81
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	REDIFORM FOLLOW UP MESSA...	502-3601-44606	17.52
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	BIC WITE OUT QUICK DRY FLUID	502-3601-44606	2.40
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	WITE-OUT MINI CORRECTION T...	502-3601-44606	8.41
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	SORTKWIK FINGERTIP MOISTEN...	502-3601-44606	13.00
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	NOTEPADS 8.5X11.75 12 PADS	502-3601-44606	14.60
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	STAPLES STENO PADS SMALL 12...	502-3601-44606	16.65
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	COUNTERFEIT PENS 3/PACK	502-3601-44606	19.48
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	STAPLES SMALL BINDER CLIPS	502-3601-44606	6.52
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	AVANTI 3,4 OR 5 GALLON WAT...	502-3601-44606	89.99
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	COPY PAPER 8.5X11 5 REAMS P...	502-3601-44606	143.64
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	TERMAL CASH REG TAP 50/CAR...	502-3601-44606	237.68
STAPLES CONTRACT & COMME...	8065910365	05/05/2022	LYSOL CLEANER DISINFECTANT	502-3601-44606	23.37
TESTON'S FREEWAY CHEVRON	4168	05/13/2022	GAS/OIL FISCAL YEAR 21/22 UIT...	502-3601-43316	247.85
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	502-3601-41226	247.20
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	502-3601-41226	247.20
NEW MEXICO ONE CALL, INC.	1530009887	05/27/2022	QUARTERLY ALLOCATION WAT...	502-3601-43770	544.00
PITNEY BOWES INC.	8000-9090-0951-4238	05/27/2022	RENTAL OF EQUIP PITNEY BOW...	502-3601-43465	185.99
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	502-3601-43775	188.59
<b>Fund 502 - Util Office - Pool Total:</b>					<b>2,561.90</b>
<b>Fund: 503 - Electric</b>					
INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	503-3702-47420	74.89
BOOT BARN	INV00167155	05/04/2022	STEEL TOE BOOTS- BO EASLEY	503-3702-44615	211.49
TRIPLE H SOLAR, LLC	0295	05/05/2022	ENGINEERING SERVICES- OPEN ...	503-3702-48598	2,275.00
SIERRA AUTO/CARQUEST	298444	05/05/2022	NITROGEN	503-3702-44607	131.97
SIERRA AUTO/CARQUEST	298769	05/05/2022	OIL FILTER	503-3702-47420	5.20
SIERRA AUTO/CARQUEST	298769	05/05/2022	OW-20 SYN OIL	503-3702-47420	51.46
SIERRA AUTO/CARQUEST	298769	05/05/2022	AIR FILTER	503-3702-47420	14.89
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	503-3702-43780	4,903.98
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/ELECTRIC	503-3702-43780	39.36
SILVERSKY, INC.	455006-SI	05/05/2022	EMAIL SERVICE OPEN PO FY21/...	503-3702-43815	193.83
WESTERN UNITED ELECTRIC	6054503,6056761,6057851	05/05/2022	ACSR #2 7/1 STRANDING	503-3702-44607	8,184.96
INTEGRATED TECHNOLOGIES G...	7379	05/05/2022	IT SERVICES JANUARY 1 THROU...	503-3702-48598	984.85
LANDIS+GYR TECHNOLOGY, INC	90356403	05/05/2022	SaaS MONTHLY FLAT FEE	503-3702-43770	950.00
SIERRA ELECTRIC CO-OP, INC.	05032022,05092022	05/13/2022	MIMS CITY LIGHTS- OPEN PO FY...	503-3702-43780	572.70
SIERRA ELECTRIC CO-OP, INC.	05032022,05092022	05/13/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	154,189.87
FULL SEND LINEWORK, LLC	1001	05/13/2022	REPLACE 3 DOUBLE CIRCUIT PO...	503-3702-47415	7,950.00
FULL SEND LINEWORK, LLC	1001	05/13/2022	REPLACE POLE AT 625 W. 9TH	503-3702-47415	11,525.75
THE WELDING SHOP	120304	05/13/2022	WELD NEW PLATE FOR STREET L...	503-3702-47415	675.00
SUN VALLEY, INC.	163129	05/13/2022	DISCOUNT	503-3702-44607	-2.67
SUN VALLEY, INC.	163129	05/13/2022	1" 90DEG RIGID ELBOW	503-3702-44607	33.96



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SUN VALLEY, INC.	163129	05/13/2022	1" PLASTIC BUSHING	503-3702-44607	2.36
SUN VALLEY, INC.	163129	05/13/2022	1" RIGID COUPLING	503-3702-44607	17.16
TESTON'S FREEWAY CHEVRON	4171	05/13/2022	GAS/DIESEL FUEL PURCHASES- ...	503-3702-43316	2,428.91
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	503-3702-41226	332.57
CITY UTILITIES	51122	05/13/2022	CITY LANDFILL BILLS/OPEN PO F...	503-3702-43780	13.00
WESTERN AREA POWER ADMIN	JJP1798A0422	05/13/2022	BASE DEMAND & BASE ENERGY...	503-3702-50795	41,190.18
SSA SOLAR OF NM 4, LLC	NM-14-015A-202204-1	05/13/2022	POWER SERVICES- OPEN PO FY ...	503-3702-50795	38,248.33
ALTEC INDUSTRIES, INC	11913408/11912815	05/20/2022	SRB 970762522 7/16 IMPACT D...	503-3702-44613	307.97
ALTEC INDUSTRIES, INC	11913408/11912815	05/20/2022	M18 BATTERYS	503-3702-44613	267.05
TRI-STATE GENERATION & TRA...	303542	05/20/2022	POWER SERVICES- OPEN PO FY...	503-3702-50795	35,497.72
VILLAGE OF WILLIAMSBURG	3312022	05/20/2022	FRANCHISE TAX FY 21/22 OPEN...	503-3702-45796	3,907.48
ALTEC INDUSTRIES, INC	50986411	05/20/2022	REPLACE BOOM EXTENSION CYL...	503-3702-47420	6,875.10
WESTERN UNITED ELECTRIC	6059034/6059035	05/20/2022	CROSS ARM BRACES RA-6018	503-3702-44607	566.60
VERIZON WIRELESS	9905620212	05/20/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	50.44
IRBY SUPPLY CO.	5012979010.001	05/20/2022	HPS C4032213 SAW BLADE	503-3702-44613	91.95
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	503-3702-41226	332.57
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	503-3702-43780	94.81
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	CONCHXLPP1800R #2 TRIPLEX	503-3702-44607	1,332.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	2/0 TRI-PLEX 03-ALUM-OH-XL	503-3702-44607	4,410.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	FUSE LINK K 15 AMP M15KA23	503-3702-44607	95.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	INSERT BUSHING 15KV 200 AMP...	503-3702-44607	870.50
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	CLAMP DE SHOE HDSO-47	503-3702-44607	266.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	GTCS34A GROUND CLAMP	503-3702-44607	239.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	WR139 CRIMPS	503-3702-44607	180.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	FUSE FITALL TP K 6 AMP 31006	503-3702-44607	111.25
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	WR159 CRIMPS	503-3702-44607	110.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	GROUND ROD CLAMP GRC58	503-3702-44607	162.90
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	TIE WRAPLOCK 4/0 F/NECK WTF...	503-3702-44607	432.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	DEAD END GRIP DG-4545	503-3702-44607	365.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	INSULATOR DE 15KV DEI-15	503-3702-44607	354.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	5/8X8 EYE BOLT 29958	503-3702-44607	304.00
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	CLEVIS SEC J10 0327	503-3702-44607	296.10
WESTERN UNITED ELECTRIC	6055280/6055281/6055554/60...	05/27/2022	2 AWG STRANDED THWN BLACK...	503-3702-44607	680.00
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	503-3702-43775	191.06
<b>Fund 503 - Electric Total:</b>					<b>333,589.50</b>

## Fund: 504 - Water

BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	BRASS CURB BALL STOP 3/4" VL...	504-3803-44607	327.65
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	NS O RING 3/4 IP EPDM	504-3803-44607	116.00
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	NS COPPER GASKET 3/4 FLARE ...	504-3803-44607	248.00
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	NS FORD CURB STOP MIPTXMIP...	504-3803-44607	412.25
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	WRAP CLAMP 1.32 X 3" (1"STEE...	504-3803-44607	84.81
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	NS GRIP RING 3/4" FOR PEP	504-3803-44607	69.00
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	WRAP CLAMP 1.05 X6" (3/4 STE...	504-3803-44607	1,412.00
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	WRAP CLAMP 1.5 X 3"(3/4" STE...	504-3803-44607	667.50
BAKER UTILITY SUPPLY CORP.	296822,296677,298151,299649	05/04/2022	HYMAX2 CPLG 2" 2.10-3.03 OD	504-3803-44607	731.70
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	C-900 PVC POPE 6"X20' DR18,C...	504-3803-44607	9,766.40
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	BRASS CORP STOP BALL 2" CC X...	504-3803-44607	299.60
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	BRASS CURB BALL STOP 2" VLV ...	504-3803-44607	306.80
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	HDPE POLY PIPE 2" X 100" IP,Si...	504-3803-44607	458.00
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	ROMAC MACRO HP CPLG 6" T...	504-3803-44607	872.40
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	INLET BALL VLV SETTER 2"X12" ...	504-3803-44607	1,220.00
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	MJ XMJ DI TEE 6" X 6" C-135CL...	504-3803-44607	184.80
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	MJ SKIN PACK 6" REG GSK, T BO...	504-3803-44607	21.95
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	MEGA LUG 6 " PVC,RED,L/ACC...	504-3803-44607	39.45
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	MJ DI SOLID CAP 6" C-153,CL,TC...	504-3803-44607	68.50
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	IRON SDL 6" X 2" CC,DBL SS BA...	504-3803-44607	100.30
BAKER UTILITY SUPPLY CORP.	297793,298699,298291,299065	05/04/2022	MAINTENANCE & SERVICE FOR ...	504-3803-47420	93.36
INTERNAL SERVICE FUND	538648	05/04/2022	REFUND ON WATER TAP- 675 S ...	504-3803-34553	732.37
JUDY SMITH	990871	05/04/2022	BRAKE PADS/ RELINKIT, REMAN...	504-3803-47420	860.62
BORDER INTERNATIONAL TRUC...	X40007587201	05/04/2022	CORE CHARGE FOR BRAKE PADS	504-3803-47420	214.57
BORDER INTERNATIONAL TRUC...	X40007587201	05/04/2022			

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SIERRA AUTO/CARQUEST	298289	05/05/2022	CLEVIS 8120	504-3803-47420	5.69
SIERRA AUTO/CARQUEST	298289	05/05/2022	BRAKE VALVE (PARK BRAKE)	504-3803-47420	129.99
SIERRA AUTO/CARQUEST	298420	05/05/2022	INNER AIR FILTER	504-3803-47420	51.63
SIERRA AUTO/CARQUEST	298420	05/05/2022	FUEL SPIN-ON FILTER	504-3803-47420	30.60
SIERRA AUTO/CARQUEST	298420	05/05/2022	OUTER AIR FILTER	504-3803-47420	57.16
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	504-3803-43780	8,399.52
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/WATER	504-3803-43780	87.31
SILVERSKY, INC.	455006-SI	05/05/2022	EMAIL SERVICE OPEN PO FY21/...	504-3803-43815	193.82
INTEGRATED TECHNOLOGIES G...	7379	05/05/2022	IT SERVICES JANUARY 1 THROU...	504-3803-48598	984.85
USA BLUEBOOK	953537	05/05/2022	PIPEDESCALER 3" TO 12" PIPE Z...	504-3803-44607	174.16
TAXATION AND REVENUE	04302022	05/13/2022	WATER CONSERVATION FEE FY ...	504-3803-43797	984.25
TESTON'S FREEWAY CHEVRON	4166	05/13/2022	UNLEADED FUEL	504-3803-43316	492.99
TESTON'S FREEWAY CHEVRON	4166	05/13/2022	DIESEL FUEL	504-3803-43316	529.60
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	504-3803-41226	155.16
RED WING SHOES OF LAS CRUC...	5351	05/13/2022	WORK BOOTS FOR ROCKY STARR	504-3803-44615	250.00
RED WING SHOES OF LAS CRUC...	5352	05/13/2022	WORK BOOTS FOR HEATHER OT...	504-3803-44615	249.99
RED WING SHOES OF LAS CRUC...	5352	05/13/2022	WORK BOOTS FOR CHRIS THO...	504-3803-44615	250.00
DPC INDUSTRIES, INC.	74000248-22	05/13/2022	DEMURRAGE	504-3803-43465	60.00
KING'S LOCKSMITH	08157	05/20/2022	KEY REPLACEMENTS OR SPARE ...	504-3803-44607	92.80
VILLAGE OF WILLIAMSBURG	3312022	05/20/2022	FRANCHISE TAX FY 21/22 OPEN...	504-3803-45796	1,004.40
GRAINGER, INC.	9304388920	05/20/2022	SUN HATS GREEN XL	504-3803-44615	99.90
GRAINGER, INC.	9304388920	05/20/2022	SUN HATS GREEN MEDIUM	504-3803-44615	66.00
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	504-3803-41226	203.88
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	504-3803-43780	644.95
DELL, INC.	10574086230	05/27/2022	OPTIPLEX 7090 MICRO COMPU...	504-3803-44613	942.85
BANK OF AMERICA	160284	05/27/2022	WORK BOOTS FOR ZACHARY B...	504-3803-44615	249.99
BAKER UTILITY SUPPLY CORP.	298696/298812	05/27/2022	STL FULL CIRCLE 6" X 7.5"-6.56 ...	504-3803-44607	1,079.40
BAKER UTILITY SUPPLY CORP.	298696/298812	05/27/2022	MJ SKIN PACK 4" REG GSK, T-BO...	504-3803-44607	195.00
BAKER UTILITY SUPPLY CORP.	298696/298812	05/27/2022	ROMAC MACRO HP CPLG 8" T...	504-3803-44607	1,502.70
BAKER UTILITY SUPPLY CORP.	298696/298812	05/27/2022	MEGA LUG 4" PVC, RED, L/ACC, ...	504-3803-44607	375.00
BANK OF AMERICA	789199/789534	05/27/2022	ROCKY STARR HOTEL ROOM	504-3803-42720	188.00
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	504-3803-43775	69.43

Fund 504 - Water Total: 39,109.05

## Fund: 505 - Solid Waste

INTERNAL SERVICE FUND	538648	05/04/2022	MAINTENANCE & SERVICE FOR ...	505-3904-47420	163.33
BOOT BARN	INV00167158	05/04/2022	HF 18W5 BLU WORK SHIRTS- S	505-3904-42620	188.94
BOOT BARN	INV00167158	05/04/2022	1013MWZPW WORK PANTS	505-3904-42620	253.74
PETE'S EQUIPMENT, INC.	0032299	05/05/2022	FLOW CONTROL VALVE	505-3904-47420	167.14
PETE'S EQUIPMENT, INC.	0032321	05/05/2022	SERV. ASSEMBLY GUARD LF. VE...	505-3904-44607	206.88
SIERRA AUTO/CARQUEST	298288	05/05/2022	U JOINT	505-3904-47420	28.74
SIERRA AUTO/CARQUEST	298288	05/05/2022	AIR FILTER	505-3904-47420	93.40
SIERRA AUTO/CARQUEST	298288	05/05/2022	OIL FILTER	505-3904-47420	37.04
SIERRA AUTO/CARQUEST	298300	05/05/2022	XBO COTTER PIN ASST.	505-3904-44607	19.99
SIERRA AUTO/CARQUEST	298944	05/05/2022	XBO CRIMPS	505-3904-44607	12.00
SIERRA AUTO/CARQUEST	298944	05/05/2022	HYD HOSE NPS	505-3904-44607	57.60
SIERRA AUTO/CARQUEST	298944	05/05/2022	SYDR FITTING	505-3904-44607	43.96
SIERRA AUTO/CARQUEST	298944	05/05/2022	HYDRAULIC FITTING	505-3904-44607	32.76
SIERRA AUTO/CARQUEST	299125	05/05/2022	GREASE FITTINGS	505-3904-44607	11.62
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	505-3904-43780	456.71
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/RECYCLE CENTER	505-3904-43780	47.59
SILVERSKY, INC.	455006-SI	05/05/2022	EMAIL SERVICE OPEN PO FY21/...	505-3904-43815	193.82
INTEGRATED TECHNOLOGIES G...	7379	05/05/2022	IT SERVICES JANUARY 1 THROU...	505-3904-48598	984.85
CITY OF LAS CRUCES	86468	05/05/2022	SCSWA OPEN PO FY2021-2022	505-3904-45601	40,682.57
WEX BANK	043022	05/13/2022	WEX DIESEL & GASOLINE OPEN ...	505-3904-43316	6,334.88
SUN VALLEY, INC.	163242	05/13/2022	5LB 1/8 6011 WELDING ROD	505-3904-44607	119.94
SUN VALLEY, INC.	163242	05/13/2022	DISCOUNT	505-3904-44607	-6.00
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	505-3904-41226	458.04
CITY UTILITIES	51122	05/13/2022	CITY LANDFILL BILLS/OPEN PO F...	505-3904-45601	23,255.64
BOOT BARN	INV00167156	05/13/2022	HAWX DENIM SHIRT	505-3904-42620	188.94
BOOT BARN	INV00167156	05/13/2022	WRANGLER PANTS	505-3904-42620	269.94

## Expense Approval Report

Payable Dates: 5/1/2022 - 5/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REED'S TIRE CENTER	11157	05/20/2022	205 75 15 HERCULES 8 PLY TIRES	505-3904-44607	408.00
REED'S TIRE CENTER	11158	05/20/2022	FLAT REPAIR	505-3904-47420	18.00
4 RIVERS EQUIPMENT	1275832	05/20/2022	FUEL PRIMER PUMP	505-3904-47420	105.84
APEX TECHNOLOGIES LLC	27040	05/20/2022	UPS	505-3904-80845	18.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	5 MEGAPIXEL ZOOMCAMERAS	505-3904-80845	2,250.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	50" MONITORWITH WORKSTAT...	505-3904-80845	1,200.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	4 MEGAPIXEL FIXED WIDE ANG...	505-3904-80845	900.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	RADIOS (2)	505-3904-80845	400.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	MICRO SD CARDS	505-3904-80845	480.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	WEATHERPROOF ENCLOSURES	505-3904-80845	350.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	4 PORT POE SWITCH	505-3904-80845	210.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	12 MEGAPIXEL FISHEYE CAMER...	505-3904-80845	2,550.00
APEX TECHNOLOGIES LLC	27040	05/20/2022	TAX ON LABOR	505-3904-80845	203.66
APEX TECHNOLOGIES LLC	27040	05/20/2022	WIRE,LABOR,INSTALLATION & ...	505-3904-80845	2,450.00
VILLAGE OF WILLIAMSBURG	3312022	05/20/2022	FRANCHISE TAX FY 21/22 OPEN...	505-3904-45796	1,505.03
BORDER INTERNATIONAL TRUC...	R40002623.01	05/20/2022	DIAGNOSTICS-LIFT GATE & BOD...	505-3904-47420	245.52
BORDER INTERNATIONAL TRUC...	R40002623.01	05/20/2022	DIAGNOSTICS-DRIVER SIDE DO...	505-3904-47420	198.00
BORDER INTERNATIONAL TRUC...	X400076390.01	05/20/2022	BSFB OVERHAUL KITS (BRAKE)	505-3904-47420	697.44
BORDER INTERNATIONAL TRUC...	X400076390.01	05/20/2022	BRAKE DRUM 16.5 IN X 8.625 IN	505-3904-47420	655.58
BORDER INTERNATIONAL TRUC...	X400076390.01	05/20/2022	BRAKE DRUM 16.5 IN X 7.0 IN	505-3904-47420	756.98
BORDER INTERNATIONAL TRUC...	X400077335.01	05/20/2022	BRAKE DRUM 16.5 IN X 8.625	505-3904-47420	655.58
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	505-3904-41226	414.22
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	505-3904-43775	164.42
<b>Fund 505 - Solid Waste Total:</b>					<b>91,140.33</b>

## Fund: 506 - WWTP

BAKER UTILITY SUPPLY CORP.	299498	05/04/2022	NS SDR35 SW PIPE 4" X 20'	506-4005-44607	469.00
REED'S TIRE CENTER	10877	05/05/2022	TIRES 215/70R15 IRONMAN GR...	506-4005-47420	368.00
HALL ENVIRONMENTAL ANALYS...	2204598	05/05/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2204598	05/05/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2204598	05/05/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	12.60
HALL ENVIRONMENTAL ANALYS...	2204684,2204348	05/05/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
HALL ENVIRONMENTAL ANALYS...	2204684,2204348	05/05/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	5.51
SIERRA AUTO/CARQUEST	298449	05/05/2022	FUEL PRIMER BULB	506-4005-47420	18.68
CITY UTILITIES	42822	05/05/2022	CITY UTILITIES CYCLE C&D/OPE...	506-4005-43780	8,844.03
NEW MEXICO GAS COMPANY, I...	42822	05/05/2022	GAS BILLS/VACUUM STATION	506-4005-43780	26.91
SILVERSKY, INC.	455006-SI	05/05/2022	EMAIL SERVICE OPEN PO FY21/...	506-4005-43815	193.82
INTEGRATED TECHNOLOGIES G...	7379	05/05/2022	IT SERVICES JANUARY 1 THROU...	506-4005-48598	984.85
VILLAGE OF WILLIAMSBURG	04302022	05/13/2022	SEWER RECEIPTS FY 21/22 OPEN...	506-4005-48798	3,486.69
SUN VALLEY, INC.	163102,163229,163263,163338...	05/13/2022	OPEN PO FOR UNSTOCKED FIEL...	506-4005-44607	202.27
SUN VALLEY, INC.	163406	05/13/2022	WP 6K ES AIR CONDITIONER	506-4005-44613	303.05
HALL ENVIRONMENTAL ANALYS...	2204910(2204684,2204348)	05/13/2022	EPA METHOD 624 VOCS ACRYL...	506-4005-48598	90.00
HALL ENVIRONMENTAL ANALYS...	2204910(2204684,2204348)	05/13/2022	SM52108 BOD (M52108)	506-4005-48598	232.00
HALL ENVIRONMENTAL ANALYS...	2204910(2204684,2204348)	05/13/2022	SEPERATE LINE TO INCLUDE TAX	506-4005-48598	62.37
HALL ENVIRONMENTAL ANALYS...	2204910(2204684,2204348)	05/13/2022	EPA METHOD 625 SVOCs HAXA...	506-4005-48598	400.00
HALL ENVIRONMENTAL ANALYS...	2204910(2204684,2204348)	05/13/2022	EPA 200.8 METALS CADMIUM ...	506-4005-48598	70.00
TESTON'S FREEWAY CHEVRON	4167	05/13/2022	UNLEADED FUEL	506-4005-43316	643.83
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	506-4005-41226	260.72
CITY UTILITIES	51122	05/13/2022	CITY LANDFILL BILLS/OPEN PO F...	506-4005-43780	7.00
B & H OIL CO.	53314,53355,53367	05/13/2022	DIESEL FOR TRANSFER TANK HE...	506-4005-43316	154.86
DPC INDUSTRIES, INC.	747000896-22	05/13/2022	DRUM CLEANING FEE	506-4005-44605	25.00
DPC INDUSTRIES, INC.	747000896-22	05/13/2022	LESS DEPOSIT CHARGE ON CON...	506-4005-44605	-200.00
DPC INDUSTRIES, INC.	747000896-22	05/13/2022	SODIUM HYPOCHLORITE 12.5%...	506-4005-44605	877.50
DPC INDUSTRIES, INC.	747000896-22	05/13/2022	RETURNABLE CONTAINER DEPO...	506-4005-44605	200.00
DPC INDUSTRIES, INC.	747000896-22	05/13/2022	FUEL SURCHARGE	506-4005-44605	52.65
STEVE BELL CONSTRUCTION	C18170	05/13/2022	BASE COURSE	506-4005-47415	720.00
STEVE BELL CONSTRUCTION	C18170	05/13/2022	CRUSHER FINES	506-4005-47415	570.00
CORBINS ELECTRIC	41341	05/20/2022	LABOR AND PARTS FOR LIFT ST...	506-4005-47420	1,500.00
GRAINGER, INC.	9304388920	05/20/2022	FULL BRIM HARD HATS TYPE CL...	506-4005-44615	174.70
STEVE BELL CONSTRUCTION	C18183	05/20/2022	BASE COURSE	506-4005-47415	1,440.00
STEVE BELL CONSTRUCTION	C18183	05/20/2022	CRUSHER FINES	506-4005-47415	1,140.00

## Expense Approval Report

Payable Dates: 5/1/2022 - 5/31/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	506-4005-41226	280.46
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	506-4005-43780	740.54
DELL, INC.	10574086230	05/27/2022	OPTIPLEX 7090 MICRO COMPU...	506-4005-44613	888.88
DELL, INC.	10574086230	05/27/2022	OPTIPLEX 7090 MICRO COMPU...	506-4005-44613	888.88
BANK OF AMERICA	331001	05/27/2022	WORK BOOTS FOR JAMESON ...	506-4005-44615	199.99
BANK OF AMERICA	331001	05/27/2022	RUBBER BOOTS FOR JAMESON...	506-4005-44615	39.99
JAMISON WHITLEY	552022	05/27/2022	REIMBURSEMENT FOR JAMISON...	506-4005-44615	88.00
BANK OF AMERICA	789199/789534	05/27/2022	PATRICK LOVEALL HOTEL ROOM	506-4005-42720	188.00
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	506-4005-43775	363.89
<b>Fund 506 - WWTP Total:</b>					<b>27,244.67</b>

**Fund: 508 - Golf Course**

SIERRA AUTO/CARQUEST	298228	05/05/2022	OPEN PO FIELD SUPPLIES/APRIL...	508-4303-44607	452.12
AUSTIN TURF & TRACTOR, INC.	142086	05/13/2022	HOUSING	508-4303-44607	146.49
AUSTIN TURF & TRACTOR, INC.	142086	05/13/2022	COMPRESSION SPRING	508-4303-44607	50.92
AUSTIN TURF & TRACTOR, INC.	142086	05/13/2022	BUSHING	508-4303-44607	14.28
AUSTIN TURF & TRACTOR, INC.	142086	05/13/2022	HOUSING	508-4303-44607	168.99
SUN VALLEY, INC.	163109	05/13/2022	OPEN PO FIELD SUPPLIES/APRIL...	508-4303-44607	180.69
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	508-4303-41226	112.80
B & H OIL CO.	53299	05/13/2022	DYED DIESEL	508-4303-43316	530.99
B & H OIL CO.	53299	05/13/2022	UNLEADED GAS	508-4303-43316	569.38
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	508-4303-41226	112.80
CITY UTILITIES	051722	05/27/2022	CITY UTILITIES CYCLE A&B/OPEN...	508-4303-43780	930.27
YAMAHA MOTOR FINANCE COR...	772511	05/27/2022	OPEN PO FOR FY 21/22 YAMAH...	508-4303-43465	903.51
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	508-4303-43775	80.06
<b>Fund 508 - Golf Course Total:</b>					<b>4,253.30</b>

**Fund: 509 - Muni Airport**

TECH 45 ENTERPRISES	22-09883	05/05/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.50
TECH 45 ENTERPRISES	22-09884	05/05/2022	CONTRACTED MANAGEMENT ...	509-4403-48598	3,797.50
SIERRA ELECTRIC CO-OP, INC.	-2154	05/13/2022	OPEN PO FY21/22 SIERRA ELEC...	509-4403-43780	922.41
TESTON'S FREEWAY CHEVRON	4164	05/13/2022	OPEN PO FY 21-22 TESTONS FR...	509-4403-43316	64.27
NM RETIREE HEALTH CARE	457240	05/13/2022	RETIREE HEALTHCARE PPE 2022...	509-4403-41226	32.41
NM RETIREE HEALTH CARE	919077	05/26/2022	RETIREE HEALTHCARE-PPE 2022...	509-4403-41226	32.41
WINDSTREAM CORPORATION	51622	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	352.13
VERIZON WIRELESS	9906553440	05/27/2022	PHONE BILLS/OPEN PO FY 21/22	509-4403-43775	106.97
<b>Fund 509 - Muni Airport Total:</b>					<b>9,105.60</b>

**Fund: 600 - Internal Serv**

BOOT BARN	INV000167157	05/04/2022	CODY JAMES STEEL TOE WORK ...	600-7003-44615	184.49
BOOT BARN	INV00167159	05/04/2022	CARHARTT RIGBY WORK PANTS	600-7003-44615	179.96
BORDER INTERNATIONAL TRUC...	X400076555.01	05/04/2022	OIL FILTERS	600-7003-44607	45.30
SIERRA AUTO/CARQUEST	298290	05/05/2022	SELEDTYP 3030 SPRING BRAKE ...	600-7003-44607	56.04
SIERRA AUTO/CARQUEST	298290	05/05/2022	FUEL SPIN-ON FILTER	600-7003-44607	30.60
SIERRA AUTO/CARQUEST	298891	05/05/2022	OIL FILTERS LD	600-7003-44607	12.76
SIERRA AUTO/CARQUEST	299045	05/05/2022	TPMS 1-SENSOR 315/433 MHZ	600-7003-44607	148.56
SIERRA AUTO/CARQUEST	6016-298085	05/05/2022	7 QT OIL DRAIN PAN	600-7003-44607	8.40
SIERRA AUTO/CARQUEST	6016-298085	05/05/2022	LEVELING TOOL	600-7003-44607	19.99
WEX BANK	80643049	05/13/2022	GAS & OIL FY 2021-2022 (OPEN)	600-7003-43316	300.15
<b>Fund 600 - Internal Serv Total:</b>					<b>986.25</b>

**Grand Total: 3,067,030.02**

## Report Summary

## Fund Summary

Fund	Payment Amount
101 - General	96,389.62
201 - Corrections	2,976.00
209 - Fire	1,533.26
211 - Law Enforce Prot	1,431.03
214 - Lodgers Tax	10,046.91
216 - Muni Street	24,583.54
260 - Fiscal Recovery Funds	712,403.50
294 - State Library	466.97
295 - Muni Pool	2,544.80
296 - PD GRT	11,504.21
303 - Vet Wall	11,046.82
315 - CI Reserve	301,016.07
360 - NMFA PROJECTS	1,257,824.20
403 - Pledge State	125,116.47
501 - Cemetary	156.02
502 - Util Office - Pool	2,561.90
503 - Electric	333,589.50
504 - Water	39,109.05
505 - Solid Waste	91,140.33
506 - WWTP	27,244.67
508 - Golf Course	4,253.30
509 - Muni Airport	9,105.60
600 - Internal Serv	986.25
<b>Grand Total:</b>	<b>3,067,030.02</b>

## Account Summary

Account Number	Account Name	Payment Amount
101-1000-43597	ATTORNEY FEES-GOVERN...	7,844.75
101-1001-41226	RETIREE INSURANCE	283.84
101-1001-43740	PRINTING/PUBLISHING	1,003.04
101-1001-43775	TELEPHONE	275.25
101-1002-41226	RETIREE INSURANCE	162.14
101-1002-42720	EMPLOYEE TRAINING-M...	661.40
101-1002-43770	SUBSCRIPTION & DUES	349.00
101-1002-43775	TELEPHONE	183.43
101-1003-41226	RETIREE INSURANCE	437.40
101-1003-43775	TELEPHONE	346.61
101-1004-41226	RETIREE INSURANCE	391.06
101-1004-42720	EMPLOYEE TRAINING-AD...	401.67
101-1004-43740	PRINTING/PUBLISHING	1,192.28
101-1004-43775	TELEPHONE	246.70
101-1004-48599	OTHER CONTRACTUAL SE...	222.39
101-1006-41226	RETIREE INSURANCE	213.60
101-1006-43775	TELEPHONE	384.48
101-1006-44607	FIELD SUPPLIES	1,667.61
101-1006-48598	PROFESSIONAL SERVICES	1,217.46
101-1006-48599	OTHER CONTRACTUAL SE...	802.08
101-1007-41226	RETIREE INSURANCE	1,884.81
101-1007-43316	GAS & OIL	5,159.67
101-1007-43740	PRINTING/PUBLISHING	78.59
101-1007-43775	TELEPHONE	1,391.54
101-1007-43815	SOFTWARE	118.00
101-1008-41226	RETIREE INSURANCE	141.60
101-1008-42620	UNIFORMS LINEN-CODE ...	121.00
101-1008-43316	GAS & OIL	602.92
101-1008-43775	TELEPHONE	299.56
101-1008-44607	FIELD SUPP-CODE ENF/AN...	302.80

## Account Summary

Account Number	Account Name	Payment Amount
101-1008-47420	MAINTENANCE VEH/EQUI...	356.25
101-1009-41226	RETIREE INSURANCE	130.46
101-1009-43316	GAS & OIL	733.53
101-1009-43465	RENT OF EQUIPMENT	800.00
101-1009-43770	SUBSCRIPTION & DUES	450.00
101-1009-43775	TELEPHONE	144.60
101-1009-44607	FIELD SUPPLIES-MUNI RE...	6,446.08
101-1009-44613	NON-CAPITAL ITEMS	4,904.56
101-1009-47415	MAINTENANCE--REPAIRS ...	9,948.90
101-1009-47420	MAINTENANCE VEHICLE/...	193.78
101-1010-41226	RETIREE INSURANCE	129.60
101-1010-43775	TELEPHONE	92.72
101-1011-41226	RETIREE INSURANCE	543.56
101-1011-43775	TELEPHONE	69.43
101-1012-41226	RETIREE INSURANCE	152.16
101-1012-43403	REGULAR BUILDING MAI...	3,526.25
101-1012-43775	TELEPHONE	84.87
101-1012-44607	FIELD SUPPLIES-FLEET MA...	26.15
101-1012-44613	NON-CAPITAL ITEMS	8,462.81
101-1013-41226	RETIREE INSURANCE	154.60
101-1013-43316	GAS & OIL	208.14
101-1013-47420	MAINTENANCE VEHICLE/...	130.00
101-1014-41226	RETIREE INSURANCE	393.60
101-1014-43316	GAS & OIL	502.38
101-1014-43403	REGULAR BUILDING MAI...	1,001.64
101-1014-43775	TELEPHONE	108.21
101-1014-44607	FIELD SUPPLIES-FACILITY ...	511.73
101-1014-47410	MAINTENANCE CONTRAC...	107.88
101-1014-47420	MAINTENANCE-VEHICLE/...	541.27
101-1016-41226	RETIREE INSURANCE	338.92
101-1016-43770	SUBSCRIPTION & DUES	1,200.51
101-1016-44830	CITY BOOK PURCHASING-L...	2,070.39
101-1018-43780	UTILITIES	11,044.64
101-1018-43815	SOFTWARE LIC/SOFTWAR...	193.83
101-1018-43999	OPERATING COSTS	701.86
101-1018-46732	GENERAL LIABILITY INSUR...	10,062.79
101-1018-48598	PROFESSIONAL SERVICES	984.84
101-1099-34348	RENT OF PUBLIC FACILITIES	550.00
201-1903-44805	AUTO/LAB/DWI/JUD ED	226.00
201-1903-48710	CARE OF PRISONERS-COR...	2,750.00
209-1603-43316	GAS & OIL	68.26
209-1603-43775	TELEPHONE	360.82
209-1603-43780	UTILITIES	626.68
209-1603-47420	MAINTENANCE VEHICLE/...	477.50
211-2003-42535	EMPLOYEE TRAINING	386.40
211-2003-44607	FIELD SUPPLIES	730.20
211-2003-47420	MAINTENANCE-VEHICLE/...	314.43
214-2503-47597	9% ADVERTISING/MARKET..	824.92
214-2503-48599	OTHER CONTRACTUAL SE...	416.66
214-2503-60596	STATE ADVERTISING GRA...	8,805.33
216-4503-43316	GAS & OIL	4,477.32
216-4503-43403	REGULAR BUILDING MAI...	134.95
216-4503-43550	ROADWAY MAINTENANCE	8,050.00
216-4503-44607	FIELD SUPPLIES-STREETS	978.03
216-4503-44615	SAFETY EQUIPMENT	79.99
216-4503-47420	MAINT.VEHICLE/FURN/E...	10,863.25
260-2002-80860	INFRASTRUCTURE	712,403.50
294-5003-43775	TELEPHONE	165.36

## Account Summary

Account Number	Account Name	Payment Amount
294-5003-60834	STATE LIBRARY GRANT-ST...	301.61
295-4803-41226	RETIREE INSURANCE	121.53
295-4803-43775	TELEPHONE	28.29
295-4803-43780	UTILITIES-MUNI POOL	2,244.98
295-4803-47415	MAINTENANCE--REPAIRS ...	150.00
296-2403-42720	EMPLOYEE TRAINING	415.00
296-2403-44613	NON-CAPITAL ITEMS	239.98
296-2403-44615	SAFETY EQUIPMENT	6,648.00
296-2403-47420	MAINTENACE AND REPAIR..	4,201.23
303-4703-43775	TELEPHONE	164.01
303-4703-80805	Capital Outlay	10,882.81
315-8005-43403	REGULAR BUILDING MAI...	1,774.21
315-8007-43403	REGULAR BUILDING MAI...	32,505.00
315-8007-80846	LAND ACQUISITION / IMP...	266,736.86
360-7009-80847	ROADWAYS/BRIDGES	69,008.67
360-7016-80805	BUILDINGS AND STRUCTU...	1,188,815.53
403-1203-12918	CWPA TORC 18 OPERATI...	690.58
403-1203-12919	CWPA TORC 19 OPERATI...	7,598.76
403-1203-12967	PPRF-4967 OPERATING	7,150.63
403-1203-90905	DEBT SERVICE PRINCIPAL-...	95,000.00
403-1203-90910	DEBT SERVICE INTEREST	14,676.50
501-1803-43780	UTILITIES	156.02
502-3601-41226	RETIREE INSURANCE	494.40
502-3601-43316	GAS & OIL	247.85
502-3601-43465	RENT OF EQUIPMENT	185.99
502-3601-43770	SUBSCRIPTIONS & DUES	544.00
502-3601-43775	TELEPHONE	188.59
502-3601-43780	UTILITIES	307.81
502-3601-44606	OFFICE SUPPLIES	593.26
503-3702-41226	RETIREE INSURANCE	665.14
503-3702-43316	GAS & OIL	2,428.91
503-3702-43770	SUBSCRIPTION & DUES	950.00
503-3702-43775	TELEPHONE	241.50
503-3702-43780	UTILITIES	5,623.85
503-3702-43815	SOFTWARE LIC/SOFTWAR...	193.83
503-3702-44607	FIELD SUPPLIES	19,142.09
503-3702-44613	NON-CAPITAL ITEMS	666.97
503-3702-44615	SAFETY EQUIPMENT	211.49
503-3702-45796	FRANCHISE TAX-ELECTRIC...	3,907.48
503-3702-47415	MAINTENANCE--REPAIRS ...	20,150.75
503-3702-47420	MAINTENANCE-VEHICLE/...	7,021.54
503-3702-48598	PROFESSIONAL SERVICES	3,259.85
503-3702-50795	WHOLESALE POWER COS...	269,126.10
504-3803-34553	NEW INSTALLATIONS-WA...	732.37
504-3803-41226	RETIREE INSURANCE	359.04
504-3803-42720	EMPLOYEE TRAINING-WA...	188.00
504-3803-43316	GAS & OIL	1,022.59
504-3803-43465	RENT OF EQUIPMENT	60.00
504-3803-43775	TELEPHONE	69.43
504-3803-43780	UTILITIES	9,131.78
504-3803-43797	WATER CONSERVATION-...	984.25
504-3803-43815	SOFTWARE LIC/SOFTWAR...	193.82
504-3803-44607	FIELD SUPPLIES-WATER D...	20,826.17
504-3803-44613	NON-CAPITAL ITEMS	942.85
504-3803-44615	SAFETY EQUIPMENT	1,165.88
504-3803-45796	FRANCHISE TAX-WATER D...	1,004.40
504-3803-47420	MAINTENANCE-VEHICLE/...	1,443.62
504-3803-48598	PROFESSIONAL SERVICES	984.85

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
505-3904-41226	RETIREE INSURANCE	872.26
505-3904-42620	UNIFORM/LINEN-SOLID ...	901.56
505-3904-43316	GAS & OIL	6,334.88
505-3904-43775	TELEPHONE	164.42
505-3904-43780	UTILITIES	504.30
505-3904-43815	SOFTWARE LIC/SOFTWAR...	193.82
505-3904-44607	FIELD SUPPLIES-SOLID WA...	906.75
505-3904-45601	WASTE DISPOSAL	63,938.21
505-3904-45796	FRANCHISE TAX	1,505.03
505-3904-47420	MAINTENANCE-VEHICLE/...	3,822.59
505-3904-48598	PROFESSIONAL SERVICES	984.85
505-3904-80845	OTHER CAPITAL PURCHAS...	11,011.66
506-4005-41226	RETIREE INSURANCE	541.18
506-4005-42720	EMPLOYEE TRAINING-WA...	188.00
506-4005-43316	GAS & OIL	798.69
506-4005-43775	TELEPHONE	363.89
506-4005-43780	UTILITIES	9,618.48
506-4005-43815	SOFTWARE LIC/SOFTWAR...	193.82
506-4005-44605	CHEMICALS/LABORATORY...	955.15
506-4005-44607	FIELD SUPPLIES-WASTEWA...	671.27
506-4005-44613	NON-CAPITAL ITEMS	2,080.81
506-4005-44615	SAFETY EQUIPMENT	502.68
506-4005-47415	MAINTENANCE--REPAIRS ...	3,870.00
506-4005-47420	MAINTENANCE-VEHICLE/...	1,886.68
506-4005-48598	PROFESSIONAL SERVICES	2,087.33
506-4005-48798	VILLAGE OF WILLIAMSBU...	3,486.69
508-4303-41226	RETIREE INSURANCE	225.60
508-4303-43316	GAS & OIL	1,100.37
508-4303-43465	RENT OF EQUIPMENT	903.51
508-4303-43775	TELEPHONE	80.06
508-4303-43780	UTILITIES	930.27
508-4303-44607	FIELD SUPPLIES	1,013.49
509-4403-41226	RETIREE INSURANCE	64.82
509-4403-43316	GAS & OIL	64.27
509-4403-43775	TELEPHONE	459.10
509-4403-43780	UTILITIES	922.41
509-4403-48598	PROFESSIONAL SERVICES	7,595.00
600-7003-43316	GAS & OIL	300.15
600-7003-44607	FIELD SUPPLIES	321.65
600-7003-44615	SAFETY EQUIPMENT	364.45
<b>Grand Total:</b>		<b>3,067,030.02</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	3,067,030.02
<b>Grand Total:</b>	<b>3,067,030.02</b>



**Post Date Ending: 5/5,5/13,5/20,5/27/22**

Fund	Fund Description	Fund Totals						GRAND TOTAL	Fund Numbers
		5/5/2022	5/13/2022	5/20/2022	5/27/2022	5/27/2022	5/27/2022		
		TRANSFERS							
101	General	\$38,568.81	\$18,681.13	\$12,621.96	\$24,683.80	\$1,755.33	\$78.59	\$96,389.62	101
201	Local Government Corrections	\$226.00	\$2,750.00					\$2,976.00	201
209	State Fire	\$936.40	\$68.26		\$528.60			\$1,533.26	209
211	Law Enforcement Protection	\$314.43			\$693.00	\$423.60		\$1,431.03	211
214	Lodger's Tax		\$3,741.58		\$6,305.33			\$10,046.91	214
216	Street Renovation	\$2,824.48	\$10,714.07	\$2,645.38	\$8,199.64	\$199.97		\$24,583.54	216
217	Municipal Recreation							\$0.00	217
260	Infrastructure-Round About		\$712,403.50					\$712,403.50	260
292	Federal Seizure Share							\$0.00	292
293	Veterans Wall Perpetual							\$0.00	293
294	State Library	\$201.66	\$99.95		\$165.36			\$466.97	294
295	Municipal Pool	\$2,244.98	\$67.32		\$232.50			\$2,544.80	295
296	PD-GRT Fund		\$3,007.38		\$8,496.83			\$11,504.21	296
298	PD-Donations							\$0.00	298
302	Electrical Construction							\$0.00	302
303	Veterans Memorial				\$11,046.82			\$11,046.82	303
304	SJOA - Grants							\$0.00	304
305	Capital Improvement General							\$0.00	305
306	Capitial Improvement Joint Utility							\$0.00	306
307	Golf Course Improvements							\$0.00	307
308	USDA -Sweeper							\$0.00	308
309	USDA-Wastewater							\$0.00	309
310	R&R-Emergency							\$0.00	310
311	R&R-Sewer							\$0.00	311
312	R&R-Airport							\$0.00	312
313	R&R-Water							\$0.00	313
314	CDBG - Grant							\$0.00	314
315	CI Reserve- Non Capital Equipment	\$32,505.00	\$268,511.07					\$301,016.07	315
316	Emergency Reserve							\$0.00	316
320	USDA Water System Improvements							\$0.00	320
360	NMFA PROJECTS		\$1,257,824.20					\$1,257,824.20	360
380	Cemetery							\$0.00	380
403	Pledge State Tax	\$120,709.97	\$4,406.50					\$125,116.47	403
501	Cemetery				\$156.02			\$156.02	501
502	Utility Office	\$901.07	\$495.05		\$1,165.78			\$2,561.90	502
503	Electric Dept	\$18,021.88	\$257,177.12	\$47,564.31	\$10,826.19			\$333,589.50	503
504	Water Dept	\$29,422.76	\$2,971.99	\$1,263.10	\$5,013.21	\$437.99		\$39,109.05	504
505	Solid Waste	\$43,682.68	\$30,621.38	\$16,257.63	\$578.64			\$91,140.33	505
506	WasteWater	\$11,153.40	\$8,157.94	\$4,254.70	\$3,250.65	\$427.98		\$27,244.67	506
507	Solid Waste Landfill/Collection							\$0.00	507
508	Golf Course	\$452.12	\$1,774.54		\$2,026.64			\$4,253.30	508
509	Municipal Airport	\$7,595.00	\$1,019.09		\$491.51			\$9,105.60	509
600	Internal Service Fund	\$686.10	\$300.15					\$986.25	600

700 PD Bond  
999 Revolving

						\$0.00
						\$0.00
Grand Total-Accounts Payable	\$310,446.74	\$2,584,792.22	\$84,607.08	\$83,860.52	\$3,244.87	\$78.59
						\$3,067,030.02

700  
999



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.1

**SUBJECT:** Presentation: Film Liaison Report.  
**DEPARTMENT:** Clerk's Office  
**DATE SUBMITTED:** June 3, 2022  
**SUBMITTED BY:** Cary "Jagger" Gustin, Film Liaison  
**WHO WILL PRESENT THE ITEM:** Cary "Jagger" Gustin, Film Liaison

**Summary/Background:**

Cary "Jagger" Gustin, City of Truth or Consequences Film Liaison will be giving a brief film report.

**Recommendation:**

None – Information and update only.

**Attachments:**

- Film Report
- -

**Fiscal Impact (Finance):** N/A

**Legal Review (City Attorney):** N/A

-

**Approved For Submittal By:** ☐ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022

## Film Report to City Commission

Good Morning Commissioners, Mayor Forrester, Ladies of the Commission, Bruce Good Morning!!

I am Cary Jagger Gustin your appointed Film Liaison to the state of NM Film Office. It is an honor to speak before you this morning. For those of you who may not know this is my 29<sup>th</sup> year to serve this appointment for the city.

Our state is doing very well film wise despite the Covid 19 restrictions. NM is generating substantial economic activity with 623 million of outside money being injected into the states economy in FY 2021. These are productions that would otherwise been shot in other states if not for our world class crew base, stunning locations and the competitive film incentives program. It is estimated that 9000 New Mexican's work in the industry. The Back to 1 Guidelines put into place insure Covid 19 safety for crew, actors and all support staff on a NM movie set.

Locally we have had a surprising number of films shot using T or C and Sierra County locations. There have been Several productions to scout the area for locations. My report will detail these specific contacts. I will now give your commission a spending report for 1 production and then request the reappointment.

April 2021 saw 'Friends of NM Film' shoot a video PSA for Rebecca Dow's political campaign using private property on Riverside Drive here in T or C

May 2021—Net flicks scouted T or C Municipal Airport  
The Harry Potter Producers, science fiction film  
“Extraordinary” 1950’s mining town about 2 teenagers 1 of  
whom is an alien. I sent photos.

June 2021 Discovery Plus Channel Documentary about  
Doc Noss and the Victoria Peak gold legend, Noss Family  
grandkids wanted historical and the Victoria Peak gold  
legend, Noss Family grandkids wanted historical  
perspective. Put them in touch with Local author and  
historian Sherry Fletcher. Referred them to Alamogordo  
NM Liaison for Fort Bliss Army Base contact.

June 2021 Thunder Road Pictures scouted local locations  
for untitled film project, Producer Ron Feltig Project  
postponed because of starring role conflicts and issues.

June 2021 Triangle U Studios a locale T or C film studio  
scouted for TV series “American Migrant Workers”  
Dan Schatzman, Jordan Rivera who have filmed here  
before, looking at Las Cruces, NM and Navajo Lake  
Project postponed until 2023.

July 2021 Six Gun Production Services shot a commercial  
video using Daniels Street, Cedar Street and Ralph  
Edwards Park, here in T or C for back ground scenery only.

July 2021 Piece of Work Productions used ranch buildings  
at the Nelson Ranch, Engle, NM also short scene at Passion

Pie Café on Main Street A Documentary about Ranch land taken over by the Government for the White Sands Missile Range in the early 1950's

July 2021 Glass Entertainment Group "Murder Nation" Docu-series True Crime Stories Elephant Butte State Park Murder Scene Advised to contact Park officials for the Trout Road Murder Scene access.

August 2021 Chuck Klenus Productions scouted Sierra County locations for paranormal filming—Lake Valley, NM, Black Range Lodge in Kingston, NM and Sierra County Detention Center for work in late 2023

August 2021 Student Film Maker from New York City Violet Majendie short film "Scorpions in The Desert" Shoot date August 12, 2021. Permit denied, unable to provide insurance certificate. 1 person with camera. (A tourist) Informed Violet that she was working without a permit, If liability issues surfaced or occurred she was solely responsible.

May 12---13 2022 Courageous Studios 30 Hudson Yards New York, NY Digital branded content video Land Rover car Company 2 future astronauts as they prepare for flight on their drive to Space port America Used County road Ao 21 most filming within Space Port America facility.

June 6<sup>th</sup>, ----June 27<sup>th</sup>, 2022 “The Warm Season”  
The Warm Season LLC Productions, a feature Film  
Using numerous city locations (North Kopra Dirt Road,  
Gun Club Road, portion of Date Street between 8<sup>th</sup> and 9<sup>th</sup>  
Streets.

Spend report; Cop killer

Request reappointment to Film Office

Cop Versus Killer movie shoot: Feb. 28<sup>th</sup>, 2022-March 12, 2022

### Estimate of Spending Report:

15 day shoot, 34 Actors, 10 Background Actors, 14 Crew members, 3 Production Vehicles, Meals---mix of take out and in house catering, Location rental, Personal Spending

Accommodations: 4 top talent @ higher end properties  
4 @ \$200 per day=\$800 x 15 days = \$12,000  
15 Actors mid end properties 15 @ \$109.92  
Per day = \$1,748.80 x 15 days = \$26,772  
15 Actors in Historic District properties  
15 @ \$103.05 = \$1,545.75 x 15 days = \$23,186.25  
5 Background Actors in med end properties  
5 x \$109.92 = \$549.60 x 15 days = \$8,244  
14 crew members in Historic District properties  
14 x \$103.05 = \$1,442.70 x 15 days = \$21,640.50  
3 production vehicles 2 regular fuel 20 gallon  
Tanks 20 x \$4.69 = \$93.80 x 3 = \$281.40  
1 Diesel Truck 40 gallon tank 40 x \$5.39  
= \$161.70 x 3 = \$485.10  
Meals: \$40 per day allowance 58 x \$ 40  
= \$2,320 per day 6 days x \$2,320 = \$13,920  
Location Rental: Sunset Grill Café @ \$400  
Per day x 6 days = \$2400  
Personal Spending: \$50 per day 58 x \$50  
= \$2900 x 15 days = \$43,500

Total Estimate of Spend \$152,429.25  
For 15 day shoot



# COMMUNITY

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## New Mexico Film Studios To Break Ground In Albuquerque Next Week

*By Stephanie Piche*

New Mexico Film Studios (NMFS) will be holding a groundbreaking event for the first of many projects in Albuquerque, New Mexico on Tuesday, March 29, on 13 acres in Southeast Albuquerque. This is the first independent studio to build a backlot in the state of New Mexico.

This venture is backed by several New Mexican film and television executives and will be the first of many projects that will be coming to the state to meet the needs of the growing film industry.

According to MovieMaker Magazine, Albuquerque is at the top of the list for the past three years as being the best place to work and live as a moviemaker. The quality of life, cost of living, abundance of venues from small towns to a metropolitan setting to the desert to forests and Western towns, direct flights under 2 hours from Los Angeles and the tax incentives offered makes this project a welcome one for the state.

The NM governor has also allocated \$40 million in funding this month for the development of the Next Generation Media Academy (NGMA) in Albuquerque to offer training to New Mexicans in the film and TV industry.

With over 500 scripted television shows being produced annually, in addition to over 600 movies created in the US, "streaming giants like Netflix and Amazon Studios increasingly take out long-term leases on existing and planned sound stages to produce their originals" according to The Hollywood Reporter, making this investment by New Mexico Film Studios a sound one as part of their overall strategy.

With this historic groundbreaking event and investment in the community, New Mexico Film Studios executives believe that the demand for independent studio soundstages, backlots and productions facilities will have a positive impact for independent filmmakers and will bring in more production projects and jobs.

New Mexico Film Studios backlot will be located within 15 minutes of Albuquerque Sunport. For more information on this project, please visit [www.nmfilmstudios.com](http://www.nmfilmstudios.com) or email [newmexicofilmstudios@gmail.com](mailto:newmexicofilmstudios@gmail.com) for further assistance.

## NMFO: Governor Allocates \$40 Million To Establish Next Generation Media Academy in New Mexico

New Mexico Film Office (info@nmfilm.com)

tailorman53@yahoo.com

Thursday, March 10, 2022, 10:45 AM PST

**Michelle Lujan Grisham**  
Governor

**Alicia J. Keyes**  
Cabinet Secretary

**Amber Dodson**  
Director



**FOR IMMEDIATE RELEASE:**  
**March 10, 2022**

**Media Inquiries: Jennifer Esquivel**

**505-469-2915**

## **Governor Allocates \$40 Million To Establish Next Generation Media Academy in New Mexico**

*Next Generation Media Academy will provide cohesive, cutting-edge training for New Mexico's film and digital media workforce*

SANTA FE, NM –The New Mexico Economic Development Department, the New Mexico Film Office, the New Mexico Higher Education Department, New Mexico's Film Partners, IATSE Local 480, and the Consortium Education Partners join Gov. Michelle Lujan Grisham in celebrating the allocation of \$40 million in funding for the establishment of the Next Generation Media Academy in Albuquerque.

"New Mexico's film industry is thriving, with a record \$626.5 million in revenue generated in fiscal year 2021 alone," said Gov. Lujan Grisham. "We're committed to providing everyone in our state with a path to success in this exciting industry, and our media academy will provide those opportunities, growing the industry and employing more New Mexicans."

The one-time appropriation includes \$20 million in capital outlay funding and \$20 million in general funding to establish and operate the Next Generation

Media Academy. The funding, which the governor signed into law yesterday as part of House Bill 2 and Senate Bill 212, will also cover equipment and material costs to train more New Mexicans to work in the state's thriving film, television, and digital media industry.

An estimated 9,000 New Mexicans are employed by the New Mexico film, television, and digital media industry and a indicated the industry generated an estimated \$1.37 billion in economic output from FY20-21. For four consecutive years two New Mexico cities have been named , and in 2021, 103 productions registered with the New Mexico Film Office filmed across the state, including the sixth and final season of Sony's *Better Call Saul*, an Amazon original series, *Outer Range*, NBCUniversal's *MacGruber*, season 4 of the popular Netflix series, *Stranger Things*, and dozens more.

The funding was among the Governor's top priorities for the 2022 session, as outlined in the EDD's . The 20-year plan names the film, television, and digital media industry as one of the state's key target industries that needs additional investment to remain competitive and diversify the economy.

The Next Generation Media Academy (NGMA) will be located in Bernalillo County and will provide an instructional environment unlike any other facility in the state - with state-of-the-art sound stages, equipment, technology, and materials, where production methods, existing and emergent, can be put into real-world practice. A proposed satellite campus in Las Cruces is also in development, with plans to offer bilingual training programs.

"The Next Generation Media Academy will be the cutting-edge epicenter for all New Mexicans with diverse backgrounds and experience levels to gain an industry-standard, union-supported, state-of-the-art, and highly specialized education in a chosen craft," said EDD Cabinet Secretary Alicia J. Keyes. "Having such a forward-thinking program will result in well-paying careers for New Mexicans as well as providing a large highly skilled workforce for this industry."

Once constructed, the NGMA has an initial goal of admitting 1,000 students per year. Existing New Mexico Film Partners, Netflix and NBCUniversal, and future film partners will contribute financially and offer paid apprenticeships. IATSE Local 480 will also allow NGMA students to accrue days toward union membership - ultimately leading to a fast-track for jobs and a long-term career with high wages and benefits.

The NGMA will create cohesion and collaboration among 15 of New Mexico's already established higher education institutions, also known as the Consortium Education Partners statewide by setting up a core curriculum that meets industry standards. Further, it will provide an opportunity for those schools who participate to organize, unify, collaborate, and elevate New

Mexico's film and media educational ecosystem to a place where New Mexicans learn the fundamentals of production but also have access to invaluable on-the-job paid training, fast-tracking students into the workforce upon completion of the program.

"The Next Generation Media Academy elevates New Mexico as a global leader in the film and digital media industry, providing a highly competent, set-ready, relevant workforce in every corner of the state equipped with an array of skills, both traditional and emergent," said Amber Dodson, director, New Mexico Film Office. "The NGMA is a game changing initiative centered on collaborative partnerships between 15 film and digital media higher education institutions statewide, as well as Netflix, NBCUniversal, IATSE Local 480, and the Department of Higher Education."

The Consortium Education Partners include Northern New Mexico College, Luna Community College, San Juan College, New Mexico Junior College, Santa Fe Community College, Central New Mexico Community College, The University of New Mexico (UNM), UNM – Taos, UNM – Valencia, New Mexico State University's Creative Media Institute (NMSU), NMSU – Grants, Doña Ana Community College, Eastern New Mexico University (ENMU), ENMU – Roswell, and Highlands University.

###



**The New Mexico Film Office**  
1100 S. St. Francis Drive, Suite 1213  
Santa Fe, NM 87505  
(505) 476-5600  
[\*\*info@nmfilm.com\*\*](mailto:info@nmfilm.com)  
[\*\*nmfilm.com\*\*](http://nmfilm.com)

A division of the **New Mexico Economic Development Department**

*The Economic Development Department's Mission is to improve the lives of New Mexico families by increasing economic opportunities and providing a place for businesses to thrive.*

## Film & TV Direct Spend for FY21 Breaks All Previous Records

New Mexico Film Office (info@nmfilm.com)

tailorman53@yahoo.com

Monday, July 19, 2021, 07:32 AM PDT

**Michelle Lujan Grisham**  
Governor

**Alicia J. Keyes**  
Cabinet Secretary

**Amber Dodson**  
Director



**FOR IMMEDIATE RELEASE:**  
**July 19, 2021**

**Media Inquiries: Bruce Krasnow**

**(505) 827-0226, cell: (505) 795-0119**

### **New Mexico Film Office Reveals an Estimated \$623 Million in Direct Spend for Fiscal Year 2021, Breaking All Previous Records**

**SANTA FE, N.M.** – The New Mexico Film Office (NMFO) today announced that in fiscal year 2021, despite the global shutdown of production due to the COVID-19 pandemic, it has recorded an estimated \$623 million in direct spend by film and television productions in New Mexico, breaking all previous records for the state.

“New Mexico is generating substantial economic activity, with \$623 million of outside money being injected into the state’s economy in FY2021. These are productions that would otherwise have been shot in other states if not for our world-class crew, stunning locations, and competitive film incentive program,” Governor Michelle Lujan Grisham said. “As New Mexico opens this summer and production ramps up, now is the time to ensure we remain invested in the New Mexico film and television industry, as it is key to our state’s recovery and to diversifying New Mexico’s economy.”

An estimated 9,000 New Mexicans work in the industry with an average wage of over \$56,000 annually. In FY2021, approximately 75% of total below-the-line crew were N.M. residents, including, 4,559 New Mexico crew, 1,374 New Mexico cast members, and 13,538 New Mexico background and extras employed by productions registered with the New Mexico Film Office.

It is estimated that 40% of production budgets are spent on procuring goods and services from New Mexico businesses, including catering businesses, hardware stores, car rental companies, sign makers, dry cleaners, art galleries, glaziers, and more. In addition, property owners who list their property as a film location are discovering the industry can provide an additional revenue stream.

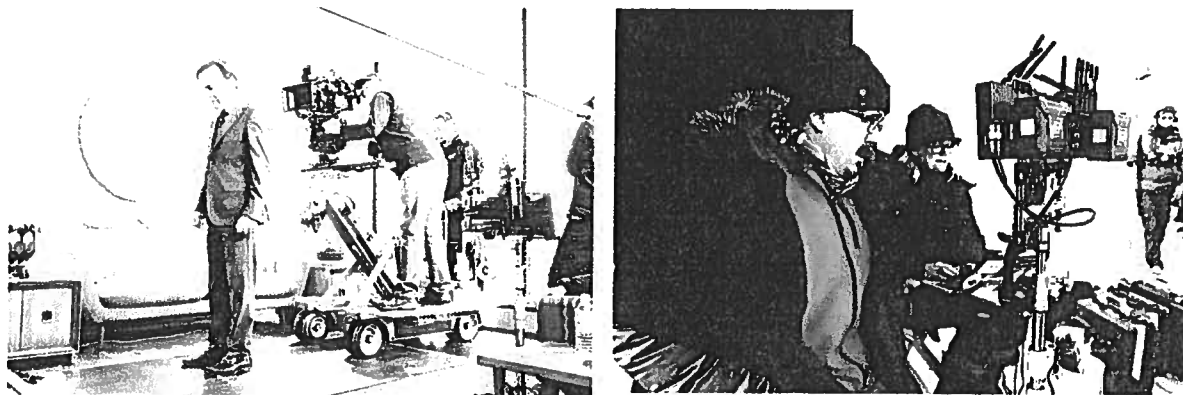
"The direct spend figures for FY2021 are impressive. \$623 million in production spend, despite the shutdown, indicates resiliency and proves that the industry can quickly recover in the face of an economic storm," New Mexico Economic Development Cabinet Secretary, Alicia J. Keyes, said. "The film and television industry has an important role to play in New Mexico's economy. We know other states have their eyes on what is going on in New Mexico, so it's critical that we continue to support this thriving industry as thousands of quality jobs, millions of dollars in revenue, and support for local businesses is at stake."

Although production was halted for approximately one quarter of the fiscal year due to the COVID-19 pandemic, the state still saw 69 productions, 26 film, 24 television, and 19 additional media productions since returning to set in September 2020. The COVID-19 positivity rate among productions remained extraordinarily low, an average of .13%.

Filming locations utilized by productions in FY2021 include, Abiquiu, Albuquerque, Anton Chico, Belen, Chama, Cloudcroft, Corrales, Farmington, Gallup, Las Cruces, Las Vegas, Madrid, Moriarty, San Antonio, Socorro, Taos, Tijeras, Truth or Consequences, Tucumcari, Colfax County, Sierra County, Union County, as well as tribal lands including Santa Clara, Santa Domingo, Zuni Pueblos, and others.

"We are thrilled to finally share the news that New Mexico has smashed all previous records in production spend for fiscal year 2021. We have many more film and television productions on the way that will keep the pipeline stacked for the remainder of the 2021 calendar year and well into 2022. We expect this growth to continue as we work to expand the ecosystem to include a larger crew base, expanded sound stage infrastructure, and increased post-production, visual effects, and multimedia production. We are thankful for our governor, legislators, state leadership, film offices, crew, cast, unions, guilds, businesses, and communities that support this industry – it is a collective effort, and we should all be proud to reach this new high." Amber Dodson, Director, New Mexico Film Office, said.

Notable New Mexico productions include NBCUniversal's *MacGruber*, Netflix's *The Harder They Fall*, Sony's, *Better Call Saul*, Warner Bros.' *Roswell, New Mexico*, Amazon Studios and Plan B Entertainment's *Outer Range*, and dozens more.



Photos from the production of *Better Call Saul*.

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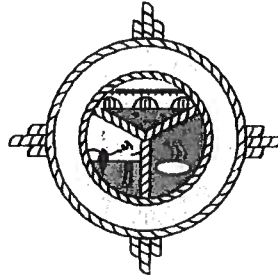


**The New Mexico Film Office**  
1100 S. St. Francis Drive. Suite 1219

Sandra Whitehead  
Mayor

Brendon Tolley  
Mayor Pro Tem

Samuel Forcister  
Commissioner



101 Alamo St.  
Truth or Consequences, New Mexico 87901  
Tel: 505-894-6643 Fax: 505-894-0364  
www.torcida.org

Paul Pace  
Commissioner

Randall Aragon  
Commissioner

Morris Madrid  
City Manager

July 28, 2020

New Mexico Film Office  
1100 Saint Francis Drive, Suite 1213  
First Floor Joseph Montoya Building  
Santa Fe, New Mexico 87505

To the New Mexico State Film Office:

Re: Endorsement for Cary "Jagger" Gustin, Film Liaison

Ms. Amber Dodson,

The City Commission of the City of Truth or Consequences, New Mexico at their Regular meeting held July 22, 2020, voted to re-appoint Cary "Jagger" Gustin as the City of Truth or Consequences Film Liaison Representative.

Mr. Gustin has served as the City of Truth or Consequences Film Liaison, and is well acquainted with City and County Locations which have been used for films; he also has extensive Community knowledge, through leadership roles on Boards of Director. Mr. Gustin is very familiar with the City of Truth or Consequences and the surrounding areas. We are fortunate to have Mr. Gustin's knowledge and experience.

We wish to encourage the New Mexico Film Office to work closely with Mr. Gustin; as the home to Spaceport America, our Historic District's cluster of 1950's store fronts, the areas water ways encompassing the Rio Grande River, Elephant Butte Lake, Caballo Lake and the Hot Mineral Springs area; not to mention Ghost towns and outlying County regions to include major cattle and Bison ranch operations, we are the premiere site for film locations. Exciting things are happening here in Truth or Consequences.

This endorsement stays in effect approximately two (2) years and expires at the end of the following fiscal year, which is June 30, 2022.

Sincerely,

Angela A. Torres, City Clerk-Treasurer

CC: Cary "Jagger" Gustin

file copy:  
last Film Liaison  
Appointment





## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.2

**SUBJECT:** Consider the appointment of Cary "Jagger" Gustin to serve another 2 year term as the Film Liaison.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** June 3, 2022

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

**WHO WILL PRESENT THE ITEM:** Cary "Jagger" Gustin

**Summary/Background:**

Mr. Gustin has served as the City of Truth or Consequences Film Liaison for 29 years. He is requesting that the City Commission approve him for another two year term.

**Recommendation:**

Consider re-appointment of Mr. Cary "Jagger" Gustin as the City of Truth or Consequences Film Liaison.

**Attachments:**

- Request letter

**Fiscal Impact (Finance):** No

-

**Legal Review (City Attorney):** N/A

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022



June 2<sup>nd</sup>, 2022

Amanda Forrester, Mayor  
City of Truth or Consequences, NM  
City Hall 505 Sims Street  
Truth or Consequences, NM 87901

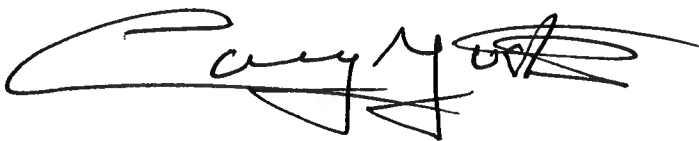
Dear Mayor Forrester:

RE: Film Report and request for Re-appointment

As you may or may not know I have been serving as the City of T or C's Film Liaison to the New Mexico Film Office. It is my honor to have served this appointment for the past 29 years. I am requesting approximately 10 minutes of your City Commission Agenda of: June 8<sup>th</sup>. To give your Commission an update on local film activity and honorably request reappointment to the position.

I am in close contact with the New Mexico Film Office and regularly speak and interact with my fellow Liaisons across the state.

Thank you in Advance for your consideration of my report and reappointment.

A handwritten signature in black ink, appearing to read 'Cary J. Gustin', with a stylized flourish at the end.

Cary "Jagger" Gustin, Film Liaison to NM Film Office  
For the City or Truth on Consequences, NM



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.3

**SUBJECT:** Approval of Contract with Coppler Law Firm for the 2022-23 fiscal year  
**DEPARTMENT:** Finance  
**DATE SUBMITTED:** May 31, 2022  
**SUBMITTED BY:** Carol Kirkpatrick  
**WHO WILL PRESENT THE ITEM:** Carol Kirkpatrick, Finance Director

**Summary/Background:**

Annual contact under \$60,000 for small procurement of legal services as needed

**Recommendation:**

Approval of Contract with Coppler Law Firm for 7/1/22 through 6/30/23

**Attachments:**

- Contract with Coppler Law Firm
- .

**Fiscal Impact (Finance):** Choose an item.

Not to exceed \$50,000 plus gross receipts

**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 6-08-2022

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 8th day of June, 2022 by and between the City of Truth or Consequences ("City") and COPPLER LAW FIRM, P.C. ("Contractor"), whose address is 645 Don Gaspar Avenue, Santa Fe, New Mexico 87505.

**WHEREAS**, the City has determined that it is in its best interest to contract for Legal Services; and

**WHEREAS**, Contractor has been determined qualified and locally available to perform Legal Services as described herein and has previously provided such services to the City; and

**WHEREAS**, Contractor is willing to provide legal services to the City as provided herein.

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

**Scope of Services:** Contractor will provide Legal Services as needed.

**Time of Performance:** The term of this Agreement will commence on July 1, 2022 and will continue through June 30, 2023, unless earlier terminated as provided herein and contingent on the availability of funds. The City and the Contractor each reserve the right to terminate this Agreement in writing for no cause by giving thirty (30) days' written notice to the other party.

**Compensation and Method of Payment:** For performing the services specified in the Scope of Services, the City agrees to pay the Contractor:

\$200.00 for each hour of Legal Services provided to the City of Truth or Consequences. In any event, compensation or reimbursement of any items listed within this paragraph will not exceed a total compensation of \$55,000.00 plus applicable gross receipts tax for the Time of Performance identified within this Agreement.

Contractor is responsible for submitting itemized invoices for work performed under this Agreement and for reimbursable expenses incurred on behalf of the City to the City Manager or to the City's Accounts Payable Department, as directed by the City Manager. Payment shall be net 30 days from receipt of invoice to the City's Accounts Payable Department.

**Independent Contractor:** Neither the Contractor or its employees are considered to be employees of the City of Truth or Consequences for any purpose whatsoever. The Contractor is considered an independent contractor at all times in the performance of the services described in the Scope of Services. The Contractor further understands that Contractor and its employees are not 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 of the City as described in its Employee Personnel Manual.

**Taxes:** Contractor acknowledges that Contractor is responsible for the payment of all income taxes, gross receipts taxes, and other applicable taxes for any compensation received from the City.

**Discrimination Prohibited:** 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.

**ADA Requirement:** 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.

**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 in this Agreement. (additional requirements may be added)

**Establishment and Maintenance of Records:** 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 the City as directed by the City Manager.

**Publication, Reproduction and Use of Materials:** 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.

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

**Enforcement:** In case of a dispute, the Contractor and the City agree to divide all cost and expenses including reasonable attorney's fees incurred by the prevailing party in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

**Workers' Compensation:** 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.

**Other Insurance:** Contractor shall maintain the types and amounts of insurance required by the New Mexico State Tort Claims Act for the term of this Agreement.

**Safety:** Contractor shall abide by the policies, rules and guidelines required by the City of Truth or Consequences employees when on City property for the purposes of this Agreement.

**Confidentiality:** Contractor shall be bound by the confidentiality requirements of §7-1-8 NMSA, 1978. 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 prior written approval by the City Manager of the Governing Body of the City of Truth or Consequences.

**Conflict of Interest:** The Contractor warrants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act. Contractor also agrees that they shall not represent any person, company or otherwise that would create a conflict of interest for the term of this Agreement.

**Assignment:** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without the written consent of the City.

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

**Entire Agreement:** 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 through their authorized representative have entered into this Agreement as of the date first written above.

**CITY OF TRUTH OR CONSEQUENCES**

**COPPLER LAW FIRM, P.C.**

By: \_\_\_\_\_  
Bruce Swingle  
City Manager

By: \_\_\_\_\_  
Frank Coppler  
Senior Partner



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.4

**SUBJECT:** Sub-Recipient Grant Contracts from the City's General Fund

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 25, 2022

**SUBMITTED BY:** Tammy Gardner, Executive Assistant

**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

**Summary/Background:**

Sub-Recipients submit annual application requests from the City's General Fund

**Recommendation:**

Approval of contracts for the following amounts determined on 5/25/22: Companion Action Team Contract \$1,000.00, Domestic Abuse Intervention Center \$2,000.00, Sierra Joint Office on Aging \$35,000.00, and The Club of Sierra Co. \$5,000.00.

**Attachments:**

- Companion Action Team Contract
- Domestic Abuse Intervention Center Contract
- Sierra Joint Office on Aging Contract
- The Club of Sierra County Contract

**Fiscal Impact (Finance):** Choose an item.

\$43,000.00 from the City's General Fund

**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 6-08-2022



## SUBRECIPIENT AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as “City”, and **Companion Animal Action Team (CAAT)**, herein referred to as “Contractor”.

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

## RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor’s Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$1,000.00 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor’s Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager’s Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.

**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$250.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 2, 2023.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name \_\_\_\_\_  
Print Name

2. Alternate's Phone No. \_\_\_\_\_

3. Alternate's E-mail \_\_\_\_\_

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.



CITY OF TRUTH OR CONSEQUENCES

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

Reviewed for Budgetary Sufficiency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

Reviewed by Legal Counsel

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

\_\_\_\_\_  
Print Name of Alternate Representative

## SUBRECIPIENT AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and the **Domestic Abuse Intervention Center (DAIC)**, herein referred to as "Contractor".

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

## RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$2,000.00 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager's Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.

**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$500.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 2, 2023.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name \_\_\_\_\_  
Print Name

2. Alternate's Phone No. \_\_\_\_\_

3. Alternate's E-mail \_\_\_\_\_

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

Reviewed for Budgetary Sufficiency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

Reviewed by Legal Counsel

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Alternate Representative

## SUBRECIPIENT AGREEMENT

**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 Joint Office on Aging (SJOA)**, herein referred to as "Contractor".

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

### RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$35,000.00 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager's Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.

**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$8,750.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 2, 2023.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name \_\_\_\_\_  
Print Name

2. Alternate's Phone No. \_\_\_\_\_

3. Alternate's E-mail \_\_\_\_\_

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

Reviewed for Budgetary Sufficiency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

Reviewed by Legal Counsel

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Alternate Representative

# The Club Contract

## SUBRECIPIENT AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **The Club of Sierra County**, herein referred to as "Contractor".

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

## RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$5,000 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager's Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.



**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$1,250.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 2, 2023.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name \_\_\_\_\_  
Print Name

2. Alternate's Phone No. \_\_\_\_\_

3. Alternate's E-mail \_\_\_\_\_

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

Reviewed for Budgetary Sufficiency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

Reviewed by Legal Counsel

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Alternate Representative



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.5

**SUBJECT:** Sub-Recipient Grant Contracts from the City's Portion of Lodger's Tax

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 25, 2022

**SUBMITTED BY:** Tammy Gardner, Executive Assistant

**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

**Summary/Background:**

Sub-Recipients submit annual applications for Lodger's Tax Funds from the City's Portion (40%)

**Recommendation:**

Approval of contracts for the following amounts determined on 5/25/22: Geronimo Trail Scenic Byway \$5,000.00, MainStreet \$45,000.00, Sierra Co. Recreation Tourism Advisory Board \$17,000.00, & Sunny 505 \$25,000.00.

**Attachments:**

- Geronimo Trail Scenic Byway Contract
- MainStreet Truth or Consequences Contract
- Sierra County Recreation Tourism and Advisory Board Contract
- Sunny 505 Contract

**Fiscal Impact (Finance):** Choose an item.

\$92,000 from the City's 40% Portion of Lodger's Tax

**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 6-08-2022

# Geronimo Trail Scenic Byway Agreement

## SUBRECIPIENT AGREEMENT

**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**, herein referred to as "Contractor".

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

### RECITALS

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$5,000.00 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager's Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.

**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

C. Submit a written invoice in the amount of \$416.66 on a monthly basis to the City Manager's Office for disbursement of funds. Invoices are due by the 15<sup>th</sup> of the following month. **The 12<sup>th</sup> month invoice shall be in the amount of \$416.74 and must be submitted by June 2, 2023.** Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular month. The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.

D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.

1. Alternate's Name \_\_\_\_\_  
Print Name

2. Alternate's Phone No. \_\_\_\_\_

3. Alternate's E-mail \_\_\_\_\_

3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.

CITY OF TRUTH OR CONSEQUENCES

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

Reviewed for Budgetary Sufficiency:

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

Reviewed by Legal Counsel

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

SUBRECIPIENT

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Alternate Representative

## **SUBRECIPIENT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Truth or Consequences, New Mexico, herein referred to as "City", and **MainStreet Truth or Consequences**, herein referred to as "Contractor".

**WHEREAS**, the City and the Contractor desire to enter into an Agreement with the City to provide Subrecipient funds to the Contractor in exchange for needed services.

### **RECITALS**

A. The City hereby declares that it is in need of certain services for its community. Those services are described in a portion of the Contractor's Subrecipient application, a copy of which is attached hereto as **EXHIBIT A**.

B. The City is willing to provide funding to the Contractor in exchange for these services. The City determines that the municipal public will benefit from these services.

**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 \$45,000.00 to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 2023.
2. Contractor shall, at a minimum:
  - A. Provide all of the services described in **EXHIBIT A**, which was included in the Contractor's Subrecipient application.
  - B. Submit a written quarterly report to the City Commission via the City Manager's Office in October 2022, January 2023, April 2023 and June 2, 2023. Reports are due by the 15<sup>th</sup> of the month following the quarter except for the fourth quarter report which is due as previously stated.

**Your report must be separate from your invoice; and your invoice detail alone will not suffice as your report.** Contractor's report will be submitted to the City Commission. The reports must detail the progress made in providing the services. Failure to timely submit a detailed report will subject Contractor to having its funding decreased 50% for that particular quarter. The Contractor is responsible to get the reports in on time. No other notice will be given.

- C. Submit a written invoice in the amount of \$11,250.00 on a quarterly basis to the City Manager's Office for disbursement of funds at the same time the quarterly report is due. Failure to timely submit a detailed invoice will subject Contractor to having its funding decreased 50% for that particular quarter. **The fourth quarter invoice must be submitted by June 2, 2023.** The Contractor is responsible to get the invoices in on time. No other notice will be given. The quarterly report must be on file before the subsequent quarter's invoice is paid except for the 4<sup>th</sup> quarter report, of course, which is due in compliance with B above.
- D. Designate an alternate to serve as the point of contact and authorized to conduct business in the absence of the primary party.
1. Alternate's Name \_\_\_\_\_  
Print Name
  2. Alternate's Phone No. \_\_\_\_\_
  3. Alternate's E-mail \_\_\_\_\_
3. Either party shall have the right to terminate this Contract without cause by giving thirty (30) days written notice to the other party. Upon termination neither party shall have any further obligation with respect to this agreement.



**CITY OF TRUTH OR CONSEQUENCES**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City Manager

**Reviewed for Budgetary Sufficiency:**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Carol Kirkpatrick, Finance Director

**Reviewed by Legal Counsel**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Jaime Rubin, City Attorney

**SUBRECIPIENT**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Primary Representative

\_\_\_\_\_  
Print Name of Primary Representative

\_\_\_\_\_  
Signature of Alternate Representative

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Alternate Representative

# SCRTAB Agreement

## 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 COUNTY OF SIERRA for **Sierra County Recreation & Tourism Advisory Board**, 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 **\$17,000.00** to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 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**", 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](http://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".
  - g. Quarterly Reports are due by the 15<sup>th</sup> of the month following each quarter.
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.

\_\_\_\_\_ Quarterly reports are due by the 15<sup>th</sup> of the month following the quarter or the Friday prior if the 15<sup>th</sup> falls on a weekend. A report is due even if no work was done with an explanation why work has not begun. It is the responsibility of the Contractor to get reports in on time.

\_\_\_\_\_ **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



# Sunny 505 Contract Renewal

## RENEWAL OF CONTRACT

This Renewal is entered into by and between **THE CITY OF TRUTH OR CONSEQUENCES**, State of New Mexico, hereinafter referred to as "City" and **SUNNY 505**, hereinafter referred to as "Contractor".

## RECITALS

- A. The Parties entered into a Contract for a Ten (10) month term beginning on September 1, 2022 and terminating on June 30, 2022.
- B. The Parties desire to renew the Contract for One (1) additional year starting July 1, 2022 and terminating June 30, 2023 under the same terms and conditions as set forth in the Original Contract.

**IT IS THEREFORE AGREED** that the aforesaid Contract is hereby renewed for an additional One (1) year, commencing July 1, 2022 and ending June 30, 2023, under the same terms and conditions as the Original Contract. The total compensation shall be \$25,000.00, gross receipts tax inclusive.

**Signed and executed** on this \_\_\_\_ day of June 2022.

\_\_\_\_\_  
Bruce Swingle, City Manager

\_\_\_\_\_  
Sunny 505

Attest:

Approved as to form:

\_\_\_\_\_  
Angela Torres, City Clerk

\_\_\_\_\_  
Jaime F. Rubin, City Attorney

Old Contract: Ref Only

Sunny 505



## CITY OF TRUTH OR CONSEQUENCES

2021-2022

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, State of New Mexico, hereinafter referred to as the "City" and Sunny 505, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

### IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] Twenty Three Thousand Three Hundred Twenty Three dollars and sixty one cents (\$23,323.61) per year plus gross receipts tax in the amount of One Thousand Six Hundred Seventy Six dollars and Thirty Nine cents (\$1,676.39). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,676.39) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$25,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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 in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. 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.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

**3. Term.**

This Agreement shall begin September 1, 2021 and terminate on June 30, 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. 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. This contract will not automatically renew and must be initiated by the City for extension. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work prior to the termination. The thirty (30) day period shall commence running upon the other party receiving such notice. 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 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 government funds or due to the Appropriations paragraph herein. 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.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, 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.

**6. Status of Contractor.**

The Contractor is an independent contractor performing services for the City and is not an employee of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City 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.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

**8. Subcontracting.**

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. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

**9. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the City, its officers and employees, and the City of Truth or

Consequences from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. 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.

**11. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City of Truth or Consequences 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.

**12. 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

**13. Amendment.**

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

**14. Merger.**

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.

**15. Penalties for Violation of Law.**

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.

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, 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.

**17. Applicable Law.**

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. 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.

**18. Workers Compensation.**

The Contractor agrees to comply with State laws and rules applicable to workers compensation benefits. 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.

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

**20. Disclaimer and Hold Harmless.**

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

**21. Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor 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, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

**22. Invalid Term or Condition.**

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.

**23. Enforcement of Agreement.**

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.

**24. Authority.**

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.

**25. Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, 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, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**26. Force Majeure.**

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.



**27. Mediation.**

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

**28. Notice to Proceed.**

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the

Agreement until the Contractor has received a fully signed copy of the Agreement.

**29. Attorney's Fees.**

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

**30. Cooperation.**

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

**31. Notices.**

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:

To the City:                Bruce Swingle, City Manager  
                                     505 Sims Street  
                                     Truth or Consequences, NM 87901


To the Contractor:       Sunny 505  
                                     119 Dartmouth  
                                     Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: \_\_\_\_\_  
Joan Griffin  
119 Dartmouth  
Albuquerque, NM 87106

Date: \_\_\_\_\_

Date: 12/16/21

By:   
Bruce Swingle, City Manager  
Address: 505 Sims St., Truth or Consequences, NM 87901

## **Attachment 1**

### **Scope of Work**

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin in September 1, 2021 or upon receiving all required Truth or Consequences City approvals. The contract may be extended for up to four (4) one year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the Village of Williamsburg are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. Total monies appropriated for this RFP is as follows:

Sierra County	\$10,000.00
City of Truth or Consequences	\$25,000.00
Total Available Funds	\$35,000.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
  - a) Public Relations and Media Outreach and,
  - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable. The approximate percentages are as follows:

City of Truth or Consequences	72%
Sierra County	28%

New Mexico Gross Receipts Tax for the City of Bernalillo Albuquerque shall be added in the amount of 7.1875% (or the current rate) to each invoice.



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.6

**SUBJECT:** Review, Approve and/or Allocate Funds: Chamber of Commerce.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 24, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

**Summary/Background:**

Commission approval of the Chamber of Commerce application for funding to distribute the Chamber Visitor Guides.

**Recommendation:**

LTAB recommends approval of application for funding.

**Attachments:**

- Chamber of Commerce Application

**Fiscal Impact (Finance):** N/A

\$3,059.92

**Legal Review (City Attorney):** N/A

None.

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022

## **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 **CHAMBER OF COMMERCE (CERTIFIED FOLDER-BROCHURE DISTRIBUTION)**, herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of **\$3,059.92** to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 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**”, 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](http://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".
  - g. Quarterly Reports are due by the 15<sup>th</sup> of the month following each quarter.
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.
- \_\_\_\_\_ Quarterly reports are due by the 15<sup>th</sup> of the month following the quarter or the Friday prior if the 15<sup>th</sup> falls on a weekend. A report is due even if no work was done with an explanation why work has not begun. It is the responsibility of the Contractor to get reports in on time.
- \_\_\_\_\_ **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: June 8, 2022

Agenda Item #: G.6

**SUBJECT:** Review, Approve and/or Allocate Funds: Geronimo Trail Scenic Byway.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 24, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

***Summary/Background:***

Commission approval of the Geronimo Trail Scenic Byway application for funding to print 5000 copies of the Healing Waters Trail brochure.

***Recommendation:***

LTAB recommends approval of application for funding.

***Attachments:***

- Geronimo Trail Scenic Byway Application

***Fiscal Impact (Finance):*** N/A

\$1,267.28

***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 6-08-2022

## **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 (PRINTING OF HEALING WATERS TRAIL BROCHURES)**, 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 **\$1,267.28** to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 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”**, 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](http://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".
  - g. Quarterly Reports are due by the 15<sup>th</sup> of the month following each quarter.
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.
- \_\_\_\_\_ Quarterly reports are due by the 15<sup>th</sup> of the month following the quarter or the Friday prior if the 15<sup>th</sup> falls on a weekend. A report is due even if no work was done with an explanation why work has not begun. It is the responsibility of the Contractor to get reports in on time.
- \_\_\_\_\_ **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: June 8, 2022

Agenda Item #: G.6

**SUBJECT:** Review, Approve and/or Allocate Funds: Sierra Co. Arts Council.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 24, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

**Summary/Background:**

Commission approval of the Sierra Co. Arts Council application for funding to pay for FY 22-23 website updates/maintenance.

**Recommendation:**

LTAB recommends approval of application for funding.

**Attachments:**

- Sierra Co. Arts Council Application

**Fiscal Impact (Finance):** N/A

\$1,562.40

**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 6-08-2022

## **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 **SIERRA HEALTH COUNCIL**, herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of **\$3,000.00** to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 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”**, 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](http://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".
  - g. Quarterly Reports are due by the 15<sup>th</sup> of the month following each quarter.
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.

\_\_\_\_\_ Quarterly reports are due by the 15<sup>th</sup> of the month following the quarter or the Friday prior if the 15<sup>th</sup> falls on a weekend. A report is due even if no work was done with an explanation why work has not begun. It is the responsibility of the Contractor to get reports in on time.

\_\_\_\_\_ **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: June 8, 2022

Agenda Item #: G.6

**SUBJECT:** Review, Approve and/or Allocate Funds: Sierra Health Council.

**DEPARTMENT:** City Manager's Office

**DATE SUBMITTED:** May 24, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** City Manager Swingle

**Summary/Background:**

Commission approval of the Sierra Health Council application for funding advertising for Elephant Butte Balloon Regatta and Turtleback Mountain Music Festival.

**Recommendation:**

LTAB recommends approval of application for funding.

**Attachments:**

- Sierra Health Council Application

**Fiscal Impact (Finance):** N/A

\$3,000.00

**Legal Review (City Attorney):** N/A

None.

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022

## **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 **SIERRA HEALTH COUNCIL**, herein referred to as “Contractor”.

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

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

1. **The City shall** provide up to the sum of **\$3,000.00** to the Contractor for a one (1) year period commencing on July 1, 2022 and continuing through June 30, 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”**, 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](http://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".
  - g. Quarterly Reports are due by the 15<sup>th</sup> of the month following each quarter.
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.

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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.

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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.
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## 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.
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- \_\_\_\_\_ 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.
- \_\_\_\_\_ Quarterly reports are due by the 15<sup>th</sup> of the month following the quarter or the Friday prior if the 15<sup>th</sup> falls on a weekend. A report is due even if no work was done with an explanation why work has not begun. It is the responsibility of the Contractor to get reports in on time.
- \_\_\_\_\_ **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: June 8, 2022

*Agenda Item #: G.7*

**SUBJECT:** Amendment No. 1 and Amended Promissory Note for the City of Truth or Consequences Clean Water State Revolving Fund (CWSRF) 098 to lower the interest rate to 0.01%

**DEPARTMENT:** Community Development

**DATE SUBMITTED:** May 24, 2022

**SUBMITTED BY:** Tammy Gardner

**WHO WILL PRESENT THE ITEM:** Bruce Swingle, City Manager

***Summary/Background:***

Amendment No. 1 and Amend Promissory Note for the City of T or C CWSRF 098 lowering the interest rate to 0.01% for the Rehabilitation of the Vacuum Sanitary Sewer System loan that was approved on October 9, 2019 for principal amount of \$373,000.00 plus 1.2% accrued interest; and loan subsidy grant funds in the amount of \$100,000.00 for a total funded amount of \$473,000.00.

***Recommendation:***

-

***Attachments:***

- 2022-5-20 WPD CPB T or C CWSRF 098 Amendment No. 1
- 2022-5-20 WPD CPB T or C CWSRF 098 Amended Promissory Note

***Fiscal Impact (Finance):*** Choose an item.

Principal amount of \$373,000.00 plus 0.01% accrued interest; and loan subsidy grant funds in the amount of \$100,000.00 for a total funded amount of \$473,000.00.

***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. 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 6-08-2022

**INTERIM PROMISSORY NOTE**

**AMENDMENT NO. 1**

**To the New Mexico Environment Department (NMED)  
Clean Water State Revolving Loan Fund (CWSRF)  
-also known as-  
Wastewater Facility Construction Loan Program**

**Date \_\_\_\_\_**

**FOR VALUE RECEIVED**, the City of Truth or Consequences (Borrower) promises to pay the NMED at:

**New Mexico Environment Department  
Construction Programs Bureau  
1190 S. St. Francis Drive  
P.O. Box 5469  
Santa Fe, New Mexico 87502-5469**

**or by electronic funds transfer (EFT)**

**or at such other place as NMED may hereafter designate in writing, the principal amount of**

**Three Hundred Seventy-Three Thousand Dollars (\$373,000.00)**

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for **CWSRF 098** between NMED and the Borrower dated \_\_\_\_\_, 2022 plus **0.01%** project interest annually from the date of each respective disbursement annually until paid in full.

The principal plus interest due and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

**Repayment Rate and Schedule**

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

### **Source of Repayment**

The Borrower is giving a security interest by dedicating the Pledged Funds defined in Ordinance No. 708 as **Wastewater System Revenues**.

Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

### **Assignment**

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

### **Collection and Default**

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

### **Prepayment**

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

### **Authority**

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 708.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

\_\_\_\_\_  
Borrower’s authorized signature

\_\_\_\_\_  
Borrower’s printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ by \_\_\_\_\_,  
Date Witness for City of Truth or Consequences

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Officer

My commission expires: \_\_\_\_\_

**NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM**

**INTERIM LOAN AGREEMENT  
AMENDMENT No.1**

**Borrower Name: City of Truth or Consequences**

**Loan No. CWSRF 098**

The purpose of this Amendment No.1 is to lower the interest rate to 0.01%.

This Amendment No.1 to the Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 by the New Mexico Environment Department (NMED) and the City of Truth or Consequences (Borrower) (collectively the Parties).

The Borrower has enacted Ordinance Number 708 approved on November 13, 2019, which authorizes execution of the Agreement and all Amendments (collectively Agreement); authorizes the Borrower to accept loan funds from NMED; and irrevocably pledges the Watewater System Revenues for the repayment of the Agreement and Note.

**Loan Terms:**

NMED and the Borrower entered into an Interim Loan Agreement on January 22, 2020. It has become necessary to make changes to the Agreement to lower the interest rate. Amendment No. 1 to the Agreement will allow for the completion of Project No. CWSRF 098.

All conditions of the Agreement not identified in this Amendment No. 1 remain the same.

The Parties mutually agree to the following Agreement changes:

**SECTION II. Loan Amount:**

NMED agrees to loan the Borrower at the interest rate of **0.01%** annually during construction upon the terms and conditions set forth in this Agreement and the Amended Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the Loan Requirements, the funding amount will be available until January 22, 2023.



**THE PARTIES AGREE** that this Amendment No. 1 becomes effective upon execution by NMED Secretary or Designee.

By executing this Amendment No. 1, the undersigned represents authorization to act on behalf of the Borrower.

BY: \_\_\_\_\_  
Signature of duly authorized Borrower Official  
City of Truth or Consequences

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the Borrower and NMED execute this Amendment No.1 and has been approved by:

New Mexico Environment Department  
Wastewater Facility Construction Loan Program  
Clean Water State Revolving Loan Fund

BY: \_\_\_\_\_  
John Rhoderick, Acting Water Protection Division Director  
Signed pursuant to May 24, 2021, Secretary of Environment Delegation Order



## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.8

**SUBJECT:** FY 23 State of New Mexico Tourism Department Cooperative Agreement  
**DEPARTMENT:** City Manager's Office  
**DATE SUBMITTED:** May 24, 2022  
**SUBMITTED BY:** Tammy Gardner  
**WHO WILL PRESENT THE ITEM:** Bruce Swingle

**Summary/Background:**

The City applies to the NM Tourism Department for a Cooperative Marketing and Advertising Program to receive funding to pay for various state wide advertising for the City of Truth or Consequences.

**Recommendation:**

-

**Attachments:**

- Agreement Acceptance Letter
- State of New Mexico Tourism Department Cooperative Agreement

**Fiscal Impact (Finance):** Choose an item.

\$27,501.00

**Legal Review (City Attorney):** Choose an item.

[Click here to enter text.](#)

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

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

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

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

File Name: CC agenda 6-08-2022



STATE OF NEW MEXICO  
**Tourism Department**

491 Old Santa Fe Trail Santa Fe, NM 87501  
Phone: 505.827.7400

**Michelle Lujan Grisham**  
Governor

**Howie Morales**  
Lt. Governor

**Jen Paul Schroer**  
Cabinet Secretary  
**Antoinette Vigil**  
**Allison Martinez**  
Deputy Cabinet Secretaries

Kim Skinner  
City of Truth or Consequences

May 18, 2022

Dear Ms. Skinner

Thank you for your application to the Cooperative Marketing and Advertising Program. It was another record-breaking year; we received nearly \$4.8 million in funding requests, a 32% increase vs FY22. We were pleased to see so many applicants taking advantage of the unprecedented 2:1 dollar match opportunity through exciting new digital packages, content creation options, and innovative flex fund requests.

Despite a significant 25% increase in the cooperative marketing budget for FY23, the even larger increase in applicants' funding requests required our review committee to make even more selective award decisions. Through careful analysis and consideration, it awarded entities based on a rigorous set of criteria, including the completeness and quality of applications. Incomplete application materials or otherwise ineligible requests were eliminated, while applicants' ranking of importance of each request guided which initiatives were prioritized for awards.

We are incredibly appreciative of your efforts and participation in the process, and for being a valued partner. I am pleased to inform you that your application was accepted, and your investment will be matched with \$55,002.00 through the Cooperative Marketing Program for selections as outlined in Exhibit A in your attached Cooperative Marketing Agreement.

**IMPORTANT:**

- Inspect the detail on your attached Award Summary closely, as it will vary from the Smart Select Workbook submitted with your application.
  - If you decide against or are unable to execute each of the initiatives listed on the Award Summary, contact [Brandy.Velarde@state.nm.us](mailto:Brandy.Velarde@state.nm.us) for a revised summary before signing the agreement.
- Note that approval may be revoked at any time based on public health or any other emergency order.

**To accept your award:**

1. Award Agreements will be sent from DocuSign via [Brandy.Velarde@state.nm.us](mailto:Brandy.Velarde@state.nm.us). Electronically **sign by June 15, 2022** or contact Brandy to make alternate arrangements.
2. MMP participants:
  - a. Look for an email communication from your CoOp Partner Service Representative (PSR) @NMTrueCoOp.org in early June. It will include your customized Media Production Summary with important dates and details.
  - b. To enable performance tracking, real-time optimization and return on investment, most Digital and Social MMP initiatives will require that you grant NMTD digital access to certain platforms (such as Google Analytics, Google Tag Manager, Facebook and/or Instagram). Your CoOp Team PSR will work with you to ensure this is in place prior to launch of any digital/social campaigns.
  - c. Make timely payments as indicated on your Award Summary and the attached Invoice or contact [Brandy.Velarde@state.nm.us](mailto:Brandy.Velarde@state.nm.us) to make alternate arrangements. **Payments must be made by check and be received by NMTD on or before the due dates: The first payment is due July 8 and the remaining balance due December 1.** Whether paying directly or through a third-party, it is the award recipient's responsibility to ensure that NMTD receives accurate and timely payments. Late payments may result in delayed or canceled programs or forfeiture of award dollars.
3. FLEX award recipients must:
  - a. Complete all aspects of your Flex funded initiatives as itemized on your Award Summary.
  - b. Complete and submit the online Request for Reimbursement form along with required supporting documentation within 30 days after the initiative is in-market. The online form is located at <https://nmtourism.smapply.io/>.

- c. Complete the Tracking and Impact Report once all initiatives have been executed and measured, by July 10, 2023. A customized template will be sent to you.

Thank you for your participation in this process and for being a valued New Mexico True partner.

We are appreciative of your unwavering cooperation, participation, and support of New Mexico True as we continue to rebuild our tourism economy together. We look forward to working with you throughout the coming year.

Sincerely,  
Erin Ladd  
Marketing Director  
505-469-2900 | [Erin.Ladd@state.nm.us](mailto:Erin.Ladd@state.nm.us)

cc: Bruce Swingle, Joanie Griffin

**STATE OF NEW MEXICO  
TOURISM DEPARTMENT  
Cooperative Agreement**

THIS AGREEMENT, numbered **23-418-1003001000-39**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **City of Truth or Consequences**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

**RECITALS**

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties’ efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

**I. Obligations of Partner.**

- A. Meet or exceed the requirements of its FY23 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY23 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
- C. Agree to follow the established New Mexico True Brand Style Guide available via link from [NMTrueCoOp.org](https://nmtruecoop.org).
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.
- F. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.
- G. In addition to the above obligations, for all Flex funds expended, Partner must also:
  1. Acknowledge that it has access to, and agrees to comply with, the FY23 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner’s responses to that form are incorporated herein by reference.



2. Obtain prior approval from the Brand Resource Hub located at <https://nmtourism.pica9.com> and retain approval identification number for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized “logo lockup” provided by NMTD for Partner’s use in conjunction with cooperative marketing initiatives.
3. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and end-of-year Tracking and Impact Report.
  - i. Requests for payment of expenses incurred between July 1, 2022 and May 31, 2023 must be submitted within 30 days of placement in market.
  - ii. All requests for payment must be received by June 10, 2023. Incomplete or illegible requests will not be processed.
  - iii. The end-of-year Tracking and Impact Report must be submitted to NMTD no later than July 10, 2023. Failure to do so may result in forfeiture of reimbursement and/or affect Partner’s future opportunities.

## **II. Obligations of NMTD.**

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:
  1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
  2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
  3. Pay media vendors for ad placement and/or services.
  4. Collect and share campaign performance measurement data with Partner.

## **III. Copyright and Quality Control.**

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner’s promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link from [NMTrueCoOp.org](http://NMTrueCoOp.org).
- C. NMTD will exercise its right to inspect Partner’s creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement and may terminate this Agreement should it determine that Partner did not obtain prior approval or that its Brand use is inconsistent.

- D. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

**IV. Additional Terms & Conditions:**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2023. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD:           New Mexico Tourism Department  
                          Brandy Velarde  
                          491 Old Santa Fe Trail | Santa Fe, NM 87501  
                          505-500-7890 | [brandy.velarde@state.nm.us](mailto:brandy.velarde@state.nm.us)



To Partner:        Bruce Swingle  
                         City of Truth or Consequences  
                         505 Sims,  
                         Truth or Consequences, NM, 87901  
                         bswingle@torcnm.org

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bruce Swingle, City of Truth or Consequences        PARTNER

Approved for legal sufficiency:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer Saavedra, General Counsel NMTD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Isabel B. Lopez, Chief Financial Officer NMTD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Allison P. Martinez, Deputy Cabinet Secretary NMTD

NEW MEXICO TOURISM DEPARTMENT  
FY23 COOPERATIVE MARKETING PROGRAM

EXHIBIT A  
AWARD SUMMARY

NM  
TRUE

Organization Name: Truth or Consequences, City of

Primary Contact: Kim Skinner  
Email: kims Skinner111@gmail.com  
Phone: 575-740-1777

#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 7/8/22	PARTNER \$ DUE 12/1/22
5	\$82,503.00	\$55,002.00	\$27,501.00	\$15,756.50	\$11,744.50
MEDIA MENU PLAN (MMP): SMART SELECT OPTIONS					
5	\$82,503.00	\$55,002.00	\$27,501.00	\$15,756.50	\$11,744.50
FLEX: REQUEST SUMMARY					
0	\$0.00	\$0.00	\$0.00		

MEDIA MENU PLAN (MMP) AWARDS

TYPE	Details	#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 7/1/22	PARTNER \$ DUE 12/1/22
DIGITAL	Managed Search	DETAILS	2	\$24,000.00	\$16,000.00	\$8,000.00	\$4,000.00
DIGITAL	Sterling Silver PACKAGE (Consideration): Facebook Static & Video, Native, YouTube	DETAILS	1	\$39,000.00	\$26,000.00	\$13,000.00	\$6,500.00
DIGITAL OOH	Albuquerque Digital OOH (12 weeks)	DETAILS	1	\$12,036.00	\$8,024.00	\$4,012.00	\$0.00
PRINT	New Mexico True Adventure Guide (HP)	DETAILS	1	\$7,467.00	\$4,978.00	\$2,489.00	\$1,244.50

FLEX FUND AWARDS

TYPE	INITIATIVE	#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT



# CITY OF TRUTH OR CONSEQUENCES

## AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.9

**SUBJECT:** Review/Approve Memorandum of Understanding between the Truth or Consequences Police Department and the Bureau of Alcohol, Tobacco, and Firearms

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** May 26, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Seeking Commission approval to enter into a Memorandum of Understanding between the Truth or Consequences Police Department and the Bureau of Alcohol, Tobacco, and Firearms.

**Recommendation:**

Approve MOU

**Attachments:**

- Memorandum of Understanding between the Truth or Consequences Police Department and the Bureau of Alcohol, Tobacco, and Firearms

**Fiscal Impact (Finance):** No

[Click here to enter text.](#)

**Legal Review (City Attorney):** Yes

[Click here to enter text.](#)

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),**  
**And**  
**TRUTH OR CONSEQUENCES POLICE DEPARTMENT**

This Memorandum of Understanding (“MOU”) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) and \_\_\_\_\_ (“participating agency”) as it relates to the \_\_\_\_\_ Task Force (herein referred to as the “Task force”).

- *The MOU is specific to the task force being referenced and applies only to the above-named participating agency, although other agencies may also be taking part on the same task force.*

**BACKGROUND**

- *This section is optional.*

**AUTHORITIES**

The authority to investigate and enforce offenses under provisions of this MOU are found at 28 U.S.C. § 599A , 28 C.F.R. §§ 0.130, 0.131, and 18 U.S.C. § 3051.

**PURPOSE**

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking
  - b. Investigate firearms related violent crime
  - c. Gather and report intelligence data relating to trafficking in firearms
  - d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New Mexico.
- *This section will vary depending upon the mission of the task force.*

## MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e crime statistics) for the purpose of measuring the success of the task force as well as its performance.

- *This section will vary depending upon the mission of the task force.*
- *This section should mirror the four Mission Activities Strategic Goals listed on page 6 of the FY 2017 – FY 2022 Strategic Plan. The ATF Performance Measurement Index is found on page 20, and the same performance indicators will be used. A copy of the plan can be found on the Strategic Management tab of the ATF Portal.*

## PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Las Cruces Field Office and will be located at 1600 Roadrunner Parkway Suite 2-C Las Cruces, NM 88011.

## SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a TFO's dismissal from the Task Force.

- *This language does not dictate any particular command structure for TFs. As long as ATF retains supervisory authority, the internal organization of the TF is based on the discretion of ATF management. Therefore, this paragraph can be modified to incorporate state or local supervisory personnel into the command structure of the TF with the approval of FMS and Chief Counsel's Office.*

## **PERSONNEL, RESOURCES AND SUPERVISION**

To accomplish the objectives of the Task Force, ATF will assign \_\_\_\_ Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

- *This section will vary depending upon the resources ATF will commit to the task force.*

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Truth or Consequences Police Department agrees to detail one part time TFOs to the Task Force for a period of not less than two (2) years.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

## **SECURITY CLEARANCES**

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of TFOs for inclusion on the Task Force.

## **DEPUTATIONS**

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

A TFO will not be granted Department of Justice legal representation if named as a defendant in a private-capacity lawsuit alleging constitutional violations unless all deputation paperwork has been completed prior to the event(s) at issue in the lawsuit.



The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

## **ASSIGNMENTS, REPORTS AND INFORMATION SHARING**

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency(ies). This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

## **INVESTIGATIVE METHODS**

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

## **INFORMANTS**

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

## **DECONFLICTION**

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: \_\_\_\_\_

Participating Agency: Chief Victor Rodriguez 575-740-5939



## **EVIDENCE**

Evidence will be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistic Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

- *This could be modified to include DNA testing of all firearms taken into custody by the task force.*

## **JURISDICTION/PROSECUTIONS**

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

## **USE OF FORCE**

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) Use of Force orders and policies. TFOs must be briefed on ATF's and DOJ's Use of Force policy by an ATF official, and will be provided with a copy of such policy.

## **BODY WORN CAMERAS AND TASK FORCE OFFICERS**

In accordance with DOJ policy, dated October 29, 2020, Body Worn Cameras (BWCs) may be worn by TFOs operating on a Federal Task Force when their parent agency mandates their use by personnel assigned to the task force. In such cases, the parent agency must formally request to participate in the TFO BWC program and, upon approval, shall comply with all DOJ and ATF policies, and the required procedures, documentation, and reporting while participating on the task force.

## **MEDIA**

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

## **SALARY/OVERTIME COMPENSATION**

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

## **AUDIT INFORMATION**

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

## **FORFEITURES/SEIZURES**

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies.

## **DISPUTE RESOLUTION**

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

## **LIABILITY**

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).







## CITY OF TRUTH OR CONSEQUENCES

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.10

**SUBJECT:** Field Service Request and Agreement between the New Mexico Mounted Patrol and the Truth or Consequences Police Department

**DEPARTMENT:** Police Department

**DATE SUBMITTED:** June 1, 2022

**SUBMITTED BY:** Chief Victor Rodriguez

**WHO WILL PRESENT THE ITEM:** Chief Victor Rodriguez

**Summary/Background:**

Seeking Commission approval to enter into a Field Service Request and Agreement between the New Mexico Mounted Patrol and the Truth or Consequences Police Department.

**Recommendation:**

Approve Agreement

**Attachments:**

- Field Service Request and Agreement between the New Mexico Mounted Patrol and the Truth or Consequences Police Department

**Fiscal Impact (Finance):** No

[Click here to enter text.](#)

**Legal Review (City Attorney):** Yes

[Click here to enter text.](#)

**Approved for Submittal By:** ☒ Department Director

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

**Final Approval:** ☒ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022

## **Field Service Request & Agreement**

WHEREAS, 29-6-4 NMSA establishes the New Mexico Mounted Patrol (NMMP) as a personnel staffing agency whose sole duty is to provide properly trained law enforcement officers to any requesting New Mexico law enforcement or regulatory agency and the Truth or Consequences Police Department (TCPD) maintains a law enforcement agency;

WHEREAS, the TCPD and NMMP Troop 10, a regional subset of NMMP with responsibility for South Central NM are by this field and service request and agreement (FSR&A) creating a standing arrangement and orderly structure for the NMMP Troop 10 Troopers to assist the TCPD for matters of public safety;

WHEREAS, it is the duty of the NMMP and the members of Troop 10 thereof to assist in the enforcement of law by cooperating with all law enforcement agencies and regulatory bodies of the State of New Mexico to include the TCPD when requested by it and under its direction and control;

WHEREAS, when Troopers from Troop 10 of the NMMP are acting upon this written request for service from the TCPD, such Troopers in Troop 10 of the NMMP shall be under the exclusive direction and control of the TCPD, shall be deemed to be agents or deputies of TCPD and shall possess the same powers and duties as TCPD police officers (NMSA Section 29-6-5);

WHEREAS, situations, special events, patrol, warrant roundups, and limited personnel necessitate mutual assistance from each of the parties. Many times, law enforcement agencies and officers need to obtain assistance from the NMMP for matters of public safety;

WHEREAS, all certified police officers in the State of New Mexico must meet the same minimum standards of training for certification, so too does the NMMP have properly trained Troopers, who have, statutorily, the same duties and powers of the agency requesting them (NMSA Section 29-6-5), and who are certified in accordance with NMSA Section 29-6-4.1.A.;

WHEREAS, the TCPD understands that equipped Troopers are scattered across Southern New Mexico and may be able to help preserve the peace, life, and property, as well as act as a force multiplier, enhancing officer safety;

WHEREAS, it would benefit the undersigned agencies to be able to obtain assistance from each other based on this agreement with clear objectives and guidelines;

WHEREAS, the City of Truth or Consequences, New Mexico has accepted the provided general liability tort claims policy, and workman's compensation policy that covers NMMP and its Troopers as detailed in the attached "Evidence of Coverage" Memorandum Number RMD-ROC-FY22 through the New Mexico General Services Department- Risk Management Division.

NOW, THEREFORE, the parties in consideration of the mutual promises herein contained agree as follows:

1. The term of this request and agreement shall remain in effect until a subsequent request is signed or terminated by either party. NMMP shall provide TCPD with a copy of renewal "Evidence of Coverage" as provided by the New Mexico General Services Department- Risk Management Division or another insurer on a yearly basis.
2. Per this request for service and in accordance with NMSA Sections 29-6-1 through 29-6-6, the TCPD Chief of Police hereby specifically requests respectable and orderly sworn Troopers of the New Mexico Mounted Patrol Troop 10, in good standing, to assist TCPD on an ongoing basis for the duration of this agreement, especially during special events, weekends, and periods of expected higher activity.
3. Per this request for service and in accordance with NMSA Sections 29-6-1 through 29-6-6, at the request of the TCPD Chief, Troopers present in an area of jurisdiction serviced by the TCPD shall, at all times, be available to assist TCPD officers, whenever practical. Troopers, at the request of the TCPD Chief of Police, shall be vested with law enforcement powers and full authority of a TCPD Police Officer when present in a jurisdiction covered by TCPD, and who, by this request for service, are considered in-service when assisting TCPD, anywhere within the jurisdiction of TCPD.
4. At the sole discretion of the TCPD Chief, Troopers may participate in contracted paid events under guidelines approved by the TCPD Chief under the TCPD Chief's authority, should another agency or private entity wish to hire TCPD. The contracting agency, or private entity shall individually pay the Trooper or NMMP Troop 10 as an organization for any agreed upon work performed by their Troopers or the NMMP organization. Other than stated above, NMMP Troopers will not seek any compensation for services provided to TCPD. Troopers understand that this in no way obligates the TCPD to provide reimbursements of any kind.
5. Troopers of the New Mexico Mounted Patrol Troop 10 are especially encouraged to assist the TCPD in the following situations:
  - Acting in a law enforcement officer capacity when riding with a commissioned TCPD officer;
  - Performing law enforcement duties on assigned foot patrol, event security, or traffic control in either a one- or two-man person capacity to include use of a NMMP patrol vehicle as long as there is a commissioned TCPD officer on duty;
  - Performing any law enforcement duty or function when requested to do so in the assistance of an on duty commissioned TCPD officer;
  - In a situation creating an imminent public safety danger to others while in the TCPD jurisdiction, such as but not limited to a possible drunk or reckless driver; crash, pursuit, or aid to an officer, etc.

6. Troopers shall notify TCPD dispatch of any action taken and request a TCPD officer to respond. NMMP Troopers may detain someone for investigative detention until an available TCPD officer or appropriate law enforcement officer arrives. It is understood that Troopers shall turn over enforcement action and report calls to a TCPD officer, but Troopers will write supplemental reports, participate in court activities.
7. The Chief of the TCPD shall provide any forms to Troopers that the Chief deems necessary. Training shall be provided to Troopers on how TCPD wishes these forms to be completed.
8. The Chief of the TCPD is encouraged to provide voluntary training to Troopers that may benefit both parties.
9. Assistance from Troop 10 of NMMP will be subject to the availability of Troopers and equipment.
10. If planning to assist TCPD pursuant to this request for service, Troopers shall notify the on-call or on-duty TCPD supervisor at least 8 hours prior to the shift with the day and time of their availability.
11. Any Liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Torts Claim Act (NMSA 41-4-1 through 41-4-27) and the Workers Compensation Act.
12. This request/agreement may be terminated by either party providing written notice to the other party of its intent to do so, after making a good-faith effort to attempt to rectify differences between the parties. Such notice will be deemed delivered when either the TCPD Chief or Troop 10 commander of NMMP, is served with such documentation and shall be effective when it is delivered.
13. It is understood that it is not the intention of the parties to use the New Mexico Mounted Patrol to reduce the TCPD staffing levels but instead augment the staff of the TCPD.
14. The TCPD agrees to notify, via email or in person, any Trooper receiving a command to appear in any court, or any other service of process, that was delivered or otherwise communicated to the TCPD within 48 hours or as soon as possible if less than 48 hours when receiving or otherwise becoming aware of such court appearance notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date noted below:

APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY:

NEW MEXICO MOUNTED PATROL

---

Chief or Designee



APPROVED AS TO LEGAL  
FORM AND SUFFICIENCY:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

TRUTH OR CONSEQUENCES  
CITY COMMISSION

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief of Police



## City of Truth or Consequences

### AGENDA REQUEST FORM

MEETING DATE: June 8, 2022

Agenda Item #: G.11

**SUBJECT:** Interview and appointment of 3 Planning & Zoning Board Members.

**DEPARTMENT:** Clerk's Office

**DATE SUBMITTED:** June 3, 2022

**SUBMITTED BY:** Angela A. Torres, City Clerk

**WHO WILL PRESENT THE ITEM:** City Clerk Torres

**Summary/Background:**

The Planning & Zoning Commission has 3 vacancies on their board. The City Commission will hold interviews for the following applicants and will select 3 members to serve on the board. Applicants are Rick Dumiak, Eduardo Alicea, Robert Carey, Esther Luchini, and Susan Buhler.

**Recommendation:**

Appointment of 3 members to the Planning & Zoning Commission.

**Attachments:**

- Board Member applications.
- -

**Fiscal Impact (Finance):** No

-

**Legal Review (City Attorney):** N/A

-

**Approved For Submittal By:** ☒ Department Director

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

**Final Approval:** ☐ City Manager

#### CITY CLERK'S USE ONLY - COMMISSION ACTION TAKEN

Resolution No. - Ordinance No. -

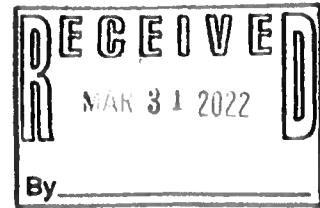
Continued To: - Referred To: -

☐ Approved ☐ Denied ☐ Other: -

File Name: CC Agendas 6-08-2022



City of Truth or Consequences  
City Boards Application



Name: RICK DUMIAK Address: 705 CHARLES TOWN  
Phone: 505 603 6400 Email: RDUMIAK@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 type="checkbox"/> Lodger's Tax Advisory Board   | <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: _____                  |  |   |

My qualifications are:

HAVE SAT + CHAIRED NUMEROUS PLANNING, DEVELOPMENT,  
ZONING AND TOURIST RELATED BOARDS. I AM A RETIRED  
FACILITIES DIRECTOR AND PROJECT MANAGER.  
I WOULD NOT BE ABLE TO SIT ON THE BOARD  
UNTIL AFTER APRIL 21, 2022. THANKS

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: \_\_\_\_\_

3-31-2022



## City of Truth or Consequences

### City Boards Application

Name: Eduardo Alicea Address: 110 Broadway Street  
Phone: 575-894-0572 Email: riobravofa@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 type="checkbox"/> Lodger's Tax Advisory Board   | <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: _____                  |  |   |

My qualifications are:

I am a resident and business owner in the Historic Hot Springs District of Truth or Consequences, NM. My business, of which I am Owner and Director, is RioBravoFineArt, Inc., which operates RioBravoFineArt Gallery.

RioBravoFineArt Gallery is a nationally and internationally known gallery that represents contemporary and historic fine art. The gallery supports and enhances the local arts community, an important part of the economic life of Truth or Consequences, and it also promotes Truth or Consequences as a destination tourist location with its online and print advertising. As a longtime business owner in the Historic Hot Springs District, I would bring experience to the Planning and Zoning Commission important to the ongoing vitality and redevelopment of the business district. I currently serve on the Public Arts Advisory Committee.

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: Eduardo Alicea Date: 2 May 2022



## City of Truth or Consequences

### City Boards Application



Name: ROBERT CAREY Address: 820 W 4th AVE  
Phone: 917.699.9493 Email: ROBTCAREY@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 type="checkbox"/> Lodger's Tax Advisory Board   | <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: _____                  |  |   |

My qualifications are:

I AM A GOOD LISTENER  
I HAVE BEEN A MEMBER OF THE COMMUNITY AND A PROPERTY  
OWNER HERE IN TORC FOR 8 YEARS NOW AND AM FAMILIAR  
WITH SOME ISSUES AND CONCERNS  
I CAN COMMUNICATE WELL AND AM A FAIR AND OPEN  
MINDED INDIVIDUAL.

THANK YOU FOR YOUR CONSIDERATION.

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.

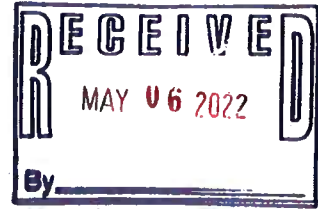
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

4.6.22



**City of Truth or Consequences**  
**City Boards Application**



Name: Ether Luchini Address: \_\_\_\_\_  
Phone: 575.740.7372 Email: eluchini@yahoo.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 type="checkbox"/> Lodger's Tax Advisory Board   | <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Impact Fee Board           |
| <input type="checkbox"/> Other: _____                  |  |   |

**My qualifications are:**

- City of Torc property owner
- lifelong Sierra County resident

**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: Ether Luchini Date: 7 May 2022





## City of Truth or Consequences

### City Boards Application

Name: Susan E. Buhler Address: 303 Main St. and 29 Pistachio Rd.  
Phone: 281-615-9654 Email: SuzyJet@outlook.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:

WORKED FOR THREE MAJOR AIRLINES FOR 37 YEARS.  
SERVED ON WIMBLEDON PINES CONDOMINIUM  
BOARD FOR 4 YEARS DURING THAT TIME WORKED ON  
A 300,000.00 REMODEL JOB OF THE UNITS. COMPLETING  
THE PROJECT IN TWO YEARS. FIRST YEAR MONEY/SECOND WORK.  
RETIRED FROM THE AIRLINES SEVEN YEARS AGO - 2016.  
REMODELED LOCAL BUILDING AT 303 MAIN STREET.  
RECEIVING A VARIANCE FOR A LIVING/BUSINESS ARRANGEMENT.  
CURRENTLY WORKING ON 307 MAIN, THE BUCKHORN PARK.  
SERVING ON THE SIERRA COUNTY ARTS COUNCIL AS VICE PRESIDENT.  
I STRIVE TO SHARE IDEAS AND WORK TO SOLVE PROBLEMS.

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: Susan E. Buhler Date: 4-13-22